

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-3220-5302		PAGE 1 OF 10	
2. CONTRACT NO. DACW31-03-P-0425		3. AWARD/EFFECTIVE DATE 30-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0132	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		6. SOLICITATION ISSUE DATE 10-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: 5169 SIZE STANDARD:100 ee		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO ADMINISTRATIVE BRANCH RANDALL HILL 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220		CODE E250100		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR POLYDYNE INC PETER NICHOLS 1 CHEMICAL PLANT ROAD, P.O. BOX 279 RICEBORO GA 31323 TEL. (912) 880-2035		CODE 1LB61 FACILITY CODE 1LB61		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	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT \$10,780.00	
<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 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 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 30-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 <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				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				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	61040008 - Provide Bulk Nonionic FFP Provide Bulk Nonionic Polymer during the period of 01 Oct 2003 thru 30 Sept 2004 in accordance with the attached specifications. Technical POC: : Randy Hill @ (202) 764-2727 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 Vendor Rep: Peter Nichols @ (800) 848-7659 PURCHASE REQUEST NUMBER: 96311M-3220-5302	10	Each	\$1,078.00	\$10,780.00
NET AMT					\$10,780.00
ACRN AA Funded Amount					\$10,780.00

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	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	ADMINISTRATIVE BRANCH RANDALL HILL 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 202-764-2727 FOB: Destination	E250100

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 2600 001SZV
 AMOUNT: \$10,780.00

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	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
52.225-13	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

52.212-5 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)

SCOPE OF WORK

SPECIFICATIONS

NONIONIC POLYMER

Polyacrylamide Emulsion

1. **Requirement** – It is required that an agreement be established to furnish, in accordance with these specifications, all of the Washington Aqueduct Dalecarlia Water Treatment Plants (WTPs) requirements for nonionic polymer during the period of October 1, 2003 to September 30, 2004. The Polyacrylamide emulsion shall be herein referred to as nonionic polymer.
2. **General** – The purpose of this specification is to provide the minimum requirements for nonionic polymer including physical, chemical, shipping, and testing requirements.
3. **Physical Requirements** –

- (a) The nonionic polymer must be in a polyacrylamide emulsion form, easily applied by metering pumps, and water miscible.
- (b) The polymer shall be a 35 to 45% total solids emulsion, free from visible foreign matter and sediment, and suitable for use with potable water.
- (c) The nonionic polymer shall have a neutral charge
- (d) The product supplied is an opaque white, free flowing, moderately viscous liquid with a hydrocarbon odor.
- (e) A clear hydrocarbon layer may separate and appear as a top layer on the nonionic polymer.
- (f) The nonionic polymer supplied shall possess:
 - (1) Density between 8.5 and 9.0 lbs./gal..
 - (2) Specific gravity between 1.01 and 1.10 at 75°F.
 - (3) pH shall be between 6.0 and 8.0.
 - (4) Freezing point of approximately 7°F.
 - (5) Viscosity between 390 and 900 cPs at 75° F.
 - (6) Residual AcAm < 500 ppm.
 - (7) Boiling point of approximately 200°F, with a flash point greater than 200°F.
 - (8) Ethoxylated Alcohol range between 1 and 5%.
- (g) The polymer must be freeze/thaw stable, requiring nothing more than agitation to place thawed material back into a useable form.

4. **Quality** –

- (a) The nonionic polymer 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 nonionic polymer.
- (b) The nonionic polymer 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 in accordance with AWWA B453-96 specification.
- (d) Failure to comply with this requirement may, at the discretion of the Washington Aqueduct, be considered grounds for cancellation of the contract for the remainder of the contract period.
- (e) The Contractor shall provide a letter stating NSF approval of the product as a nonionic polymer with the contract bid.
- (f) The polymer must be effective over a broad water pH range.
- (g) The product supplied must be safe to handle by operating personnel.

(h) The polymer shall be supplied by an ISO 9002 quality standard certified company and from a specific plant or site holding this certification. The Contractor shall supply a copy of a valid certification with the bid.

5. **Affidavit of Compliance** –

- (a) The Contractor shall submit an affidavit of compliance stating the quality of nonionic polymer complies with these specifications. The affidavit shall accompany each delivery.
- (b) The affidavit of compliance verifies that the nonionic polymer meets the quality parameters as specified and detailed in Section 3 and 4 above.
- (c) The affidavit of compliance shall also contain the 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 polymer 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 nonionic polymer 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 nonionic polymer requirements at the Dalecarlia WTP 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.

8. **Delivery** –

(a) The Contractor shall make nonionic polymer deliveries upon request, in 275-gallon tote bins.

(b) The deliveries shall be to following Government facility:

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

(c) The Contractor shall supply the Dalecarlia WTP with a minimum of 0 tote bins of polymer and a maximum of 10 tote bins during the period of October 1, 2003 to September 30, 2004.

(d) The nonionic polymer shall be delivered 1 to 2 tote bins at a time.

(e) 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.

(f) The Contractor shall immediately notify the Dalecarlia WTP 202-764-2700 of any delay to a scheduled delivery. The Contractor shall arrange for an alternate delivery time.

(g) 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.

(h) 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 used for the delivery of nonionic polymer, 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 polymer.

11. **Spillage** –

- (a) 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.
- (b) The Dalecarlia WTP 202-764-2700 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 the 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 nonionic polymer 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 nonionic polymer supplied, shall be forwarded by the Contractor to:

**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**

- (b) The Contractor shall provide the Dalecarlia WTP 202-764-2700 with the cargo trailer operator's name prior to the delivery leaving the nonionic polymer plant. This allows the Dalecarlia Operations Branch time to match the cargo trailer operator name and photo identification prior to arrival.
- (c) Each cargo trailer used to deliver polymer 275-gallon tote bins shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) Each 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 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 275-gallon tote bin lot numbers shall be faxed to the Dalecarlia WTP 202-764-2401 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 Dalecarlia WTP 202-764-2700 shall be immediately notified of any changes in the driver, cargo trailer, and or delivery schedule.