

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>SP0600-08-0745</b>		PAGE 1 OF 55	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				5. SOLICITATION NUMBER <b>SP0600-08-R-0339</b>		6. SOLICITATION ISSUE DATE <b>11 DEC 08</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		8. OFFER DUE DATE/ LOCAL TIME <b>09 JAN 09 2:00 PM (CST)</b>	
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME <b>LINDA LORILLARD</b> <b>linda.lorillard@dla.mil</b>		b. TELEPHONE NUMBER (No collect calls) <b>210-925-1966</b>			
9. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER (DESC-MK)</b> <b>BLDG 1621</b> <b>1014 BILLY MITCHELL BLVD</b> <b>SAN ANTONIO, TX 78226-1859</b> <b>LINDA LORILLARD 210-925-1966</b> <b>E-MAIL: linda.lorillard@dla.mil</b>		CODE <b>SP0600</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS <input type="checkbox"/> 8(A)  NAICS: 325120 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)  13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY)(AEROSPACE ENERGY)(DESC APR 2006)</b>		CODE		16. ADMINISTERED BY <b>SEE BLOCK 9</b>		CODE <b>SP0600</b>	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>DEFENSE FINANCE AND ACCOUNTING SERVICE</b> <b>COLUMBUS CENTER</b> <b>ATTN: DFAS/BVDFB (AEROSPACE ENERGY)</b> <b>P. O. BOX 182317</b> <b>COLUMBUS, OH 43218-2317</b> <b>EFT:T</b>	
TELEPHONE NO.						CODE <b>HQ0104</b>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY)(AEROSPACE ENERGY)(DESC APR 2006)</b>						
<i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				<b>LINDA LORILLARD</b>			



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

1. As a result of this Request For Proposal (RFP), the Government plans to award one Firm Fixed-Price Requirements Type Contract for production of Type 1, Grade A, 99.995% Purity Bulk Gaseous Helium, which meets the specifications set forth in MIL-PRF-27407C, dated 29 Nov 2007, delivered into Government-Owned tube bank trailers and High Pressure Cylinder Assemblies (HPCAs). The RFP also contains requirements for ancillary services to include general maintenance and repair of Government-owned tube bank trailers and HPCAs, and transportation of Government-Owned tube bank trailers, HPCAs, and other miscellaneous cargo such as wood shoring material and crates of spare parts for tube bank trailers and HPCAs.

**IMPORTANT**

**2. For proposals to be determined acceptable, they must comply with all elements listed in Provision L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY)(OCT 2008) of this RFP. Carefully review this provision prior to completing and submitting proposals.**

3. All offers will be evaluated in accordance with Provision M2.14 EVALUATION - COMMERCIAL ITEMS (AEROSPACE ENERGY)(DESC OCT 2008) of this RFP.

4. Upon receipt of this RFP, offerors shall notify the Contracting Officer, whose name and email address appears in block # 9 on Page 1, by email of their intention to submit a proposal. Provide the name and address of your company and the name, telephone number, and email address of the Point of Contact for this procurement.

5. When all contract performance takes place in, or delivery is to, Iraq and Afghanistan, contractors shall ensure their personnel obey all existing and future U.S. and Host Nation Laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan. Carefully review Clauses H70, I285.03, I285.05, I285.06, I288, I345, I347, and I408. Additionally, the Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of Clause I285.05.

**PART I – SF 1449 CONTINUED****SOLICITATION FORMAT**

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**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) \_\_\_\_\_.
- (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) 0001-0006.
- (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)  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)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
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**NOTE: \*BEQ = Best Estimated Quantity**

0001 PRODUCT:  
**BULK GASEOUS HELIUM**  
 IAW MIL-PRF-27407C  
 Dated 29 Nov 2006  
 NSN: 9135-01-525-1620

0001AA	CONTRACT PERIOD 1 01 Apr 2009 to 30 Sep 2009	<u>*BEQ</u> 100,000	Nm3	_____	_____
0001AB	CONTRACT PERIOD 2 01 Oct 2009 to 30 Sep 2010	200,000	Nm3	_____	_____
0001AC	CONTRACT PERIOD 3 01 Oct 2010 to 30 Sep 2011	200,000	Nm3	_____	_____
0001AD	CONTRACT PERIOD 4 01 Oct 2011 to 30 Sep 2012	200,000	Nm3	_____	_____
0001AE	CONTRACT PERIOD 5 01 Oct 2012 to 30 Sep 2013	200,000	Nm3	_____	_____

0002 NON RECURRING SERVICE:  
**TRANSPORTATION OF TUBE TRAILERS**  
 to and from the nearest U.S. Military Aerial Port.  
 IAW Clause C900, Paragraph 3

\_\_\_\_\_

*On the line above, Offeror shall enter the name of a U.S. MILITARY AERIAL PORT nearest their fill point. The list of U.S. Military Aerial Ports on the right are located in the Middle East and have the required cargo handling capability. Additional U.S Military Aerial Ports will be provided upon request. See Provision M2.14 (e)(4)(iii) for instructions.*

U.S. MILITARY AERIAL PORTS
Kuwait City, Kuwait
Dubai, UAE
Abu Dhabi, UAE
Doha, Qatar
Al Dhafra, UAE

0002AA	CONTRACT PERIOD 1 01 Apr 2009 to 30 Sep 2009 (65 to pick up empty + 65 to deliver full)	<u>*BEQ</u> 130	TRIPS	_____	_____
0002AB	CONTRACT PERIOD 2 01 Oct 2009 to 30 Sep 2010 (130 to pick up empty + 130 to deliver full)	260	TRIPS	_____	_____
0002AC	CONTRACT PERIOD 3 01 Oct 2010 to 30 Sep 2011 (130 to pick up empty + 130 to deliver full)	260	TRIPS	_____	_____
0002AD	CONTRACT PERIOD 4 01 Oct 2011 to 30 Sep 2012 (130 to pick up empty + 130 to deliver full)	260	TRIPS	_____	_____
0002AE	CONTRACT PERIOD 5 01 Oct 2012 to 30 Sep 2013 (130 to pick up empty + 130 to deliver full)	260	TRIPS	_____	_____

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	<p><u>NON RECURRING SERVICE:</u>  <b>TRANSPORTATION OF MISCELLANEOUS CARGO</b>                      such as HPCAs, Pallets of Shoring, crates containing trailer parts, etc. to and from the nearest <u>U.S. Military Aerial Port</u>.                      IAW Clause C900, Paragraph 3</p> <hr/> <p><i>On the line above, Offeror shall enter the name of a U.S. MILITARY AERIAL PORT nearest their fill point. The list of U.S. Military Aerial Ports on the right are located in the Middle East and have the required cargo handling capability. Additional U.S Military Aerial Ports will be provided upon request. See Provision M2.14 (e)(4)(iii) for instructions.</i></p>				
					<p>U.S. MILITARY AERIAL PORTS</p> <p>Kuwait City, Kuwait</p> <p>Dubai, UAE</p> <p>Abu Dhabi, UAE</p> <p>Doha, Qatar</p> <p>Al Dhafra, UAE</p>
		<u>*BEO</u>			
0003AA	<p>CONTRACT PERIOD 1                      01 Apr 2009 to 30 Sep 2009                      (12 trips to pick up + 12 trips to deliver)</p>	24	TRIPS	_____	_____
0003AB	<p>CONTRACT PERIOD 2                      01 Oct 2009 to 30 Sep 2010                      (24 trips to pick up + 24 trips to deliver)</p>	48	TRIPS	_____	_____
0003AC	<p>CONTRACT PERIOD 3                      01 Oct 2010 to 30 Sep 2011                      (24 trips to pick up + 24 trips to deliver)</p>	48	TRIPS	_____	_____
0003AD	<p>CONTRACT PERIOD 4                      01 Oct 2011 to 30 Sep 2012                      (24 trips to pick up + 24 trips to deliver)</p>	48	TRIPS	_____	_____
0003AE	<p>CONTRACT PERIOD 5                      01 Oct 2012 to 30 Sep 2013                      (24 trips to pick up + 24 trips to deliver)</p>	48	TRIPS	_____	_____
0004	<p><u>NON RECURRING SERVICE:</u>  <b>Repair and Maintenance of Government Owned Tube Trailers and Government Owned HPCAs</b>                      IAW with Clause C900, Paragraph 4.                      **TBN = To Be Negotiated</p>	TBN**			
0005	<p><u>NON RECURRING SERVICE:</u>                      Miscellaneous Parts/Services not otherwise covered on this contract.                      **TBN = To Be Negotiated</p>	TBN**			

