





**PART I – SF 1449 CONTINUED****IMPORTANT NOTICES TO OFFERORS:**

1. The Government plans to award up to two (2) 2-year Firm Fixed-Price Requirements-Type contract(s) for Gaseous Hydrogen (GH2) as specified in the schedule. Offerors may propose a stand alone price for each of the product CLINs by customer location. The tube trailer lease for Blue Origin (CLIN 0002) will be evaluated and awarded with the product CLIN for Blue Origin, i.e. CLIN 0001. The Government is seeking deliveries of GH2 to Edwards AFB CA into on site storage with a finished off-load at high pressure (see CLIN 0004 of the Schedule).
2. The Government intends to award a contract(s) by 30 Aug 08, but if awarding on that date with 17 Sep 08 as the delivery date to the customer (Blue Origin in Kent, WA ) is not doable or cannot be offered, offeror(s) shall advise as soon as possible what is doable and the award date will be adjusted based on industry input. Regardless, Contract award will be no earlier than 17 Aug 08.
3. All offerors shall comply with the requirements listed in Clause L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC AUG 2007).
4. Clause M2.14.100 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC JUN 2008) included on pages 23-24 is incorrect. An amendment to the RFP revising the M clause will be issued in sufficient time for all potential offerors to propose.
5. Central Contractor Registration (CCR) is required and is available at [www.ccr.gov](http://www.ccr.gov) or (888) 227-2423.
6. The address for overnight delivery of proposals resulting from this solicitation is as follows:  
 Defense Energy Support Center  
 Attn: Susan Mullis  
 DESC-MK, Bldg 1621  
 1014 Billy Mitchell Blvd  
 San Antonio, Texas 78226
7. For questions regarding Small Business or Small Disadvantage Business affairs, offerors are directed to Mrs. Lula Manley of the DESC Small Business Office at 703-767- 9678 or 800-523-2601.

**SOLICITATION FORMAT**

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**PART I – SF 1449 CONTINUED**

**B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)**

(a) This is an indefinite quantity contract for the purchase of supplies (and/or services, if applicable) to be furnished during the contract term. The delivery points, methods of delivery, and estimated quantities are specified in the Schedule as contract line item numbers (CLINs). The quantities shown are best estimates of required Government quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered/loaded may be greater than or less than such quantities as allowed by the VARIATION IN QUANTITY clause.

(b) The following provisions apply **ONLY** if the applicable box is checked:

(1)  This is a REQUIREMENTS-TYPE contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract, as allowed by the REQUIREMENTS clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause.

(2)  This is an INDEFINITE DELIVERY/INDEFINITE QUANTITY contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the Contracting Officer during the contract period, at least the quantity of supplies or services designated in the Schedule as the “minimum”, as allowed by the INDEFINITE QUANTITY clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause,

(3)  Orders issued by the Ordering Officer at the destination location are considered extensions of the Blanket Delivery Order issued by the DESC Contracting Officer and, as such, may be issued orally, by facsimile or by electronic commerce methods, as allowed by the ORDERING clause.

(4)  The unit prices specified below shall be fixed for the term of the contract.

(5)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – STANDARD SUPPLIES clause, as contained in the Schedule.

(6)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – SEMISTANDARD SUPPLIES clause, as contained in the Schedule.

(7)  Items of this contract call for f.o.b. destination delivery, unless the item specifies otherwise. The destination for each item is the point of delivery shown in the particular item. Inspection for quality will be at origin with final acceptance at destination. Applicable to CLIN(s) \_0001 and either 0004 or 0005\_\_\_\_\_.

(8)  F.o.b. destination item(s) called for under this contract shall have shipment quantity determinations performed at destination.

(9)  Items of this contract call for f.o.b. origin delivery, unless the item specifies otherwise. Inspection and acceptance will be at origin. Applicable to CLIN(s) \_\_\_\_\_.

(10)  Any offers received for less than the full quantity for each line item will be rejected by the Government.

(11) [ ] A copy of the certified weight ticket shall accompany each shipment.

(12) [ X ] A copy of the Certificate of Analysis shall accompany each shipment.

(13) [ ] An original and one copy of the H-14 Transport Equipment Delay Certificate shall be provided with each shipment, if applicable.

