

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9132A-4219-9890		PAGE 1 OF 15		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0130		6. SOLICITATION ISSUE DATE 17-Aug-2004	
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 AM 31 Aug 2004		
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201  TEL: FAX:		CODE W912DR	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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 424690 SIZE STANDARD: 100 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		12. DISCOUNT TERMS
15. DELIVER TO CHEMISTRY UNIT ELIZABETH TURNER 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 TEL: 202-764-2728 FAX:		CODE E250632	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY 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	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<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:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	61050011 - Procure and Sodium Bisulfite FFP The purpose of this specification is to provide the minimum requirements for Sodium Bisulfate including physical, chemical, shipping, and testing requirements.  POC (REQUESTOR) ELIZABETH TURNER/RANDY HILL (202)764-0732/2727 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410) 962-5610/ tony.epps@nab02.usace.army.mil  NOTE: ALL QUESTION SHALL BE SUBMITTED VIA EMAIL TO MY ATTENTION (TONY EPPS) NO QUESTION WILL BE ACCEPTED VIA PHONE OR FAX. NO PHONE OR FAX REQUEST FOR COPIES OF SOLICITATION WILL BE ACCEPTED. ALL BIDS CAN BE FAXED (410) 962-0933, EMAILED TO MY ATTENTION OR MAILED TO: U.S. ARMY CORPS OF ENGINEERS, CONTRACTING DIVISION, ATTN: TONY EPPS 10 SOUTH HOWARD STREET, BALTIMORE, MD 21201-2530 PURCHASE REQUEST NUMBER: W9132A-4219-9890	30	Drum		

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NET AMT

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
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0001	POP 10-OCT-2004 TO 30-SEP-2005	N/A	CHEMISTRY UNIT ELIZABETH TURNER 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 202-764-2728 FOB: Destination	E250632
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## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-1	Small Business Program Representations	MAY 2004
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	OCT 1995
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
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 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## 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.

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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

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(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)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name

and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 clause4)

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 (JUN 2004) (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 clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), 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 (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (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 (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, 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. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (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:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

SCOPE OF WORK

**SPECIFICATIONS**  
**Sodium Bisulfite - Na<sub>2</sub>S<sub>2</sub>O<sub>5</sub>**

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 Sodium Bisulfite (Na<sub>2</sub>S<sub>2</sub>O<sub>5</sub>) during the period of October 1, 2004 to September 30, 2005.
2. **General** – The purpose of this specification is to provide the minimum requirements for Sodium Bisulfate including physical, chemical, shipping, and testing requirements.
3. **Physical Requirement** –
  - (a) The product supplied shall be free from lumps and foreign matter.
  - (b) The Na<sub>2</sub>S<sub>2</sub>O<sub>5</sub> shall be a free flowing liquid.
  - (c) The Sodium Bisulfite supplied is a yellowish liquid with a pungent sulfur dioxide odor.

- (d) Sodium Bisulfite's molecular weight is 104.06 g/mol.
- (e) The  $\text{Na}_2\text{S}_2\text{O}_5$  boiling point is 104°C.
- (f) A 38%  $\text{Na}_2\text{S}_2\text{O}_5$  solution's specific gravity is 1.33.
- (g) The 38% solution's pH is between 4.3 and 5.3.

4. **Quality** –

The Sodium Bisulfite 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 Sodium Bisulfite.

The  $\text{Na}_2\text{S}_2\text{O}_5$  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.

The product shall be in approved in accordance with AWWA B601-93 and this specification. This specification shall take precedence over AWWA B601-93 regarding Sodium Bisulfite quality.

The Sodium Bisulfite supplied by the Contractor is a 38% solution.

- (e) 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.
- (f) The Contractor shall provide a letter stating the  $\text{Na}_2\text{S}_2\text{O}_5$  meets NSF approval to reduce chlorine in a municipal water supply with the contract bid.
- (g) The Sodium Bisulfite 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 Sodium Bisulfite complies with these specifications. The affidavit shall accompany each delivery.
- (b) The affidavit of compliance verifies that the  $\text{Na}_2\text{S}_2\text{O}_5$  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 Sodium Bisulfite 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 Sodium Bisulfite 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  $\text{Na}_2\text{S}_2\text{O}_5$  requirements at the Dalecarlia WTP during the period of October 1, 2004 to September 30, 2005.
- (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 deliver Sodium Bisulfite in 55-gallon drums. The drum material shall be compatible with  $\text{Na}_2\text{S}_2\text{O}_5$ .
- (b) The Sodium Bisulfite deliveries shall be to the 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 5  $\text{Na}_2\text{S}_2\text{O}_5$  drums and a maximum of 30.
- (d) The Sodium Bisulfite minimum shipment quantity shall be 5 drums at a time.
- (e) The transfer of chemicals from the cargo trailer shall be considered the responsibility of the Contractor and the cargo trailer operator.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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 55 gallon drums used for the delivery of the Sodium Bisulfite, 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  $\text{Na}_2\text{S}_2\text{O}_5$ .
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 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 visually inspect the Sodium Bisulfite 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 Sodium Bisulfite 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**

- (b) The Contractor shall provide the Dalecarlia WTP 202-764-2700 with the cargo trailer operator's name prior to the delivery leaving the Sodium Bisulfite 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  $\text{Na}_2\text{S}_2\text{O}_5$  drums shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) The Sodium Bisulfate drum 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.
- (e) The Dalecarlia WTP 202-764-2700 shall be immediately notified of any changes in the driver, cargo trailer, and or delivery schedule.
- (f) The Contractor is responsible for the pick-up and disposal or recycling of empty and near empty drums. The Dalecarlia WTP shall notify the Contractor when empty and near empty drum pick-up is required.