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	<b>NON RECURRING SERVICE:</b> <b>INSTALLATION OF ASHCROFT DURAGAUGE</b> Pressure Guage type 1377 IAW Clause C900, Paragraph (4)(b)(1)(a)(3)(J)				
		<i>*BEQ</i>			
0006AA	CONTRACT PERIOD 1 01 Apr 2009 to 30 Sep 2009	15	EA	_____	_____
0006AB	CONTRACT PERIOD 2 01 Oct 2009 to 30 Sep 2010	15	EA	_____	_____
0006AC	CONTRACT PERIOD 3 01 Oct 2010 to 30 Sep 2011	41	EA	_____	_____
0006AD	CONTRACT PERIOD 4 01 Oct 2011 to 30 Sep 2012	4	EA	_____	_____
0006AE	CONTRACT PERIOD 5 01 Oct 2012 to 30 Sep 2013	21	EA	_____	_____

**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 SEP 2008)**

1. DESCRIPTION OF REQUIREMENTS: The Defense Energy Support Center (DESC), Defense Logistics Agency (DLA), as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for Aerospace Energy products and related services, requires production and delivery of Gaseous Helium. The Contractor shall provide all production, raw materials, supplies, management, tools, equipment and labor necessary for the manufacture of Gaseous Helium for delivery in Government-owned containers. The Gaseous Helium will be used in aerostats and weather balloons supporting Operation Iraqi Freedom, Operation Enduring Freedom and other DoD programs. The Contractor shall provide product FOB Origin and transportation services to deliver product /containers to a designated location for airlift via U.S. military aircraft. The Contractor shall also be required to provide storage, repair, and maintenance of Government-owned Trailers and High Pressure Cylinder Assemblies (HPCAs).

**2. PRODUCT SPECIFICATION FOR GASEOUS HELIUM:**

a. Bulk Gaseous Helium offered under this contract shall conform to Type I, Grade A, of MIL-PRF-27407C, dated 29 Nov 2006.

b. In addition to the reports required in other clauses of 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 lab report shall be emailed to tech.prop@dla.mil, or faxed to the attention of DESC-Q at (210) 925-8048.

**3. TRAILER AND HPCA TRANSPORTATION SERVICES AND STORAGE REQUIREMENTS:**

a. All transportation services shall be in accordance with delivery orders issued by the Contracting Officer (CO). The Contractor shall provide transportation services for retrieval of empty and delivery of full tube bank trailers and HPCAs as well as miscellaneous cargo crates (containing repair parts, gauges, landing gear, shoring kits, kit components, etc).

b. Trailer and HPCA Pickup: Upon receipt of Delivery Order (DD Form 1155) from the DESC Contracting Officer (CO), the Contractor shall retrieve empty tube bank trailers/ HPCAs from the military aerial port designated in the schedule.

c. Trailer and HPCA Delivery: The Contractor must be able to deliver at least two filled Government-owned tube bank trailers and/or up to 18 filled HPCAs to the designated military aerial port or water port within three business days after receipt of delivery order from the CO.

d. Trailer and HPCA Storage: At the Government's request, Contractor shall store a maximum of 12 tube bank trailers and 18 HPCAs. Storage area requirement at the contractors facility for each trailer is length 34.5 ft. x width 8 ft X height 8 ft, and for each HPCA is length 5.2 ft x width 4.6 ft X height 6 ft. All stored equipment shall be filled and ready for delivery to the designated military aerial port. As the Contractor will be required to store Government-owned tube trailers and HPCAs containing DLA-owned product on site, the facility shall be considered a Defense Fuel Support Point (DFSP) and, as such, the Contractor shall comply with the requirements of Clause I116.100 RESPONSIBILITY FOR GOVERNMENT-OWNED HELIUM (DESC MAR 2008).

e. The contractor shall provide a minimum of 30 ft x 30 ft covered storage area for the shoring and Government Furnished Property (GFP). Monthly inventories shall be electronically provided on a Microsoft Excel spreadsheet to DESC-MIP for the following: complete shoring kits, kit components, and government furnished spare parts supporting the Trailers or HPCAs.

**4. SERVICES:****a. Receipt and Inspection:**

1) Applicable Documents: The following documents are in effect on date of request for proposal and form a part of the requirements to the extent specified herein:

a) United States Department of Transportation (DOT), Title 49, Code of Federal Regulations (49 CFR) Parts 100 199.

- b) American Society of Mechanical Engineers (ASME) Code for Pressure Piping, B31.
- c) Compressed Gas Association, (CGA) Publication C 6, Standards for Visual Inspection of Compressed Gas

Cylinders.

- d) American Society for Testing Materials (ASTM)-D-1193, Standard Specification for Reagent Water.
- e) MIL PRF 27407C, Propellant Pressurizing Agent, Helium dated, 29-Nov-2006
- f) MIL-PRF-27401F, Propellant Pressurizing Agent, Nitrogen dated, - 10 Jan 2008.
- g) PURCHASE DESCRIPTION: High Pressure Cylinder Assembly, Helium. 1 Nov 07
- h) PURCHASE DESCRIPTION: Manifold for High Pressure Cylinder Assembly, Helium 30 Oct 2007
- i) Department of Transportation-Special Permit DOT-SP 9421 (Attach. 5) for the specifications of a DOT 3AA cylinder with a 4500 psig working pressure and DOT-SP 12022 (Attach. 6) for HPCA DOT-3AA cylinder recertification requirements for other than hydrostatic recertification testing.
- j) Technical Order for 38 cylinder trailer T.O. 36A9-12-3-14 or T.O. 36A9-12-2-4
- k) Technical manual for compressed gas semi-trailers type MH-1 and A-17 Compressed Gas Cylinder, Semi-Trailer Type MH-1 and Semi-Trailer, Compressed Gas Cylinder USAF Models AF/M32A-17.

2) Upon receipt of the delivery order (DD Form 1155), the Contractor shall coordinate the retrieval of the empty trailers or HPCAs with the designated military aerial port of contact (POC). If the retrieval is for tube bank trailers, the Contractor shall provide a tractor with a fifth wheel to deliver each trailer to the Contractor's facility. If retrieval is for HPCAs, the Contractor shall provide a tractor and flatbed trailer to deliver HPCAs and Government furnished Property (GFP) such as long lead component parts for the trailers or HPCAs, (Attach. 7), in crates and palletized helium trailer shoring kits for storage at the Contractor's facility.

3) Within 48 hours of receipt of empty equipment, Contractor shall inspect all trailers or HPCAs using the Checklist, for (Attach. 1) Trailer or (Attach. 2) HPCA, and propose necessary repairs to the CO. If, as a result of the inspection, the Trailer or HPCA is found to require repairs, the Contractor shall prepare a detailed report that lists repairs needed to return the Trailer or HPCA to a serviceable condition. The list shall also include the associated costs of repairs and a proposed completion date and shall be submitted to the CO within seven days of the equipment's arrival at the contractor's facility. The above checklists and reports shall be submitted via E-mail to: the CO and [cylinder.return@dla.mil](mailto:cylinder.return@dla.mil).