(DESC 52.207-9F79)

**SCHEDULE**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	GASEOUS HYDROGEN, TYPE I, (GH2) 9135-00-823-8133, BULK IAW MIL-PRF-27201D, DATED 07 FEB 2007 HAZARDOUS MATERIAL DELIVERED FOB DESTINATION TO BLUE ORIGIN, KENT, WA STANDARD INDUSTRY PRESSURE OFF-LOAD			
0001AA	PERIOD OF PERFORMANCE 1 SEP 08 thru 31 AUG 09	150 MC	_____	_____
*0001AB	PERIOD OF PERFORMANCE 1 SEP 09 thru 31 AUG 10	0 MC	_____	_____
0002	SERVICES, TUBE TRAILER LEASE, IN SUPPORT OF CLIN 0001 REFER TO CLAUSE C900, PARA 4. a. 5. TUBE TRAILER LEASE			
0002AA	PERIOD OF PERFORMANCE 1 SEP 08 thru 31 AUG 09	365 DAYS	_____	_____
0002AB	PERIOD OF PERFORMANCE 1 SEP 09 thru 28 FEB 10	182 DAYS	_____	_____
0003	RESERVED			
0004	GASEOUS HYDROGEN, TYPE I, (GH2) 9135-00-823-8133, BULK IAW MIL-PRF-27201D, DATED 07 FEB 2007 HAZARDOUS MATERIAL DELIVERED FOB DESTINATION INTO GOVERNMENT-OWNED STORAGE TANKS AT EDWARDS AFB, CA HIGH PRESSURE REFER TO CLAUSE C900, PARA 4.b.6. HIGH PRESSURE OFF-LOAD			
0004AA	PERIOD OF PERFORMANCE 1 SEP 08 thru 31 AUG 09	9,846 MC	_____	_____
0004AB	PERIOD OF PERFORMANCE 1 SEP 09 thru 31 AUG 10	9,846 MC	_____	_____
0005	DETENTION COST, ESTABLISHED PER 1/2 HR. IAW Clause F3.10 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (AEROSPACE ENERGY)(DESC APR 2006)	0		

\*Subclin with Zero EQ: Although DESC does not currently have requirements for GH2 during timeframe of the SUBCLIN with Zero EQ, we are requesting firm fixed priced offers from industry for that timeframe, so that in the event the Agency receives requirements during the timeframe of the Zero EQ SUBCLIN, re-competing or obtaining prices in the future will not be necessary. Submitting offers on the Zero EQ SUBCLIN is, however, optional. If offers are submitted for the Zero EQ SUBCLIN, the prices shall be determined fair and reasonable at time of award. If offers are not submitted for the Zero EQ SUBCLIN, and if DESC

does obtain additional requirements, the offeror will not be considered for delivery of product during this timeframe of the SUBCLIN.

## **DESCRIPTION/SPECIFICATIONS**

### **C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

### **C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC APR 2006)**

#### PART I – REQUIREMENT

#### GENERAL INFORMATION:

1. DESCRIPTION OF REQUIREMENT: The Defense Energy Support Center (DESC), Defense Logistics Agency, as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for Aerospace Energy products and services, requires production and distribution of bulk Gaseous Hydrogen (GH2). Contractor shall provide all production, materials, supplies, management, tools, equipment, transportation and labor necessary for the manufacture and delivery of bulk GH2 on an FOB Destination basis. The Government requires GH2 for aerospace component fabrication, regenerative fuel cell development and engine testing.
2. SPECIFICATION REQUIREMENTS:
  - a. GH2 provided shall conform to Hydrogen, MIL-PRF-27201D, dated 07 February 2007, Type I – Gaseous, 99.995%.
  - b. In addition to the reports required elsewhere within this contract, one copy of a certificate of analysis for each sample required by the specification shall be sent to DESC-QA/QT within three days after the analysis of that sample. The analysis report shall be emailed to [tech.prop@dla.mil](mailto:tech.prop@dla.mil), or faxed to the attention of DESC-QA/QT at (210) 925-8048.
3. QUALITY INSPECTION AND ACCEPTANCE: Quality inspection shall be performed at origin; acceptance shall be performed at destination.
4. LOCATIONS SUPPORTED:
  - a. BLUE ORIGIN LLC, KENT, WA
    1. Ship to:  
Blue Origin LLC  
Gate 1  
21218 76<sup>th</sup> Avenue South  
Kent, WA 98032-2442
    2. Points of contact:  
Primary: Todd Roberts  
Phone: 253-437-9347  
Fax: 253-437-9301  
  
Alternate: Martin Reinke  
Phone: 253-437-9398  
Fax: 253-437-9301
    3. Ordering:  
(1) Initial delivery of one full tube trailer shall be delivered no later than 17 Sep 2008.  
(2) Subsequent deliveries shall be delivered 30 calendar days after the order is placed by the authorized Ordering Officer.
    4. Receiving:  
(1) Monday thru Friday, 0800 to 1700 hours.  
(2) Quantity determination shall be at destination.

