

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-3210-6420		PAGE 1 OF 6				
2. CONTRACT NO. DACW31-03-P-0409		3. AWARD/EFFECTIVE DATE 24-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0116		6. SOLICITATION ISSUE DATE 27-Aug-2003		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 12 Sep 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: 3585 SIZE STANDARD:750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0% NET 30 DAYS		
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647		CODE E1R0260		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500				
17a. CONTRACTOR/OFFEROR MOST DEPENDABLE FOUNTAINS ANITA BEACHUM 5705 COMMANDER DRIVE ARLINGTON TN 38002-4159 TEL. (800) 552-6331		CODE OWFU2		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200				
FACILITY CODE OWFU2										
<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 \$4,440.00			
<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 COPIES <input type="checkbox"/> 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) <i>Patricia J Hensley</i>			31c. DATE SIGNED 25-Sep-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		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
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	PEDESTAL DRINKING FOUNTAINS FFP PER THE ATTACHED SPECIFICATIONS. Technical POC: Dwight Beall @ (814) 658-3405 Ext. 203 POC Contracting Office: Sandy Wicks @ (410) 962-3987 Vendor Rep: Anita Beachum @ (800) 552-6331 PURCHASE REQUEST NUMBER: W81W3G-3210-6420	3	Each	\$1,480.00	\$4,440.00
NET AMT					\$4,440.00
ACRN AA Funded Amount					\$4,440.00

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	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	24-OCT-2003	3	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0260

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500A05250014900 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$4,440.00

CLAUSES INCORPORATED BY REFERENCE

52.211-5	Material Requirements	AUG 2000
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	MAY 2002
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the

Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix

may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

SPECIFICATIONS

The contractor shall supply and deliver the following items to Raystown Lake Pennsylvania, Seven Points Recreation Area, Hesston PA 16647. Deviations from Specifications and comparative substitutions shall only be permitted at the discretion of the Raystown Lake Operations Manager.

Shipping costs are to be included in the bid costs for each item.

Item #	Schedule of Supplies/Services (All prices to include shipping w/I costs.)	Quantity	U/I	Unit Cost	Total Cost
1	Pedestal Fountain -- Meets NSF-61 requirements and has a UL approved label with UL tracking number; Pedestal is one piece weld construction; standard 3/16" wall thickness; 18 gauge electro-polished stainless steel receptor bowl; Bowl overlaps pedestal by 9/16"; Heavy-duty, stainless steel anti-squirt bubbler head mounted with lock nut and washer to prevent tampering; Push bar is 304 stainless steel with 1-1/4" X 2" stainless steel housing; Non-cartridge stainless steel O-Ring control valve delivers non-spurt, adjustable steady stream of				

	<p>water; washerless; Water supply is through maintenance free reinforced nylobraid tubing and 304 stainless steel fittings that are NSF-61 certified by underwriters laboratories; Water supply is supplied with a 1/2" MIP threaded inlet with stainless steel strainer; union fittings at every connection; supply line stops above grade; Oven-baked powder coat green finish; 1-1/2" schedule 40 PVC pipe for waste; waste line stops above grade; Working parts accessible through bowl of fountain for easy service; surface mount installation; access door with vandal resistant stainless steel.; one year warranty; meets ADA regulations.</p>				
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Note -- Deviations from specifications and comparative substitutions shall only be permitted at the discretion of the Raystown Lake Operations Manager.