4) A weekly report inventory of trailers-HPCAs (Attach. 8) shall be developed and E-mailed to the CO and [cylinder.return@dla.mil](mailto:cylinder.return@dla.mil);

b. General Maintenance:

1) General Maintenance of Trailers or HPCAs: Repairs associated with this section refers to those tasks required to return the Trailer or HPCA to a serviceable condition or to maintain in a serviceable condition. The contractor providing the product for this equipment shall have the capability of performing all the tasks listed under this section. All Trailer or HPCA maintenance shall be negotiated. The contractor shall, inspect the Trailer or HPCA, prepare and submit to the CO a detailed list of repairs that are required to return the Trailer or HPCA to a roadworthy and fully serviceable condition or otherwise specified on the assigned delivery order issued by the CO, Repairs include, and are not limited to:

a) Trailers:

(1) The Contractor shall inspect manifolds (manifold connections, cylinder valves, rupture disks, gauge, cut off valves and master outlet); Trailer tires and spare; brake system (breaks, emergency brake, air lines, tractor to trailer quick disconnects), electrical (wiring, tractor to trailer quick disconnects, break lights, turn signal lights and associated fixtures); landing gear (gear box, handle, cross shaft and support struts) is required. Throughout this document, "cylinders" and "tubes" are used interchangeably.

(2) Common maintenance and repairs for a trailer would include, but are not limited to: Greasing landing gear and fifth wheel, replacing lights, repair/replace wiring and electrical fixtures, repair leaks and broken air lines or break components, tire repair and replacement. All replacement parts for the tube bank trailers shall be U.S. made and repairs shall adhere to the technical manual for compressed gas semi-trailers type MH-1 and A-17 Compressed Gas Cylinder, Semi-Trailer Type MH-1 and Semi-Trailer, Compressed Gas Cylinder USAF Models AF/M32A-17. If original part "equivalency" requires the use of outdated technology, the Contractor may propose the use of replacement parts to the CO that are of newer technology; however, the proposed parts shall be U.S. made and shall not be installed without gaining CO approval. The government shall provide replacement parts as listed in (Atch 7) for the helium trailers. All other replacement parts, not supplied as GFP, shall be provided by the Contractor. All parts shall be produced by a U.S. manufacturer.

(3) Landing Gear: A thorough inspection of all trailer landing gear assemblies of trailers in their possession. If required, the landing gear shall be replaced with HOLLAND Heavy Duty Mark V (Part Number: LGH-3A-012) when any of the components below fail or are unable to be safely repaired:

- (a) Any indication of binding of the gears while either loading or off loading trailer.
- (b) Gear box housings should be visually inspected for cracks and leaking seals.
- (c) Cracks in the landing gear housing welds or visibly bent landing gear.
- (d) Rust in the gear boxes due to lack of grease.
- (e) Visibly worn or broken gears.
- (f) Bent or damaged struts bracing the landing gear to the frame.
- (g) Rusted or corroded landing gear handle or worn handle to gear shaft pin.
- (h) Landing gear feet. These trailers will be used in a desert environment. All landing gear feet are

required to function safely in this environment. Currently DESC is retrofitting field landing gear with the following: Landing Gear kit with self-leveling feet - HOLLAND Heavy Duty Mark V (Part Number: LGH-3A-012). Individual foot pad dimension is approximately 14"x14". Other equivalent brands with similar characteristics may be used.

(i) Contractor shall ensure tires are roadworthy and are specifically the 11X00X22.5 Steel Radial type. If required, contractor shall replace all tires, including the spare tire, with 11X00X22.5 Steel Radial Tires. Contractor shall will also dispose of old tires that have been replaced.

(j) Trailer Pressure Gauge Installation: if required contractor shall furnish and install a pressure gauge with an isolation valve. The pressure gauge shall be identified per delivery order and range of no less than 0-3,000 psi and no more than 0-4,000 psi with a 4" to 5" dial on each manifold per trailer. DESC recommends the Ashcroft Duragauge Pressure Gauge® Type 1377, Grade 2A (+0.5%) or equivalent (CLIN 0018).

b) HPCAs:

(1) The Contractor shall inspect of all individual cylinders, gauges, manifold components and frame in accordance with the Code of Federal Regulations Title 49. All replacement parts shall be provided by the Contractor. All part shall be produced by a U.S. manufacturer. Component configuration and replacement parts shall be IAW, (Attach. 3), PD High Pressure Cylinder Assembly, Helium and/or (Attach. 4), PD Manifold for High Pressure Cylinder Assembly, Helium. Inspection of all quick disconnect, manifold (pig tails, connections, regulator, valves, high & low pressure gauges); cylinder (valves and rupture disks) and cage (hardware, hinges and locks) is required.

(2) Common maintenance for a HPCA would include but not limited to: Replacement of quick disconnect, replacement of front pressure gauges, minor repair to the front door hinge, individual cylinder valves replacement and repair of internal blocking and bracing. Repair to individual cylinders or components within the HPCA and the HPCA manifold will be in accordance with the Code of Federal Regulations Title 49. The government shall provide replacement parts as listed in (Attach. 7) for the HPCA. All other replacement parts, not supplied as GFP, shall be provided by the Contractor.

c) Decontamination: In the event a Trailer or HPCA is returned for filling and contamination is suspected due to exposure to the atmosphere (e.g., valves open or no pressure in the cylinders/tubes), the Contractor shall decontaminate the container utilizing procedures necessary to ensure the product in the container after filling will meet specification requirements. Prior to performing this service, the Contractor shall notify the CO of the reasons contamination is suspected and may only proceed with the approval of the Contracting Officer. Prices offered for this contract line item (CLIN 009 and 0010) are for the additional costs associated with the decontamination procedures and should not include costs associated with the typical evacuation procedures prior to filling a container where contamination is not suspected.

d) The Government reserves the right to authorize a Government representative to inspect the Trailer or HPCA relative to the repair the Contractor identifies prior to approval by the CO. The CO will advise the Contractor of approved repairs.

e) All removed parts and/or hardware shall be retained until offered to the Government for inspection. The Government will make the determination of which removed components will be sent for Government reutilization or disposal through the Defense Reutilization and Marketing Service (DRMS). The Contractor shall be required to dispose of removed parts that are determined by the Government to be scrap and not worthy of shipment to DRMS. The cost of tire and scrap disposal shall be included in the service cost.

f) The Contractor shall then perform all authorized maintenance, repairs and replacement of any part of the trailer or HPCA as directed by the CO. Upon receipt of approval from the CO the Contractor shall make repairs, fill trailers with helium to a maximum fill pressure of 2,400 psig, and High Pressure Cylinder Assemblies (HPCA)s to a maximum fill pressure of 4,500 psig and store on-site until notified to transport to the forward location.

g) Prior to shipment of full trailers or HPCAs, the Contractor shall inspect equipment for leaks, repair leaks and coordinate the delivery of the full trailers or HPCAs with the designated forward location point of contact (POC). Upon arrival at the forward location, the driver may be required to use their tractor to load or off-load the trailers from U.S. military aircraft.

Upon receipt of approval from the CO the Contractor shall make repairs, fill containers with helium and store on-site until notified to transport to the forward location.

c. **REQUIRED DELIVERY:** Depending upon the services to be performed on the trailer or HPCA, the required delivery date will be stated on each delivery order as proposed and awarded under the basic contract(s).

d. **TRAILER or HPCA ACCEPTANCE:** A government representative shall inspect the unit at origin prior to acceptance by the government under this contract. The Contractor shall notify the assigned Quality Assurance Representative in sufficient time to permit inspection by the Government. Before and after trailer photos will be required of each trailer and provided to the CO upon completion of all trailer work.

5. **GOVERNMENT PROPERTY:** The Contractor shall establish and maintain a property control system in accordance with FAR Subpart 45.5, as incorporated in the Clause entitled GOVERNMENT PROPERTY. The property control system shall include a complete, current and auditable record of all tube bank Trailer or HPCA maintenance performed at the Contractor's facility. The Contractor shall also maintain monthly inventory reports of all Government owned equipment in the Contractor's possession. These maintenance records and monthly inventory reports shall be made accessible to authorized Government personnel upon request.