5. Tube Trailer Lease:
  - (1) Contractor shall be required to provide a tube trailer as temporary storage at the customer delivery site.
  - (2) Lease shall be per day and shall begin on first full day after delivery and conclude on day the Contractor is notified the tube trailer is available to be picked up by the Contractor.
  - (3) The Contractor shall invoice no less than monthly for tube trailer lease.
  - (4) Minimum tube trailer capacity shall be 50 MC.
  - (5) Tube trailer shall have capability for regulating outlet pressure to 200 psig nominal, while supplying a minimum of 0.410 MC of flow.
  - (6) Blue Origin provided pad for tube trailer is 14 ft. X 50 ft.
  - (7) Seismic stabilizing measures shall be provided by Blue Origin per local ordinances.
  - (8) Blue Origin's interface requires the Contractor to be capable of connecting to a male 37 deg. flared tube connector per MS24385-12.

b. EDWARDS AIR FORCE BASE, CA

1. Ship to:
 

Air Force Research Laboratory  
Area 1-120, Building 8762  
Edwards AFB, CA 93524
2. Points of contact:
 

Primary: Ted Suatengco  
Phone: 661-275-3202

Alternate: Gabe Mendez  
Phone: 661-275-6009

Alternate: Tom Malvin  
Phone: 661-275-5290  
Cell: 661-275-5208

Alternate: Don Roberts  
Phone: 661-275-5290  
Cell: 661-810-3078

Alternate: Don Sladek  
Phone: 661-275-6430  
Cell: 661-852-1768
3. Ordering: Deliveries shall be delivered 7 calendar days after the order is placed by the authorized Ordering Officer.
4. Receiving:
  - (1) Monday thru Thursday, 0700 to 1530 hours.
  - (2) Quantity determination shall be at destination.
  - (3) Security: Delivery personnel/driver(s) shall be U.S. citizen(s) and be prepared to present proof if asked. The delivery truck must clear routine security inspection, as such; no weapons, bombs, ammo and the like.
  - (4) Security (Advance Notice): Contractor shall provide advance notification (at least 3 days) to the Area 1-120 foreman/supervisor by calling Tom Malvin or Don Roberts or Don Sladek. In addition, notify the area Program Manager, Ted Suatengco or Gabe Mendez.
  - (5) Driver Arrival: Upon arrival at the Security Guard House, notify the guard to contact Area 1-120 foreman/supervisor (see Security Advance Notice). If advance notice was not provided, the driver must obtain a badge and await the arrival of an escort before entering the site. If an escort is required, the escort will accompany the driver to the test area for off-load. If off-load operations will continue past normal business hours, both

Security Guard House and Security Office Control Center 661 275-5632 must be notified in advance to ensure required arrangements are made. Normally, this function will be performed by the Area 1-120 foreman/supervisor.

5. Storage:
  - (1) The Government shall provide four storage tanks, ID # V-366, V-367, V-368, and V-369. Each has 400 cu ft volume.
  - (2) MAWP: 10,000 psig.
  - (3) Minimum off-load hose length is 10 ft.
  - (4) Contractor shall be required to fill tank(s) by connecting to a standard 1" male union.
6. Gas delivery pressure considerations at off-load:
  - (1) Maximum off-load pressure not to exceed 10,000 psig.
  - (2) Minimum off-load pressure not to fall below 6,000 psig.

## **PACKAGING AND HANDLING**

### **D10 PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)**

(a) The Contractor shall be responsible for ensuring the hazardous materials shipment is in full compliance with all applicable packaging/packing, marking, labeling, placarding, blocking and bracing, and palletizing and shipping certifications in force and effect on the date of the shipment in accordance with the following applicable rules and regulations for the individual hazard, ultimate destination, and mode of transportation:

- (1) Title 49 of the Code of Federal Regulations (49 CFR) -- Packaging.
- (2) DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (3) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (4) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of

Dangerous Goods by Air.

- (5) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).
- (6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).
- (7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).
- (8) ASME MH 1.8, Wood Pallets.

- (b) Contractor commercial packaging (ASTM D 3951) shall also be in compliance with the requirements listed. (DESC 52.223-9F17)

### **D15 CONTRACTOR SEAL REQUIREMENT (AEROSPACE ENERGY) (DESC OCT 2006)**

(a) The Contractor shall place tamper indicating devices (TIDs) such as a seal or cap on the shipping container(s) immediately after filling and sampling. The TIDs shall be placed on the containers in such a manner that pilferage or tampering of the product could only be accomplished by breaking or otherwise destroying the TID. This may require the application of several TIDs on each shipment container.

(b) Where possible, the TID shall be printed with a serial number. The container number and TID number(s) shall be recorded on the certificate of analysis and on the shipping documents. Monthly equipment inventory reports provided to DESC by the Contractor shall include container numbers as well as corresponding TID numbers.

(c) TIDs shall not be removed from a container unless authorized by DESC. If a TID is broken or no longer intact, the Contractor shall contact the Contracting Officer for further instructions. If the Contractor is instructed to place a new TID on the container, the new TID number (if applicable) shall be noted, along with the container number, as stated in paragraph (b) above.

