

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-3216-5213		PAGE 1 OF 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0106	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		6. SOLICITATION ISSUE DATE 05-Aug-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 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: 2869 SIZE STANDARD: 1000 EMPL.		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 SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR FACILITY CODE TEL.		CODE		18a. PAYMENT WILL BE MADE BY 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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<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 <input 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: 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 FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				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	61040007- POLYALUMINUM CHLORIDE FFP THE CONTRACTOR SHALL FURNISH AND DELIVER ON AN AS NEEDED BASIS POLYALUMINUM CHLORIDE IN BULK FOR WASHINGTON AQUEDUCT-MCMILLIAN IN ACCORDANCE WITH ATTACHED SPECIFICATIONS. POC (REQUESTOR) RANDY HILL/JOHN PETERSON (202)764-2727/0009 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610/tony.epps@usace.army.mil NOTE: ALL QUESTIONS FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL TO MY ATTENTION (WILLIAM EPPS). NO QUESTIONS WILL BE ANSWERED VIA PHONE. PURCHASE REQUEST NUMBER: 96311M-3216-5213	47,000	Gallon		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	61040007- POLYALUMINUM FFP CHLORIDE IN TOTE BINS FOR WASHINGTON AQUEDUCT-MCMILLIAN IN ACCORDANCE WITH ATTACHED SPECIFICATIONS PURCHASE REQUEST NUMBER: 96311M-3216-5213	10	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	61040007- POLYALUMINUM FFP CHLORIDE IN TOTE BINS FOR WASHINGTON AQUEDUCT- DALECARLIA IN ACCORDANCE WITH ATTACHED SPECIFICATIONS PURCHASE REQUEST NUMBER: 96311M-3216-5213	10	Each		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	DALECARLIA FILTRATION UNIT WOODY PETERSON 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 (202) 764-0009 FOB: Destination	E250611
0002	POP 01-OCT-2003 TO 30-SEP-2004	N/A	MCMILLAN SECTION DENNIS FISHER 2500 FIRST STREET NW WASHINGTON, DC 20001-1020 202-762-0168 FOB: Destination	E250620

0003	POP 01-OCT-2003 TO 30-SEP-2004	N/A	DALECARLIA FILTRATION UNIT WOODY PETERSON 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 (202) 764-0009 FOB: Destination	E250611
------	-----------------------------------	-----	---	---------

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
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items Mayr 2002) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
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
52.222-35	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
52.246-1	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
252.219-7011	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

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL
<hr/>			
<hr/>			
<hr/>			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

All requirements listed in the Statement of Work

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325199.

(2) The small business size standard is 1000 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[HTTP://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL)

(End of provision)

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](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)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

STATEMENT OF WORK

**SPECIFICATIONS
POLYALUMINUM CHLORIDE -
POLYALUMINUM HYDROXYCHLOROSULFATE**

1. **Requirement** – In accordance with the specifications, supply Washington Aqueduct with Polyaluminum Chloride for the Dalecarlia and McMillan Water Treatment Plants (WTPs) from October 1, 2003 to September 30, 2004. The Polyaluminum Chloride provided must be a polyaluminum hydroxychlorosulfate herein referred to as “PACl” in this specification.
2. **General** – The purpose of this specification is to provide the minimum requirements for PACl including physical, chemical, shipping, and testing requirements.
3. **Physical Requirements** –
 - (a) The PACl supplied appears clear to slightly hazy with a water white to tan color.
 - (b) The PACl supplied must be in liquid emulsion form, easily applied by metering pumps and water miscible.
 - (c) It must be free from visible foreign matter and sediment and suitable for use with potable water.
 - (d) The specific gravity of the PACl shall be in the range of 1.1 to 1.4 at 60°F. The specific gravity shall vary with the PACl content and the salt by-product content.
 - (e) The PACl must be freeze/thaw stable, requiring nothing more than agitation to place thawed material back into useable form.
4. **Quality** –
 - (a) The PACl supplied shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with PACl.
 - (b) The PACl shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.
 - (c) The product shall be approved and in accordance with AWWA B408-98 specification.
 - (d) Failure to comply with this requirement may, at the discretion of the Washington Aqueduct shall be considered grounds for cancellation of the contract for the remainder of the contract period.
 - (e) The PACl supplied shall conform to the following:
 - (1) 6.3 to 6.9% polyaluminum chloride by weight expressed as aluminum.
 - (2) 12.0 to 13.0% polyaluminum chloride by weight expressed as aluminum oxide (Al₂O₃).
 - (3) Minimum 1.8% sulfate content.
 - (4) Basicity shall be a 70% minimum.
 - (5) Minimum 9.0% chloride content.
 - (6) Turbidity of less than 50 NTU.
 - (7) 2.0 to 2.6 pH.
 - (f) Prior to bid submission, a bench test, consisting of a jar test and filtration, must be performed on the PACl.
 - (g) Bench tests will be conducted at the Dalecarlia WTP under the Washington Aqueduct’s supervision at the bidder’s expense. Contact Mr. Woody Peterson at 202-764-0009 to schedule a time and date to perform the bench test.
 - (h) Jar tests will be performed to demonstrate product performance against liquid alum currently used.
5. **Affidavit of Compliance** –
 - (a) The Contractor shall submit an affidavit of compliance stating the quality of PACl complies with these specifications. The affidavit shall accompany each delivery.