6. **CONTRACTOR POST AWARD RESPONSIBILITIES:** The Contractor shall advise the CO of the following: List of personnel available on a 24-hour a day basis regarding shipments. The list shall include full name, office telephone number, home telephone number, direct distance dialing number, Fax number, and E-mail (if available) and be kept updated with changes.

(DESC 52.246-9F28)

### **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**

**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 designated at time of award.

(DESC 52.246-9F35)

**E33.10 MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) (DESC JUL 2008)**

(a) Provide the name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished, and identify the filling points as primary or secondary.

<u>PRODUCT</u>	NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF <u>MANUFACTURING POINT/FILLING POINT</u>
----------------	---

Bulk Helium (Primary Fill Point)

Bulk Helium (Secondary Fill Point)

(b) Suppliers that list primary and alternate manufacturing/filling points for supporting the same requirement shall provide a 30 calendar day notice to the Government prior to offering an initial shipment from an alternate manufacturing/filling point.

(c) For f.o.b. origin shipments, the contract price shall not be adjusted if a Contractor uses a different fill location other than the primary fill point during contract performance. However, if the use of the alternate fill point results in increased costs to the Government, such as transportation costs, the Contractor agrees to reimburse the Government for those increased costs.

(DESC 52.246-9F51)

**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 or 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)

#### **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)

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H70 COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2008)**

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline Contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(JCC-I/A AI 25.3)

### **PART II—CONTRACT CLAUSES**

#### **II.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007) IBR**

ADDENDUM TO II.03-1 [FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)]

#### **II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 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.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (Oct 2001) of 52.219-9.
  - (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)).
- (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 (Apr 2008) (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)).
- (16) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (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).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

- (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).
- (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).  
 (ii) Alternate I (Aug 2007) of 52.222-50.
- (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).  
 (ii) Alternate I (May 2008) 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 (Jun 2008) (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)).
- (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)

**11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)**

(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 (MAR 2008) (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).

(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).
- (17) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (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).
- (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).  
 (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.
- (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 Public 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)

#### **II.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) SOLICITATION <u>PROVISION NUMBER</u>	REGULATORY <u>NUMBER</u>	<u>PROVISION TITLE</u>
K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997) (c) <u>210-925-9758</u>
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (APR 2006) – DLAD
L74	FAR 52.216-1	TYPE OF CONTRACT (APR 1984) <u>FIRM FIXED PRICE</u>

(2) CONTRACT <u>CLAUSE NUMBER</u>	REGULATORY <u>NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F17	FAR 52.247-29	F.O.B. ORIGIN (FEB 2006)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (b) The permissible variation shall be limited to— 10% Percent increase 10% Percent decrease This increase/decrease shall apply to Bulk Helium orders only.
F108	FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
I1.07	FAR.204-7 DFAR 252.204-7004	CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (JUL 2006/SEP 2007)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 2005)
I14.04	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
I25	FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
I84	FAR 52.216-21	REQUIREMENTS (OCT 1995) (f) 60 days after expiration of the ordering period
I198	DFAR 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
I211	FAR 52.216-18	ORDERING (OCT 1995) (a) 01 April 2009 – 30 September 2013
I410	DFAR 252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(DESC 52.252-9F08)

**I116.05 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC APR 2006)**

(a) Government-owned aerospace energy products stored under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned aerospace energy products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) Government-owned aerospace energy products shall not be commingled in the same tank, truck, or any other storage container with non-Government-owned product. Actual physical segregation of Government-owned product shall be maintained in addition to separate inventory accountability for Government-owned product.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(g) In order to maintain accountability and control over Government-owned product and other property located at the Contractor's facility, it is necessary to designate the Contractor's facility as a Controlled Storage Point (CSP). As a designated CSP, the Contractor will be required to submit DESC Form 859 (pending approval), Monthly Inventory Transactions Report (MITR). Entries on the MITR must be supported by DESC Form 588, Missile Propellants Consolidation and Reporting of Sales; DESC Form 857, Propellant Sale/Transfer/Return Slip; and DD Form 250, Material Inspection and Receiving Report, as appropriate. The original MITR package will be mailed no later than the 10th calendar day of each month to—

ATTN: DESC-RFF, AEROSPACE ENERGY  
DEFENSE ENERGY SUPPORT CENTER  
BUILDING 1621, 1014 BILLY MITCHELL BLVD  
SAN ANTONIO, TX 78226-1859

(1) The applicable Inventory Manager will issue the DD Form 1149, Requisition and Invoice/Shipping Document, for all issues and distribution of aerospace energy products from inventory in storage. The DD Form 1149 will be issued at least seven days prior to loading bulk and drum shipments. The Contractor shall provide points of contact, alternate points of contact, and an emergency point of contact for scheduling shipments.

(2) Net inventory determinations of Government-owned product shall be performed on the first workday of each month.

(i) Quantity calculations shall be in accordance with the DETERMINATION OF QUANTITY clause.

(ii) DESC Form 859 (pending approval), Monthly Inventory Transactions Report, shall be prepared by the Contractor at the first of each month to include the beginning inventory, receipts, sales, transfers, losses/gains, and the ending inventory of the previous month. Bulk, drum, cylinder, and/or GPTU inventories shall be reported under separate columns on the DESC Form 859 (pending approval) and will be reported each month in the appropriate unit of issue, NSN, and nomenclature.

(h) All information reported on DESC Form 859 (pending approval) shall be considered proprietary data and shall not be released to any activity or organization outside DLA/DESC.

(i) All records and documents identified above are DLA/DESC-accountable records and must be retained for two years after expiration of the contract

(DESC 52.245-9F50)

**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)

**I285.03 CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (OCT 2007) (DEVIATION) (2007-O0010)**

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

**Chief of mission** means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

**Combatant Commander** means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) **GENERAL.**

(1) This clause applies when Contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) **Contractor personnel are civilians.**

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraphs (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) **SUPPORT.** Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander;

however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) **PRELIMINARY PERSONNEL REQUIREMENTS.**

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received their theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct has been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, **et seq.**));

(ii) Pursuant to the War Crimes Act, 18 U.S.C 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) **PROCESSING AND DEPARTURE POINTS.** The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use of a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) **PERSONNEL DATA.**

(1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all Contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national Contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and

- Embarked Contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) **Registration in SPOT.**

(A) Register for SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) **Access to SPOT.** Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.

(v) **SPOT Questions.** Refer SPOT application assistance questions to the Customer Support Team at **717-506-1368** or [SPOT@technisource.com](mailto:SPOT@technisource.com).

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) **CONTRACTOR PERSONNEL.** The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) **WEAPONS.**

(1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The \_\_\_\_\_ may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant

Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) **VEHICLE OR EQUIPMENT LICENSES.** Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) **MILITARY CLOTHING AND PROTECTIVE EQUIPMENT.**

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel wear distinctive pAttachments, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) **EVACUATION.**

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) **PERSONNEL RECOVERY.** In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) **NOTIFICATION AND RETURN OF PERSONAL EFFECTS.**

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) **MORTUARY AFFAIRS.** Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) **CHANGES.** In addition to the changes otherwise authorized by the CHANGES clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the CHANGES clause of this contract.

(q) **SUBCONTRACTS.** The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(DFARS 252.225-7040; **Deviation 2007-O0010**)

**I285.05 ARMING REQUIREMENTS AND PROCEDURES FOR PRIVATE SECURITY COMPANY (PSC) CONTRACTS, PERSONAL SECURITY DETACHMENT (PSD) CONTRACTS, AND FOR REQUESTS FOR PERSONAL PROTECTION IN IRAQ AND AFGHANISTAN (JUL 2008)**

(a) **GENERAL.** The Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces;
- (2) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States (MAR 2008);
- (3) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility;
- (4) CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04;
- (5) US CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006.