(DESC 52.211-9FN1)

## **INSPECTION AND ACCEPTANCE**

### **E1.15 CONTRACTOR INSPECTION RESPONSIBILITIES (AEROSPACE ENERGY) (DESC APR 2006)**

#### **(a) QUALITY CONTROL PLAN.**

(1) The Contractor shall provide and maintain an inspection system and a written Quality Control Plan (QCP) acceptable to the Government. If the Contractor is ISO certified Q91 (ISO9001) Quality Management Systems, they have the option to offer their Q91 inspection system as their QCP provided their Q91 written plan incorporates all the QCP elements identified below. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services.

(2) The QCP shall include--

- (i) A schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points;

- (ii) Sampling procedures.
- (iii) Sample testing methods/procedures;
- (iv) Analytical and measuring equipment calibration program;
- (v) Loading/shipping procedures;
- (vi) Records maintenance and reports preparation/distribution; and
- (vii) Corrective action procedures.

(b) The Contractor shall perform all inspection tests required by the specification/item description of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. The Contractor shall notify the QR in sufficient time to permit inspection by the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(DESC 52.246-9FE2)

**E6 CERTIFICATE OF CONFORMANCE (DESC JAN 2004)**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the Material Inspection and Receiving Report (DD Form 250) or other authorized document that is distributed to the payment office (Block 12 of the DD Form 250). A copy shall also be sent with the shipment and to the CAO (Block 10 of the DD Form 250); however, the CAO copy shall only be sent if specifically requested by the Contracting Officer.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(DESC 52.246-9F01)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is

**TO BE DETERMINED AT TIME OF AWARD**

(DESC 52.246-9F35)

**E33.07 MANUFACTURING AND FILLING POINTS (DESC MAR 2006)**

The name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished hereunder are as follows:

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILLING POINT</u>
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(DESC 52.246-9F50)

**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

## **DELIVERIES OR PERFORMANCE**

### **F1.36 DETERMINATION OF QUANTITY (PROPELLANTS, CRYOGENICS AND GASES) (AEROSPACE ENERGY) (DESC APR 2006)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined according to one of the following methods:

(1) **DELIVERIES INTO OR BY PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's terminal or plant, the quantity shall be determined by a calibrated flow meter.

(B) The **Government** retains the right to have a representative witness quantity measurements performed by the Contractor.

(ii) **F.O.B. DESTINATION.**

(A) At the Government's option, quantity determinations will be made at the receiving activity on the basis of a calibrated flow meter.

(B) The **Contractor** has the right to have a representative witness quantity measurements performed by the Government.

(C) If the Government does not opt to perform quantity determinations at the destination (see schedule), the Contractor shall determine quantity on the basis of a calibrated flow meter.

(D) The **Government** retains the right to have a representative witness quantity measurements performed by the Contractor.

(2) **DELIVERIES BY OTHER THAN PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's terminal or plant, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated flow meter.

(b) Weight using calibrated scales.

(c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).

(B) The **Government** retains the right to have a representative witness quantity measurements performed by the Contractor.

(ii) **F.O.B. DESTINATION.**

(A) At the Government's option, quantity determinations will be made at the receiving activity on the basis of--

(a) Calibrated flow meter.

(b) Weight using calibrated scales.

(c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).

(B) The **Contractor** has the right to have a representative witness quantity measurements performed by the Government.

(C) If the Government does not opt to perform quantity determinations at the destination (see Schedule), the Contractor shall determine quantity on the basis of--

(a) Calibrated flow meter.

(b) Weight using calibrated scales.

(c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).

(D) The **Government** retains the right to have a representative witness quantity measurements performed by the Contractor.

(b) **MEASUREMENT STANDARDS.** Weight scales used in determining net shipping volumes shall be certified as calibrated within the frequency required by local regulation. If no local regulation exists, the frequency of calibration shall be conducted in accordance with weight scale manufacturer recommendation or every six months, whichever is more frequent. All flow meters used in determining product volume shall be calibrated within the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every six months, whichever is more frequent. Pressure gauges and thermometers used to calculate fill quantities for gaseous cylinders and tube trailers shall be calibrated at least every six months. The net quantity shipped shall be reported on the DD Form 250 or commercial equivalent, whichever is applicable.

(DESC 52.211-9FB6)

**F3.04 TRANSPORTATION OF HAZARDOUS MATERIALS (AEROSPACE ENERGY) (DESC APR 2006)**

The Contractor shall be responsible for ensuring the transportation of hazardous materials is in full compliance with all applicable rules and regulations below that are in force and effect on the date of the shipment for the individual hazard, ultimate destination, and mode of transportation:

- (a) Title 49 of the Code of Federal Regulations (49 CFR) -- Transportation.
- (b) DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (c) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (d) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of Dangerous Goods by Air.