- (b) The affidavit of compliance verifies that the PACI meets the quality parameters as specified and detailed in Section 3 and 4 above.
- (c) The affidavit of compliance shall also contain:
 - (1) Density
 - (2) Specific weight of solution
 - (3) Date of shipment
- (d) The person(s) authorized to certify the affidavit of compliance must have experience with the product.

6. **Certified Laboratory Report** –

- (a) A certified laboratory report shall be submitted to the Washington Aqueduct:

**Washington Aqueduct
Dalecarlia Water Treatment Plant
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson**

- (b) The report must be received by the Washington Aqueduct within 7 calendar days of the initial delivery and shall verify the PACI meets the requirements of specification Section 3, and 4.
- (c) The person(s) authorized to certify the laboratory report must have experience with laboratory work.

7. **Quantity** –

- (a) The PACI delivery requirements are as stated in Section 8 below.
- (b) The established requirements are given as a minimum and maximum amount to be delivered.
- (c) It is the intent of this agreement to require the Contractor to furnish all the Washington Aqueduct's PACI requirements at the Dalecarlia and McMillan WTP's mentioned below.
- (d) Any difference between the actual quantity delivered compared to the estimated quantity shall not entitle the Contractor to an adjustment in the unit price or to any other compensation.
- (e) Estimated quantities are expressed in gallons and/or 275-gallon tote bins.

8. **Delivery** –

- (a) The Contractor shall make PACI deliveries upon request, in single unit cargo trailers 4501-6000 gallon (18 to 22 tons as wet weight) or 275-gallon tote bins.
- (b) The deliveries shall be to following Government facilities:

**Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514**

And/or the:

**McMillan Water Treatment Plant
2500 First Street, N.W.**

Washington, D.C. 20001

- (c) The Contractor shall supply the Dalecarlia WTP with a minimum of 0 tote bins of PACI and a maximum of 10 tote bins.
 - (d) The Contractor shall supply the McMillan WTP with a minimum of 20,000 gallons of bulk PACI and a maximum of 47,000 gallons.
 - (e) The Contractor shall also supply McMillan WTP with a minimum of 0 tote bins of PACI and a maximum of 10 tote bins.
 - (f) The transfer of chemicals from the cargo trailer shall be considered the responsibility of the Contractor and the cargo trailer operator.
 - (g) The cargo trailer shall be equipped with an appropriate air compressor and pumping system to effectively transfer bulk PACI to the storage tanks. The cargo trailer chemical transfer system shall be considered the only transfer system.
 - (h) Failure of the Contractor to provide an adequate operational chemical transfer system shall be considered justification for rejection of deliveries.
 - (i) The Contractor shall make the deliveries within 4 calendar days after notification except for emergency deliveries, which might include holidays and night hours. Emergency deliveries may be required within 8 hours after notification at no additional cost to the Washington Aqueduct.
 - (j) The Contractor shall immediately notify the Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 of any delay to a scheduled delivery. The Contractor shall arrange for an alternate delivery time.
 - (k) All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. Monday thru Friday excluding holidays. The Contracting Officer's Representative must approve any exception to this requirement.
 - (l) The Contractor shall be reimbursed for demurrage charges incurred as a result of delays caused by the Washington Aqueduct whenever unloading has not started within 2 hours after arrival.
9. **Condition of Cargo Trailers** –
- (a) All cargo trailers and appurtenant valves used for the delivery of the PACI, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
 - (b) Any cargo trailer found leaking chemicals should not be allowed to depart any facility until the Contractor or his designated representative makes appropriate repairs.
 - (c) Any cargo trailer found to be leaking chemicals should be considered an emergency situation requiring immediate attention by the Contractor.
10. **Safety Requirement** – The cargo trailer operator shall wear the appropriate protective face and body apparel, as required by the Occupational Safety and Health Act, when unloading the PACI.
11. **Spillage** –
- (a) All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any PACI spillage.
 - (b) The Contractor and the cargo trailer operator shall be responsible for all spillage clean-up, contaminated matter, and the removal of all contaminated cleanup material.
 - (c) The Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 shall be notified immediately of any spillage.