(b) **REQUIRED GOVERNMENT DOCUMENTATION.** The unit requesting the Contractor security shall provide a description of the following to the arming approval authority and to the Contracting Officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

(c) **REQUIRED CONTRACTOR DOCUMENTATION.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the Contracting Officer Representative (COR):

- (1) Documentation that each employee who will be armed under the contract received the following training:

(A) **Weapons Qualification/Familiarization.** All employees must meet the qualification requirements established by any DoD or other U.S. Government agency;

(B) Law of Armed Conflict (LOAC);

(C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and

(D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to

military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition;

(3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

(4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

(5) A communication plan that, at a minimum, sets forth the following:

(A) The Contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

(B) How relevant threat information will be shared between Contractor security personnel and U.S. military forces;

and

(C) How the Contractor will coordinate transportation with appropriate military authorities.

(6) An acceptable plan for accomplishing background checks on all Contractor and subcontractor employees who will be armed under the contract. The Contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;

(B) Verify with MNC-I or Afghanistan RCE-CG Provost Marshal that no employee has been barred by any commander within Iraq and Afghanistan; and

(C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

(d) **REQUIRED CONTRACTOR ACKNOWLEDGEMENTS.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(1) **Penalties for Non-Compliance.** Failure of Contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanction under the contract, including termination.

(2) **Criminal and Civil Liability.** Arming of Contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. **Host Nation** refers to the nation or nations where services under this contract are performed.

(3) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

(e) **AUTHORIZED WEAPON & AMMUNITION TYPES.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorization for Contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of Contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g., .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) U.S. Government Ball ammunition is the standard approved ammunition.

(f) **REQUIREMENTS FOR INDIVIDUAL WEAPONS POSSESSION.** All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must—

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

(2) Carry weapons only when on duty or at a specific post;

(3) Not conceal any weapons, unless specifically authorized;

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

(5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

(g) **WEAPONS/EQUIPMENT RESTRICTIONS AND RESPONSIBILITIES.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to Contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The Contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(h) **RULES FOR THE USE OF FORCE (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the Contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the Contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to—

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

(2) Failing to cooperate with Coalition and Host Nation forces;

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

(4) Failing to use a graduated force approach;

(5) Failing to treat the local civilians with humanity or respect; and

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(i) **RETENTION AND REVIEW OF RECORDS.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF, and the screening of employees for at least six (6) months following the expiration (or termination) of the

contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the Government, within 72 hours of a request.

(j) **CONTRACTOR VEHICLES.** Vehicles used by Contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or Host Nation military and police force vehicles.

(k) **QUARTERLY REPORTING.** The prime Contractor will report quarterly (i.e., NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels.

**NOTE:** This information is in addition to the information the Contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(JCC-I/A AI 52.6)

#### **I285.06 ARMED PERSONNEL – INCIDENT REPORTS (JUL 2008)**

All Contractors and subcontractors in the Multi-National Forces – Iraq (MNF-I)/Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I/CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I/CJTF Commander relating to force protection and safety

**FOR IRAQ: Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operation Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours.** The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): [roc.ops@aegisiraq.com](mailto:roc.ops@aegisiraq.com), DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMERVED 870764061257.

**FOR AFGHANISTAN: Report all incidents and use of weapons through your military chain of command, who will notify the JOC WAttachment at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108.)** Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC WAttachment duty officer will issue guidance for further reporting requirements.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event Contractor personnel are detained by U.S or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by Contractor personnel possessing on their person information that includes the Contractor's name, the contract number, a POC in the Contractor management, and the phone number of the ROC/JOC WAttachment.

(JCC-I/A AI 25.1)

#### **I288 FITNESS FOR DUTY AND LIMITS ON MEDICAL/DENTAL CARE IN IRAQ AND AFGHANISTAN (JUL 2008)**

(1) The Contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The Contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The Contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The Contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e., ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease; or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance,

examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR.)

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for **emergency** medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the Contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) **Inpatient daily rate: \$1,918.00.** Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) **Outpatient visit rate: \$184.00.** This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(JCC-I/A AI 25.2 (Army))

#### **I345 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2008)**

All Contractors ("Contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon Contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20 percent of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Person Prohibition into their Quality Control Program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractor shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure Contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The Contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under this contract.

(JCC-I/A AI 22.1)

**I347 REPORTING A KIDNAPPING (DEC 2007)**

The contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 or DSN 318- when an employee kidnapping occurs. Report the following information:

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Who** was kidnapped?

Name:

Age:

Nationality and country of residence:

**When** did the incident occur?

**Where** did it happen?

**How** was the person kidnapped?

(JCC-I/A AI 23.1)

**I385 NOTIFICATION OF CONTRACTING OFFICER IN THE EVENT OF DISCOVERY OF EVIDENCE OF FRAUD UNDER THE CONTRACT (DESC JUL 2008)**

In the course of the performance of inspection duties and other services, should the Contractor discover any evidence of potential fraud, waste or abuse or possible wrongdoing, the Contractor shall notify the Contracting Officer in writing within three working days with salient facts, including who, what, where, and when the information was discovered.

(a) The notice shall identify the persons or parties involved, address, phone number, and a description of the suspected activity. The notice to the Contracting Officer shall also state the name(s), position(s) and contact information of the Contractor representative who discovered the fraud.

(b) In the event that Contractor personnel are contacted by any local, national or military investigators or auditors, the Contractor shall obtain the name of the investigator/auditor, the agency or organization to which the investigator/auditor is assigned and contact information (phone number, cell phone number, facsimile number, email address, postal address) and provide the same to the Contracting Officer.

(c) The failure of the Contractor to provide any such notices may be considered a material breach of the contract.

(DESC 52.211-9FQ1)

**I408 QUARTERLY CONTRACTOR CENSUS REPORTING (JUL 2008)**

The prime Contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to [JCCLJ2J5J7@pco-iraq.net](mailto:JCCLJ2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract.

(1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

(2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

(3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;

(4) The company names and contact information of its subcontractors at all tiers; and

(5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-00010. (JCC-I/A AI 25.4)

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

PERFORMANCE SPECIFICATION MIL-PRF-27407B DATED 29 NOV 2007	ATTACHMENT 1
DESC TRAILER INSPECTION CHECKLIST	ATTACHMENT 2
DESC HIGH PRESSURE CYLINDER ASSEMBLY (HPCA) INSPECTION CHECKLIST	ATTACHMENT 3
PURCHASE DESCRIPTION – High Pressure Assembly, Helium DATED 01 NOV 07	ATTACHMENT 4
PURCHASE DESCRIPTION – Manifold for High Pressure Cylinder Assembly, Helium DATED 30 OCT 07	ATTACHMENT 5
DOT SPECIAL PERMIT 9421 DATED JUNE 23, 2007	ATTACHMENT 6
CONTRACTOR PERFORMANCE DATA SHEET	ATTACHMENT 7

### **PART IV – SOLICITATION PROVISIONS**

#### **INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

##### **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 90 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)

##### **L2.05 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (SEP 2006)(FAR 52.212-1) IBR ADDENDUM TO L2.05 (FAR 52.212-1)**

##### **L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)**

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;
- and
- (3) 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 complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.
- (e) Facsimile receiving data and compatibility characteristics are as follows:
- (1) Telephone number of receiving facsimile equipment: (703) 767-8506.