(e) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

(DESC 52.247-9FJ6)

**F3.10 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (F.O.B.DESTINATION) (AEROSPACE ENERGY) (DESC DEC 2007)**

(a) The Contractor shall be paid for detention beyond free time for delays caused by the Government. Free time will commence at the time the Contractor's transport truck or truck and trailer arrives at the delivery destination (receiving tank identified in the contract) and will end when the carrier is released. For items involving multiple drops, time between drops will not be included in the free time. The attached Form H-14, Transport Equipment Delay Certificate, shall be completed to show the date and time the carrier arrived and departed and the reason(s) for the delays. This form must be signed by both the driver and unloading personnel. A signed copy of this form must be sent to--

ATTN: DESC-MIC (INVOICE MONITOR)  
1014 BILLY MITCHELL BLVD  
SAN ANTONIO, TX 78226

(b) A minimum of two hours time is required by the Government. If Contractor free time is beyond two hours, indicate here: \_\_\_\_\_.

(c) The rate for detention shall be comparable to regulated tariffs governing the local area of the receiving activity. The rate for detention shall be stated by quarter hour.

(d) The above will not be considered in the evaluation of offers for award, except that free time of less than two hours or detention rates not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive.

(e) **Detention Costs:** Invoices for detention costs will be forwarded directly to the address stated above.

(DESC 52.247-9FK3)

**F21 CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery Schedule or date, it shall immediately notify the Contracting Officer, in writing, giving pertinent details; PROVIDED, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery Schedule or date or of any rights or remedies provided by law or under this contract.

(DESC 52.242-9FM1)

**CONTRACT ADMINISTRATION DATA****G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

**G152 SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY) (DESC DEC 2007)**

(a) Supporting documentation required for processing payment to the Contractor after delivery of product shall be the original of the DD Form 250, Material Inspection and Receiving Report, or an original of its commercial equivalent. If required by the Schedule, a copy of the certified weight ticket shall accompany each shipment.

(1) **FOR F.O.B. ORIGIN DELIVERIES.** The original DD Form 250 or commercial equivalent shall have been certified by the Government's Quality Assurance Representative (QAR) and have the QAR's typed name, title, mailing address and office phone number included on the document.

(2) **FOR F.O.B. DESTINATION DELIVERIES.** The original DD Form 250 or commercial equivalent shall be provided to the customer/Defense Fuel Support Point (DFSP) to verify receipt of the product at the time of delivery who shall provide the original DD Form 250 or commercial equivalent to a Government representative to certify acceptance of the delivery. For f.o.b. destination deliveries that require f.o.b. origin inspection, the DD Form 250 shall have both the origin QAR's and the customer's/DFSP's signatures.

(3) **FOR C.O.C. DELIVERIES.** The original DD Form 250 or commercial equivalent shall be certified by the Contractor, in accordance with the applicable contract clause, verifying delivery in accordance with contract terms and conditions and the Schedule.

(b) The Contractor shall directly fax the original product invoice along with the original DD Form 250 or commercial equivalent, as described above, within 15 calendar days of delivery, into the Electronic Document Management system at **866-313-2340** or **(614) 693-2630**.

(c) In addition, the Contractor shall concurrently mail a copy of the signed DD Form 250 or commercial equivalent and, if required by the Schedule, a copy of the certified weight ticket to—

DESC-MIC (INVOICE MONITOR)  
1014 BILLY MITCHELL BLVD  
SAN ANTONIO, TX 78226

FAX: 210-925-8048, ATTN: DESC-MIC (Invoice Monitor)

(d) If the contract involves services such as lease of Contractor-furnished equipment, services of any nature, and/or additional service charges otherwise allowed by the Schedule, such as Delay and Standby, the Contractor shall submit a separate service original invoice to the DESC-MIC Invoice Monitor at the address shown in paragraph (c) above. Unless stipulated otherwise in the contract, all invoices for service will be submitted after the services have been performed. In the case of leased containers, the invoice shall also include the container serial number or other unique identifier as well as information relative to the product that the container supports, i.e., name of the product, NSN, etc.

(DESC 52.232-9FF2)

## **PART II – CONTRACT CLAUSES**

### **11.03-1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007) (FAR 52.212-4) IBR**

#### **11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

#### **[Contracting Officer shall check as appropriate.]**

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

(4) [RESERVED]

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

- [ ] (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
  - [ ] (ii) Alternate I (Oct 1995) of 52.219-7.
  - [ ] (iii) Alternate II (Mar 2004) of 52.219-7.
  
- [X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
  
- [X] (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637 (d)(4)).
  - [ ] (ii) Alternate I (Oct 2001) of 52.219-9.
  - [X] (iii) Alternate II (Oct 2001) of 52.219-9.
  
- [ ] (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
  
- [X] (10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) ( 15 U.S.C. 637(d)(4)(F)(i)).
  
- [ ] (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - [ ] (ii) Alternate I (Jun 2003) of 52.219-23.
  