12. **Rejection of Deliveries** –

- (a) The Washington Aqueduct reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated.
 - (b) Upon arrival at a facility, the cargo trailer operator shall present to on-site personnel the following items:
 - (1) Contractor’s shipping invoice
 - (2) Affidavit of compliance (see Section 5)
 - (c) The Washington Aqueduct may at any time test the PACI for specific gravity and visually inspect it for proper color and other evidence of contamination.
13. **Information of Contractor** – The Contractor shall forward to the Washington Aqueduct, upon award of contract, the following information:
- (a) Sales Office Information including:
 - (1) Address
 - (2) Telephone number(s)
 - (3) Normal working hours
 - (4) Responsible personnel
 - (b) Ordering Office Information:
 - (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 a day)
 - (1) Telephone number(s)
 - (2) Responsible personnel
14. **Product Information Bulletin, NSF Listing, Material Safety Data Sheet** – Upon contract award, one set of reproducible originals (along with reproduction rights) of the product Information Bulletin, a NSF letter of acceptance, and Material Safety Data Sheet for the PACI supplied shall be forwarded by the Contractor to:

**Washington Aqueduct
 Dalecarlia Water Treatment Plant
 Plant Operations Branch
 5900 MacArthur Blvd., N.W.
 Washington, D.C. 20016-2514
 Attention: Woody Peterson**

15. **Chemical Delivery Security** –

- (a) Upon contract award, the Contractor shall send the names and photographs of the cargo trailer operators making deliveries to:

**Washington Aqueduct
 Plant Operations Branch
 5900 MacArthur Blvd., N.W.
 Washington, D.C. 20016-2514
 Attention: Woody Peterson**

And/or to:

McMillan Water Treatment Plant
2500 First Street, N.W.
Washington, D.C. 20001
Attention: Mel Tesema

- b) The Contractor shall provide the Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 with the cargo trailer operator's name prior to the delivery leaving the PACI plant. This allows the Dalecarlia and McMillan Operations Branch time to match the cargo trailer operator name and photo identification prior to arrival.
- (c) Each cargo trailer used to deliver PACI 275-gallon tote bins shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) Each PACI 275-gallon tote bin cargo trailer shall have a security tag number located on the door handle. The security tag number shall be faxed to the Dalecarlia WTP 202-764-2401 or McMillan WTP 202-762-0147 after each trailer has been loaded and is ready for shipping. Once each delivery is made, the tag number shall be checked to assure the cargo trailer has not been tampered with.
- (e) The PACI 275-gallon tote bin lot numbers shall be faxed to the Dalecarlia WTP 202-764-2401 or McMillan WTP 202-762-0147 as part of the bill of lading and packing slip. This lot number can be checked to assure the cargo has not been tampered with.
- (f) The bulk PACI cargo trailer unloading hose coupling shall be sealed and include a security tag number. This cargo trailer hose coupling security tag number shall be faxed to the Dalecarlia WTP 202-764-2401 or McMillan WTP 202-762-0147 after the trailer has been loaded and is ready for shipping. Once the delivery is made the tag number shall be checked to assure the PACI has not been tampered with.
- (g) The bulk PACI cargo trailer shall have additional security tag number located on all manways and/or hatches. The cargo trailer manway/hatch security tag number shall be faxed to the Dalecarlia WTP 202-764-2401 or McMillan WTP 202-762-0147 so the number can be checked to assure the cargo has not been tampered with.
- (h) The Dalecarlia WTP 202-764-2700 and McMillan WTP 202-762-0166 shall be immediately notified of any changes in the driver, cargo trailer, and or delivery schedule.
16. **Return of Empty Tote Bins** – The Contractor shall be responsible for return of all empty tote bins at no cost to the government.

CCR

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.

2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.

3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.

4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>.

Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich

JAMES J. RICH, PhD.

Chief, Contracting Division