(2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

**TO:** (Name and office code, i.e., Mary Smith, DESC-PH)

**FROM:** (Originator's name, complete company name and address)

**Verification number:** (Originator phone number and FAX number)

**Description:** (Solicitation number)

**Number of pages:**

(f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(DESC 52.215-9FA6)

#### **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: betty.hoge@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 OCT 2008)**

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

**(The paragraphs below NOT marked with an [X] do not apply to this solicitation).**

(a) **PRICE PROPOSAL.**

(1) In the Schedule, Section B, Supplies or Services and Prices/Costs, offered prices 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 or groups of CLINs, such as those applying to a specific customer location, against which to submit an offer;

(2) For each applicable box checked below, unit prices shall be formulated, as specified:

[ X ] (i) **Product with no Monthly Facility Fee (MFF).** The offeror shall include all fixed, variable and incremental costs to produce and prepare product for Government inspection and acceptance. Include all transportation and shipping costs to deliver the

product to the specified customer location if the product CLIN is designation as f.o.b. destination. For this solicitation, the applicable CLINs are **0001AA thru 0001AE**. **NOTE:** These CLINs are designated f.o.b. origin, and as such, transportation and shipping costs shall not be included in the price for product CLINs 0001AA thru 0001AE. However, the price for product shall include any cost associated with storage of Government-owned containers, i.e., Tube bank trailers and High Pressure Cylinder Assemblies (HPCAs).

(ii) **Product with an MFF CLIN.** The offeror shall include only the variable and incremental costs to produce and prepare the product for Government inspection and acceptance in the product CLIN. All fixed costs associated with the facility shall be included in the MFF, to include storage and distribution of Government-owned product, if required by the Statement of Objectives (SOO). For this solicitation, the applicable CLINs are *[Buyer fill in the CLIN(s)]* \_\_\_\_\_.

(iii) **Services CLIN(s), such as maintenance and repair of containers.** The offeror shall include all variable and fixed costs associated with the service, as described in the SOO, unless otherwise noted herein that those costs should be included in another CLIN:  For this solicitation, the applicable Services CLINs are \_\_\_\_\_.

(iv) **Repair Parts Specifically Identified in the Schedule.** Where the Government specifically identifies repair parts which will be reimbursed under the Contract, the offeror shall include in its offered price, on a per unit basis, all costs associated with that repair part, to include the applicable labor costs to install it. For this solicitation, the applicable CLIN is **0006**.

(v) **Contractor-Provided Tank(s) CLIN(s).** The offeror shall include in each applicable CLIN all fixed and variable costs associated with leasing of a tank or multiple tanks to the Government under the contract. Separate CLINs have been established for the costs associated with the leasing of the tank(s) as compared to the costs associated with the tank(s) installation and removal. Where the incumbent is offering the same number and size of tanks previously provided under the previous contract, the incumbent need not propose a price for tank(s) installation. However, the incumbent shall propose a price for tank(s) removal. For this solicitation, the applicable CLINs are *[Buyer fill in the CLIN(s)]* \_\_\_\_\_.

(vi) **Contractor provided equipment CLIN(s).** Where the SOO requires specific contractor-provided equipment for which a separate CLIN has been established for reimbursement under the resultant contract, the offeror shall include all fixed and variable costs associated with providing such equipment, to include but not limited to delivery, installation, calibration, maintenance and repair throughout the contract term, and removal at the expiration of the contract. For this solicitation, the applicable CLINs are *[Buyer fill in the CLIN(s)]* \_\_\_\_\_.

(vii) **Expedited/Emergency Delivery CLIN(s).** Where the Schedule has a CLIN for Expedited and/or Emergency delivery, as defined in the SOO, the offeror shall include all costs associated with such delivery on a per shipment basis. This encompasses additional labor and transportation costs anticipated to be incurred over and above normal delivery costs. Any product ordered with an Expedited and/or Emergency delivery shall be paid at the unit price of the applicable product CLIN. For this solicitation, the applicable CLINs are *[Buyer fill in the CLIN(s)]* \_\_\_\_\_.

(viii) **Hot Fill CLIN(s).** If the solicitation includes a "Hot Fill" CLIN, the offeror shall propose a per Hot Fill Unit Price. Examples of costs that should be included in the offeror's per Hot Fill Unit Price but not limited to these, are additional support personnel required to accomplish the Hot Fill or additional time required at the delivery location in support of the Hot Fill. The per Hot Fill Unit Price shall not include the cost of the product consumed during the Hot Fill since the Contractor will be paid for the amount of product consumed under the applicable product CLIN. For this solicitation, the applicable CLINs are *[Buyer fill in the CLIN(s)]*

(ix) **Additional CLIN(s) not described above to be priced by the offeror.** For this solicitation, the applicable CLINs are **0002AA thru 0002AE and 0003AA thru 0003AE**. CLINs 0002AA thru 0003AE involve transportation costs.

(a) Offeror's unit price for transportation CLINs shall include all costs for labor, materials, management, supplies, tools, equipment, material handling equipment, flatbed trailers, and prime movers (tractors), for transporting Government-owned tube bank trailers and/or loads of miscellaneous cargo to and from the designated U.S. Military Aerial Port. A load of miscellaneous cargo may include HPCAs, pallets of shoring material, replacement helium cylinders, cargo crates of replacement parts, etc. The unit of issue is "TRIP." **A "TRIP" is defined in paragraph (d) below.**

(b) **CLINs 0002AA thru CLIN 0002AE** - The unit price for one "TRIP" includes the cost for a contractor provided tractor to pick up one empty Government-owned tube bank trailer from the designated U.S. Military Aerial Port and transport it to the offeror's fill point to be filled, or the unit price for one "TRIP" includes the cost for a contractor provided tractor to transport one helium filled Government-owned tube bank trailer from the offeror's fill point to the designated U. S. Military Aerial Port and return. Enter the nearest U.S. Military Aerial Port on the line provided under CLIN 0002 from the U.S. Military Aerial Ports listed to the right of CLIN 0002. Other U.S. Military Aerial Ports may be added to the list upon offeror's request by contacting the Contract Specialist or Contracting Officer at the email address in block #9 of the Standard Form 1449 (Page 1) and providing offeror's fill point location. The U.S. Military Aerial Port with the required cargo capability nearest to the offeror's fill point will be provided.

(c) **CLINs 0003AA thru CLIN 0003AE** - The unit price for one "TRIP" includes the cost for a contractor provided tractor and flatbed trailer to pick up one load of Government-owned miscellaneous cargo at the nearest U.S. Military Aerial Port and transport it to the offeror's facility, or the unit price for one "TRIP" includes the cost for a contractor provided tractor and flatbed trailer to

transport one load of Government-owned miscellaneous cargo from the offeror’s facility to the designated U. S. Military Aerial Port and return. Enter the nearest U.S. Military Aerial Port on the line provided under CLIN 0003 from the U.S. Military Aerial Ports listed to the right of CLIN 0003. Other U.S. Military Aerial Ports may be added to the list upon offeror’s request by contacting the Contract Specialist or Contracting Officer at the email address in block #9 of the Standard Form 1449 (Page 1) and providing offeror’s fill point location. The U.S. Military Aerial Port with the required cargo capability nearest to the offeror’s fill point will be provided.

(d) A “TRIP” is defined as dispatching a contractor provided tractor, or a contractor provided tractor and flatbed trailer combination, from the contractor’s facility (the starting point) to the U.S. Military Aerial Port (forward destination) and returning to the starting point. The contractor provided tractors and trailers are referred to as “vehicle” for the remainder of paragraph (d).

On some occasions the vehicle will be fully loaded on both legs of the “TRIP.” The first leg will require dispatching a tube bank trailer or miscellaneous cargo from the starting point to the forward destination for drop off, and subsequently picking up a tube bank trailer or miscellaneous cargo located at the forward destination and transporting it to the starting point on the return leg of the “TRIP.”

On some occasions, the vehicle will not be fully loaded on both legs of the “TRIP.”

\* The first leg may not require dispatch of a tube bank trailer or miscellaneous cargo. If so, the driver will deadhead the vehicle on the first leg from the starting point to the forward destination, pick up a tube bank trailer or cargo, and transport it to the starting point on the return leg of the “TRIP.”