- [ ] (12) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  
- [ ] (13) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  
- [ ] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
  
- [ ] (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
  
- [X] (16) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
  
- [X] (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
  
- [X] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  
- [X] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  
- [X] (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
  
- [X] (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  
- [X] (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
  
- [ ] (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  
- [X] (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
  - [ ] (i) Alternate I (Aug 2007) of 52.222-50.
  
- [ ] (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - [ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  
- [ ] (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
  
- [ ] (27) 52.223-16, IEEE 1680 Standard for the Government Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

- [ ] (ii) Alternate I (Dec 2007) of 52.223-16.
- [ ] (28) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [ ] (29) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).
  - [ ] (ii) Alternate I (Jan 2004) of 52.225-3.
  - [ ] (iii) Alternate II (Jan 2004) of 52.225-3.
- [ ] (30) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [ ] (31) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [ ] (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [ ] (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ ] (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [ ] (37) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- [ ] (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- [ ] (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [ ] (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

**[Contracting Officer shall check as appropriate.]**

- [ ] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- [ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- [ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- [ ] (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) 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 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and 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 type and 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.

(e) (1) 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 (vii) 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 (May 2004) (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 \$550,000 (\$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 (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Sep 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.225-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) 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.

(FAR 52.212-5)

#### **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

- [ ] (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- [ ] (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- [ X ] (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [ ] (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [ ] (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [ ] (12) (i) 252.225-7036, Buy American Act – Free Trade Agreements – Balance of Payments Program (MAR 2007) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] (ii) Alternate I (OCT 2006) of 252.225-7036.
- [ ] (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- [ ] (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts).
- [ ] (15) 252.227-7015, Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [ ] (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [ X ] (17) 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- [ ] (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- [ x ] (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [ X ] (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- [ X ] (ii) Alternate I (MAR 2000) of 252.247-7023.
- [ ] (iii) Alternate II (MAR 2000) of 252.247-7023.
- [ ] (iv) Alternate III (MAY 2002) of 252.247-7023.
- [ X ] (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
  - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pubic Law 108-375).
  - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
  - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

**ADDENDUM TO I1.03-1 (FAR 52.212-4)****I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)**

- (a) This clause incorporates contract clauses and 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.
- (b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**DLAD:** <http://www.dla.mil/j-3/j-336>

- (c) **All DESC clauses and provisions are contained in full text in this document.**
- (d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.
- (e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR

EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	FAR 52.215-5	<b>FACSIMILE PROPOSALS (OCT 1997)</b> <b>(c) (210) 925-9758 or (210) 925-1963 (secure)</b>
L5.01-1	DLAD 52.233-9000	<b>AGENCY PROTESTS (APR 2006)</b>
L74	FAR 52.216-1	<b>TYPE OF CONTRACT (APR 1984)</b> <b><u>Firm Fixed-Price Requirements-Type Contract</u></b>

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	<b>INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996)</b>
F18	FAR 52.247-34	<b>F.O.B. DESTINATION (NOV 1991)</b>
F105	FAR 52.211-19	<b>VARIATION IN QUANTITIY (APR 1984)</b> (b) <u>10% Increase</u> <u>10% decrease</u> This increase or decrease shall apply to <u>CLINs 0001 and CLIN 0004.</u>
G9.09	FAR 52.232-33	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)</b>
I1.07	DFARS 252.204-7004	<b>CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (SEP 2007)</b>
I1.24	FARS 52.203-12	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)</b>
I25	FAR 52.227-1	<b>AUTHORIZATION AND CONSENT (DEC 2007)</b>
I84	FAR 52.216-21	<b>REQUIREMENTS (OCT 1995)</b> (f) <u>60 days after expiration of the ordering period.</u>
I198	DFARS 252.243-7001	<b>PRICING OF CONTRACT MODIFICATIONS</b>
I211	FAR 52.216-18	<b>ORDERING (OCT 1995)</b> (b) From Date of Award thru 31 Aug 2010
I350	FAR 52.233-4	<b>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)</b>

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprourement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated reprourement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

**I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)**

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

**I209.09 EXTENSION PROVISIONS (DESC APR 2003)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

**PART III – CONTRACT DOCUMENTS AND OTHER ATTACHMENTS**

- |  |              |
|--|--------------|
| (1) Performance Specification MIL-PRF-27201D, Table1. Limits of Hydrogen | Attachment 1 |
| (2) FORM H-14 TRANSPORT EQUIPMENT DELAY CERTIFICATE                      | Attachment 2 |
| (3) Contractor Past Performance Data Sheet                               | Attachment 3 |

**PART IV – SOLICITATION PROVISIONS****INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS****ADDENDUM TO L2.05 [FAR 52.212-1)****L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

**L2.11-4 E-MAIL PROPOSALS (DESC APR 2005)**

- (a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.
- (b) E-mail receiving data and compatibility characteristics are as follows:
- (1) E-mail address: [Susan.Mullis@dla.mil](mailto:Susan.Mullis@dla.mil)
  - (2) The Defense Energy Support Center accepts attachments in—
    - (i) Adobe Acrobat;
    - (ii) Microsoft Excel;
    - (iii) Microsoft Word; and
    - (iv) Microsoft PowerPoint.
- (c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.
- (d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.
- (e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.
- (f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.
- (g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

(DESC 52.215-9FA8)

**L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC AUG 2007)**

Proposals shall be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**.

- (a) **PRICE PROPOSAL.** The following items shall comprise the price proposal for this solicitation:

(1) In the Schedule, Section B, Supplies or Services and Prices/Costs, shall be completed for each Contract Line Item Number (CLIN) unless the Schedule notes that multiple awards will be made. In that case, the offeror may select which CLINs against which to submit an offer (unless otherwise specified in the solicitation);

(2) The Standard Form 1449 must be completed, as well as the MANUFACTURING AND FILLING POINTS and TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (AEROSPACE ENERGY) clauses, if included, and all certifications and representations contained in Section K of the solicitation; and

- (b) **TECHNICAL PROPOSAL.**

(1) **NONCOST FACTOR 1: TECHNICAL CAPABILITY.** The offeror shall provide a technical proposal by completing the fill-in data requested in paragraphs (b)(1)(i) through (b)(1)(iv) and attaching supply commitment letters requested in paragraph (b)(1)(iv). The offeror may submit continuation sheets with this fill-in provision to provide additional technical narrative, however, the complete technical proposal, exclusive of any résumés, drawings, or blueprints, shall not exceed 12 pages. The proposal will be evaluated strictly on technical merit and should describe and justify the offeror's technical approach to the requirements of the work to be performed and/or delivery of product under the contract. The technical proposal should be specific and provide concise, straight-forward descriptions of the offeror's capability to perform the requirements of the contract. Proposals that are unrealistic in terms of the description of the offeror's technical capability may be considered indicative of a lack of understanding of the solicitation's requirements. Technical proposals shall include the following (any element you do not address shall be identified as “N/A”):

- (i) **Description of how the offeror will ensure a reliable supply of products/services to meet the annual estimated quantities stated in the RFP schedule.**

(A) Production capability per day of proposed fill plant. \_\_\_\_\_

(B) Plant storage capacity for product offered. \_\_\_\_\_

(C) If offeror will be making deliveries to customers, describe type, number and size of containers that will be used for making deliveries.

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(D) If the contract requires maintenance and repair of Government-owned equipment, such as repairs to cylinders or tube trailers, describe how such services will be performed to meet solicitation requirements.

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(E) Describe offerors proposed quality sampling plan that will be implemented to assure individual shipments made under this solicitation meet the product quality requirements stated in the applicable specification or product description.

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(ii) Description of Contractor-furnished equipment at a location other than the Contractor's facility (e.g., on Government property).

(A) Describe all Contractor provided equipment to include a description of size, certifications, instrumentation (including alarms), design parameters, etc.

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(B) Include a timeline for the purchase, installation, testing and commissioning of the equipment.

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(iii) If applicable, describe the method for securing delivery container and/or cargo tank openings with tamper indicating devices (i.e., seals) to prevent tampering and/or pilferage from the time the cargo tank is loaded until it is delivered to its destination. (Refer to the CONTRACTOR SEAL REQUIREMENT clause.)

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(iv) For solicitations containing product CLINs, if the offeror is not the manufacturer of the product to be delivered under the contract, the offeror shall provide a detailed description of where the product(s) will be obtained. The offeror shall attach any written supply commitments that clearly indicate—

(A) The offeror's supplier is willing to provide the products and/or services required to be delivered/performed under any resultant contract for the duration of the delivery period shown in the Schedule; and

(B) Confirmation of the quantity and specification of the products to be delivered;

(2) **NONCOST FACTOR 2: PAST PERFORMANCE.** The offeror shall submit information regarding its past performance on the form entitled CONTRACTOR PERFORMANCE DATA REPORT, as attached to the solicitation. All contracts and subcontracts (completed or in progress) for the last three years awarded by DESC as well as other (completed or in progress) Government agencies or the private sector that are related to the proposed contract shall be included on the form. Failure to submit a complete list may reflect adversely on the offeror. The number of relevant past performance efforts submitted in accordance with the attachment shall not exceed five for the prime offeror. The Government reserves the right to make telephone contact with offerors, proposed subcontractors and references in order to confirm and/or clarify the past performance information submitted. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the offeror's past performance. In addition, the offeror should provide additional information on any significant problems encountered and corrective actions taken under contract(s) which would otherwise cause an unacceptable rating in this factor.