\* The first leg may require dispatch of a tube bank trailer or miscellaneous cargo from the starting point to the forward destination for drop off, but there may not be a tube bank trailer or miscellaneous cargo available for pick up. As such, the driver will deadhead the vehicle on the return leg of the “TRIP” back to the starting point.

(x) **Not Separately Priced (NSP) CLIN(s).** For CLINs shown as NSP, the offeror shall include the costs associated with that CLIN in the designated CLIN’s unit price. For this solicitation, the applicable Services CLINs are *[Buyer fill in the CLIN(s)]* \_\_\_\_\_.

(xi) **To Be Negotiated (TBN) CLIN(s).** For those CLINs designated as TBN, the Government will negotiate a unit price on a case-by-case basis, if and when requirements under the CLIN materialize. In order for the Government to add such a requirement to the contract under the TBN CLIN, the unit price must be determined fair and reasonable prior to commencement of work. For this solicitation, the applicable CLINs are **0004 and 0005.**

(xii) **Exceptions to the above.** \_\_\_\_\_.

(3) The Standard Form 1449 must be completed, as well as the MANUFACTURING AND FILLING POINTS and TRANSPORT TRACTOR AND/OR TRACTOR 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**) **and apply only if the applicable box is checked:**

(i) General description of how the offeror will ensure a reliable supply of on-spec product and/or service to meet the Government’s requirements as stated in the solicitation.

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

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(B) Plant storage capacity for product offered.

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(C) If the offeror will be making deliveries to customers, describe type, number and size of containers that will be used for delivery of product to each customer location that the offeror proposes on.

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(D) If the contract requires maintenance and repair of Government-owned equipment, such as repairs to cylinders or tube bank trailers, describe how such services will be performed to meet solicitation requirements. **NOTE:** Narrative shall describe offeror's technical capability to inspect, repair, and maintain Government-owned tube bank trailers and HPCAs, including the type and number of proposed maintenance and repair pricing personnel, the square footage of space available for inspection/ maintenance/repairs, and a description of the tools/equipment required to perform the task.

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(E) Describe the in-process quality control procedures that will ensure the production and delivery of on-spec product.

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(F) Describe offeror's 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) such as storage tanks.

(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) Describe the method for securing delivery container(s) 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;

(v) This paragraph describes additional information for the Technical Proposal not asked for in above paragraphs.

(A) Offeror shall provide an alternate fill point in CLAUSE E33.10 MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) (DESC JUL 2008). The alternate fill point is to be used in the event of a catastrophic failure at the offeror's primary fill point. If the secondary fill point is not a facility belonging to the offeror or involves a sub-contract, the offeror shall provide a detailed description of where the product will be obtained. The offeror shall attach any written service 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 in the event of an emergency; and

b) Confirmation of the specification of the products to be delivered;

(B) The requirement for storage of Government-owned and helium filled trailers and HPCAs will result in the offeror's fill plant becoming a Defense Fuel Support Point (DFSP). As such, in the technical proposal, offeror shall provide a narrative describing how the offeror proposes to meet the requirements of Clause I116.05 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC MAR 2008). Narrative shall include a description and the square footage of the space available for storage of 12 trailers and 18 HPCAs, the security available for the Government-owned product and containers, the support equipment that will be used to move Government-owned containers in and out of storage, and the personnel available to complete required documentation and inventory reports.

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(C) Provide a narrative describing the offeror's capability to transport Government-owned tube bank trailers, HPCAs, shoring material, and other miscellaneous cargo crates to and from the designated U.S. Military Aerial Port including a description of personnel, tractors (prime movers), flatbed trailers, and material handling equipment. If a subcontractor will perform this requirement, offeror shall attach a letter of commitment from the subcontractor acknowledging agreement to provide the transportation requirements for the duration of the delivery period shown in the Schedule and confirmation of the estimated number of trips required in the Schedule.

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(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)

### EVALUATION – COMMERCIAL ITEMS

#### **M2.14 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC OCT 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 and apply ONLY if the applicable box is checked:

(1) Acceptability of the narrative describing how the offeror will ensure a reliable supply of on-spec product and/or services to meet the annual estimated quantities in the RFP's Schedule.

(2) Acceptability of the narrative describing any Contractor-furnished equipment at a location other than the Contractor's facility (e.g., on Government property).

(3) Acceptability of method for securing delivery container and/or cargo tank openings with 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.

(4) Acceptability of the offeror's description of where the product(s) will be obtained and any written supply commitments if the offeror is not the producer of the product to be delivered under the contract.

(5) This paragraph describes additional criteria used to evaluate technical capability not described in the above paragraphs, if applicable.

(1) Acceptability of narrative describing how the offeror proposes to meet the requirements of Clause I116.05 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC MAR 2008). DEFENSE FUEL SUPPORT POINT (DFSP)

(2) Acceptability of narrative describing the offeror's capability to transport Government-owned tube trailers, HPCAs, shoring material, and other miscellaneous cargo crates to and from the designated U.S. Military Aerial Port.

(3) Acceptability of narrative describing the offeror's secondary fill point and any written supply commitments if the offeror is not the producer of the product (as an alternate source) to be delivered in the event of a catastrophic failure at the primary fill point.

(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) An offeror whose proposal is evaluated as acceptable from both a technical capability perspective as well as for past performance will be considered technically acceptable.

(e) After evaluating technical capability and past performance, the Contracting Officer will award based on the following price evaluation procedure(s) and only apply if the applicable box is checked:

(1) **For F.O.B. Origin product CLINs.** For price evaluation purposes, the evaluated price of each CLIN or subCLIN for product (0001AA through 0001AE ) to be delivered on an f.o.b. origin basis will be calculated by multiplying the estimated quantity by the proposed unit price of the product. To each CLIN/subCLIN, the Government will add as an “other price-related factor,” the Government’s estimated costs for transporting the product from the offeror’s proposed fill plant, production facility, and/or storage facility, as stated in the offeror’s proposal, to the individual customer locations designated in an attachment to the solicitation. The estimated number of shipments shown in the attachment will also apply. The lowest laid down price is calculated by adding the sum of the evaluated prices for each CLIN/subCLIN to the Government’s total estimated cost for transportation and the total of all “other price related factors”, if any, as described in the paragraph below. Transportation rates are derived from--

(i) For CONUS locations, the Surface Deployment and Distribution Command’s (SDDC’s) competitively awarded contracts will be used.

(ii) For OCONUS locations, the Government rates for both air and sea transportation will be taken from the DoD’s Single Mobility System (SMS) Air Cargo/PAX Cost Calculator.

(2) **For F.O.B. Destination product CLINs.** For price evaluation purposes, the evaluated price of each CLIN or subCLIN for product (AA through \_\_\_\_ ) *[Buyer fill in the CLIN(s)]* will be calculated by multiplying the estimated quantity by the proposed unit price of the product(s), which should include all costs associated with the offeror’s delivery of product to the location specified in the Schedule. F.o.b. destination CLINs are normally individual DESC customer locations, unless otherwise specified.

(3) **Non-product CLINs/subCLINs.** For price evaluation purposes, the following non-product CLINs/subCLINs will be evaluated for award: 0002AA through 0002AE, 0003AA through 0003AE, and 0006. Each non-product CLIN/subCLIN’s evaluated price will be calculated by multiplying the estimated quantity by the offered unit price. Offerors who do not propose on all non-product CLINs and subCLINs stated in the Schedule (where one award will be made), or where a group of CLINs/subCLINs will be evaluated for award, or where the Schedule contains specific customer locations to be evaluated and awarded, may not be considered for evaluation and award unless the offeror proposes prices on all applicable CLINs/subCLINs.