(c) **EXCEPTIONS.** Exceptions (price or technical) taken to the terms and conditions of the solicitation and/or any of its formal attachments shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain the impact, if any, on the performance, price, and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

(DESC 52.215-9F98)

**L54.02 SITE VISIT (AEROSPACE ENERGY) (DESC APR 2006)**

(a) It is the responsibility of the offerors to inspect the site where supplies are to be delivered and/or services are to be performed and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery as well as cost of contract performance, to the extent that the information is reasonably obtainable. Offerors are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(c) Offerors who are interested in a site inspection should not contact the customer(s) directly, but forward such request(s), in writing, directly to the DESC Point of Contact for this procurement, shown in Block 7 of the Standard Form 1449.

(DESC 52.237-9F06)

**M2.14.100 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC JUN 2008)**

(a) Award will be made on the basis of proposals meeting or exceeding the specific evaluation criteria contained in the solicitation. Non-cost factors to be evaluated shall be technical capability and past performance. In accordance with FAR 15.101-2(b)(3), proposals will be evaluated for acceptability but not ranked using the non-cost/price factors.

(b) Technical capability will be measured against requirements specified in the solicitation. As such, technical capability is considered acceptable when the offeror's proposal is in compliance with the requirements of the solicitation. Specific criteria used to judge acceptability are as follows:

- (1) Acceptability of the narrative describing how the offeror will ensure a reliable supply of product/services to meet stated requirements;
- (2) Acceptability of the narrative describing any Contractor-furnished equipment required to be located outside the Contractor's facility (e.g., on Government property).
- (3) Acceptability of measures proposed to protect Government-owned equipment. This includes tamper and pilferage prevention measures;
- (4) Acceptability of the offeror's supply commitments and sources when the offeror is not the manufacturer of the product to be delivered.

(c) Past performance shall generally include verification of performance with the offeror's past and current customers, to include Federal, State, and local governments as well as private entities. The form entitled Contractor Performance Data Sheet, located in Section J of the solicitation, may be used to provide relevant performance history pursuant to this solicitation. In accordance with FAR 15.305(a)(2)(iv), offerors without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. Additionally, past performance data may be obtained through the Past Performance Information Retrieval System, similar systems or other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency channels, interviews with program managers and contracting officers, and other sources known to the Government (including commercial sources). Offerors will be given the opportunity to address any negative performance information resulting from the past performance assessment inquiries.

(d) After evaluating technical capability and past performance, the Contracting Officer will award a contract to the acceptable offeror with the lowest total evaluated price to the Government for each of the two customer locations listed in Schedule B.

(1) For evaluation purposes, the total evaluated price for each customer location will be the sum of all the CLINs that apply to that customer location. For Edwards AFB, either CLIN 0004 or CLIN 0005 will apply, but not both. The evaluated price of each CLIN will be calculated by multiplying the CLIN's Estimated Quantity by each offeror's proposed unit prices. The evaluated price of each CLIN with subCLINs will be calculated in an identical manner for each subCLIN which will then be added together to arrive at the value of all the CLINs that apply to each customer location.

(2) Prices offered for Detention for each customer will not be included in the evaluation for award but will be included as a CLIN in each awarded contract.

(3) The Schedule B contains two customer locations; therefore, the Contracting Officer will award a contract to the acceptable offeror with the lowest total evaluated price on a customer by customer location basis. Thus, more than one contract may be awarded under this solicitation.

(e) If options are included, the Government will evaluate offers for award purposes by adding the total lowest-laid down price for all options to the total lowest-laid down 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).

(f) A written notice of award or acceptance of 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.

(DESC 52.212-9F70)

## **OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**

### **K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (NOV 2007/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) **DEFINITIONS.** As used in this provision--

**Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

**Forced or indentured child labor means** all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

**Manufactured end product** means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

**Place of manufacture** means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

**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 are controlled by one or more service-disabled veterans or, in the case of a service-disabled 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 size standards in this solicitation.

**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 business concern** means a concern 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; and whose management and daily business operations are controlled by one or more women.

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

**(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) TAXPAYER IDENTIFICATION NUMBER (TIN).**

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal government;

**(4) TYPE OF ORGANIZATION.**

- Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- is
- is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it--

- is
- is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it--

- is
- is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- is
- is not

a woman-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN).** (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

is

a women owned business concern.

**(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

is

is not

an emerging small business.

**(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

**(i) GENERAL.** The offeror represents that either--

(A) It--

is

is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

has

has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

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(iii) **ADDRESS.** The offeror represents that its address—

is

is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(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:**

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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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 origin 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.

**(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- has
- has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- has
- has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- has developed and has on file
- has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an



presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] have or  
[ ] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[ ] are or  
[ ] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i) [ ] The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [ ] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [ The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]**

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

does

does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror

does

does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) (1) **Annual Representations and Certifications.** Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for

paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(FAR 52.212-3/I/II)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

**K15 RELEASE OF UNIT PRICES (DESC MAR 2004)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
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(DESC 52.215-9F28)

**K45.04 FACSIMILE INVOICING (DESC JUL 1998)**

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[ ] YES [ ] NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is \_\_\_\_\_.

(DESC 52.232-9F10)