(4) This paragraph describes the evaluation process for product or non-product CLINs/subCLINs or additional “other price related factors” not otherwise described in any of the above paragraphs, if applicable. Other price related factors are:

(i) The Government’s estimated transportation costs for:

a. Airlifting helium tube trailers and miscellaneous cargo from the offeror’s designated U.S. Military Aerial Port to DESC’s Defense Fuel Supply Point (DFSP) located in Baghdad, Iraq, and airlifting helium tube trailers and miscellaneous cargo from Baghdad, Iraq to the offeror’s designated U.S. Military Aerial Port.

b. Airlifting helium tube trailers and miscellaneous cargo from the offeror’s designated U.S. Military Aerial Port to Bagram, Afghanistan, and airlifting helium tube trailers and miscellaneous cargo from Bagram, Afghanistan to the offeror’s designated U.S. Military Aerial Port.

(ii) For evaluation purposes, the Government’s cost for transportation shall be calculated as follows:

a. The Government assumes 46 airlifts of helium-filled tube bank trailers and HPCAs and other miscellaneous cargo from the offeror’s designated U.S. Military Aerial Port to Baghdad, Iraq per year X 4.5 years = 207 airlifts TO Iraq.

b. The Government assumes 46 airlifts of empty tube bank trailers and HPCAs and other miscellaneous cargo from Baghdad, Iraq to the offeror’s designated U.S. Military Aerial Port per year X 4.5 years = 207 airlifts FROM Iraq. Therefore, the total estimated number of airlifts TO Iraq and FROM Iraq equals 414 for the entire contract performance period..

c. The Government assumes 36 airlifts of helium-filled tube bank trailers and HPCAs and other miscellaneous cargo from the offeror’s designated U.S. Military Aerial Port to Bagram, Afghanistan X 4.5 years = 162 airlifts TO Afghanistan.

d. The Government assumes 36 airlifts of empty trailers and HPCAs and other miscellaneous cargo from Bagram, Afghanistan to the designated U.S. Military Aerial Port X 4.5 years = 162 airlifts FROM Afghanistan. Therefore, the total estimated number of airlifts TO Afghanistan and FROM Afghanistan equals 324 for the entire contract performance period.

e. The Government’s cost is calculated by multiplying the Government rates by the number of airlifts.

(iii) The table below provides the Government’s cost for airlifts to/from Iraq and Afghanistan to/from U.S. Military Aerial Ports in the Middle East. If an offeror wishes to submit a proposal using U. S. Military Aerial Ports nearer to his/her fill point than those listed below, he/she may contact the Contracting Officer whose name, telephone number, and email address appears in block #9 of the DD Form 1449 (page 1 of the solicitation). Email is the preferred method of communication. Upon receipt of offeror’s request, the Contracting Officer will provide the U.S. Military Aerial Port nearest to his/her fill point, as well as the cost of airlifts to/from the U.S. Military Aerial Port nearest to the offeror’s fill point that is capable of handling the type of cargo required for the solicitation.

FROM: AIRPORT	ICAO	ONE-WAY COST TO/FROM IRAQ	TOTAL NUMBER AIRLIFTS	TOTAL GOVERNMENT COST
Kuwait City, Kuwait	OKBK	\$ 12,186.51	414	\$ 5,045,215.14
Dubai, UAE	OMDB	\$ 29,796.88	414	\$12,335,908.32
Abu Dabi, UAE	OMAA	\$ 30,037.18	414	\$12,435,392.52
Doha, Qatar	OTBD	\$ 24,270.04	414	\$10,047,796.56
Al Dhafra, UAE	OMAM	\$ 30,208.82	414	\$12,506,451.48
FROM: AIRPORT	ICAO	ONE-WAY COST TO/FROM AFGHANISTAN	TOTAL NUMBER AIRLIFTS	TOTAL GOVERNMENT COST
Kuwait City, Kuwait	OKBK	\$ 44,729.65	324	\$14,492,406.60
Dubai, UAE	OMDB	\$ 36,525.21	324	\$11,834,168.04
Abu Dabi, UAE	OMAA	\$ 38,996.84	324	\$12,634,976.16
Doha, Qatar	OTBD	\$ 42,841.60	324	\$13,880,678.40
Al Dhafra, UAE	OMAM	\$ 39,443.11	324	\$12,779,567.64

(5) The offered prices for the following CLINs/subCLINs will not be included in the evaluation for award, but will be evaluated for price reasonableness and included as a CLIN/subCLIN in each contract award: *[Buyer fill in the CLIN(s)]*

(5) The offered prices for the following CLINs/subCLINs will not be included in the evaluation for award, but will be evaluated for price reasonableness and included as a CLIN/subCLIN in each contract award: *[Buyer fill in the CLIN(s)]*

(6) **Lowest Total Evaluated Price for F.O.B. Origin Requirements.** If Schedule B includes both f.o.b. origin product CLINs as well as non-product CLINs that are to be evaluated in accordance with this provision, the evaluated prices for all the non-product CLINs will be added to the lowest laid down price of all the product CLINs that are otherwise designated as one group, such as in a region, to determine the lowest total evaluated price. Otherwise, only the product CLINs (or those applicable to the designated group) will be added to determine the lowest total evaluated price. If no region or group is designated in the Schedule, all the evaluated prices of all the CLINs in the solicitation will be added together for determination of the lowest total evaluated price.

(7) **Lowest Total Evaluated Price for F.O.B. Destination Requirements.** If Schedule B includes both f.o.b. destination product CLINs as well as non-product CLINs that are to be evaluated in accordance with this provision, the evaluated prices for all the non-product CLINs will be added to the evaluated price(s) of the applicable f.o.b. destination product CLINs to determine the lowest total evaluated price. Otherwise, only the product CLINs applicable to the group or designated customer location will be added to determine the lowest total evaluated price. Where more than one customer location is contained in the Schedule, the lowest total evaluated price shall be all product CLINs and non-product CLINs for a specific customer location, added together.

(8) If Schedule B is for services only and as such does not include any product CLINs, the total evaluated price will be the total of the evaluated prices for all the services CLINs, as designated in paragraph (e)(3) above.

(f) If options are included, the Government will evaluate offered prices by using the same price evaluation procedures as described above, except, as follows: N/A

The Government may determine that an offered price under an option CLIN is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(g) **BASIS FOR AWARD.** The Contracting Officer will award to the responsible, technically acceptable offeror with the lowest total evaluated price for the designated group of CLINs and/or customer locations, including options, if contained in the solicitation. If group(s) of CLINs or individual customer locations are not otherwise designated in the Schedule, only one contract will be awarded for all the CLINs specified in the Schedule. Where the Government is soliciting for a group of CLINs, such as on a regional basis, as well as for individual customer locations on a f.o.b. destination basis, more than one contract award may be made as price evaluation and award will be made on a customer location by customer location basis.

(h) 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)  
(JUN 2008/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (b) 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 (c) through (m) 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.

**Restricted business operations** means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

**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) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) 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 (c) through (m) 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.]**

(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

- 751 - 1,000
- Over 1,000

- \$10,000,001 - \$17 million
- 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: \_\_\_\_\_.

(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: \_\_\_\_\_.)**

**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 employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

**(f) TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line item no.)	(Country of origin)
-----------------	---------------------

**(g) BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

(Line item number)	(Country of origin)
--------------------	---------------------

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line item number)	(Country of origin)
--------------------	---------------------

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

\_\_\_\_\_  
(Line item number)

\_\_\_\_\_  
(Country of origin (if known))

**(h) CERTIFICATION REGARDING RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

are  
 are not

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

(2)  have  
 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, violating Federal criminal tax laws, or receiving stolen property;

(3)  are  
 are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

(4)  have  
 have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

**(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 it has 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 provision 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) 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 mAttached 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 \_\_\_\_\_

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

ADDENDUM TO K1.01-10

**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**)

**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS + 4**” followed by the DUNS number or DUNS + 4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS + 4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

**(1) An offeror may obtain a DUNS number--**

(i) Via the Internet at <http://fedgov.dnb.com/webform> or, if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

**(2) The offeror should be prepared to provide the following information:**

- (i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.



The offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)