

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

1. The Government plans to award a five (5) year, Firm Fixed-Price Requirements-Type contract for Gaseous Nitrogen (GN2), Type I, Grade A of specification MIL-PRF-27401F, dated 10 Jan 2008, as specified in the schedule and Clause C900, Statement of Objectives (SOO). Delivery is FOB Destination into the pipeline interface at Pratt & Whitney, Government Engines & Space Propulsion.
2. The offeror's Pricing and Technical Proposals shall comply with the requirements listed in Clause L2.35.100 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC SEP 2008). The proposals will be evaluated in accordance with Clause M2.14.100 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC SEP 2008).
3. Central Contractor Registration (CCR) is required and is available at www.ccr.gov or (888) 227-2423.
4. For questions regarding Small Business or Small Disadvantage Business affairs, offerors are directed to Mrs. Lula Manley of the DESC Small Business Office at 1-800-526-2601 or 703-767-9465.

SOLICITATION FORMAT

<u>CLAUSE NUMBER</u>	<u>SCHEDULE OF SUPPLIES/SERVICES</u>	<u>PAGE</u>
B1.09-2	SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)	4-5
<u>DESCRIPTION/SPECIFICATIONS</u>		
C1	SPECIFICATIONS (DESC JAN 1997)	6
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	6
C900	STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC OCT 2003)	6-7
<u>PACKAGING AND HANDLING</u>		
E1.15	CONTRACTOR INSPECTION RESPONSIBILITIES (AEROSPACE ENERGY)(DESC APR 2006)	8
E6	CERTIFICATE OF CONFORMANCE (DESC JAN 2004)	8
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	9
E33.10	MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) (DESC JUL 2008)	9
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)	9-10
F1.36	DETERMINATION OF QUANTITY (PROPELLANTS, CRYOGENICS AND GASES) (AEROSPACE ENERGY) (DESC APR 2006)	10-11
F3.04	TRANSPORTATION OF HAZARDOUS MATERIALS (AEROSPACE ENERGY) (DESC APR 2006)	11
F21	CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)	11
<u>CONTRACT ADMINISTRATION DATA</u>		
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	11
G152	SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY)(DESC DEC 2007)	11-12
<u>SPECIAL CONTRACT REQUIREMENTS</u>		
II.03-1	ADDENDUM TO II.03-1 [FAR Clause 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)] CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007) (FAR 52.212-40)	12

I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2008)	12-15
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)	15-16
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)	16-17
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE –COMMERCIAL ITEMS (DESC FEB 1996)	17
I190.06	MATERIAL SAFETY DATA SHEET – COMMERCIAL ITEMS (DESC MAR 2000)	18
I209.09	EXTENSION PROVISIONS (DESC APR 2003)	18

PART III – LIST OF CONTRACT DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PERFORMANCE SPECIFICATION (LIQUID NITROGEN)/(GASEOUS NITROGEN) MIL-PRF-27401F, 10 Jan 2008	Attachment 1
CONTRACTOR PAST PERFORMANCE DATA SHEET	Attachment 2
SMALL BUSINESS SUBCONTRACTING PLAN	Attachment 3

PART IV – SOLICITATION PROVISIONS

ADDENDUM TO L2.05 [FAR 52.212-1 – INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2005)]

L2.05	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2008) (FAR 52.212-1)	18-20
L1.02	PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)	20
L2.11-4	E-MAIL PROPOSALS (DESC APR 2005)	21
L2.35.100	PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC SEP 2008)	21-22
L54.02	SITE VISIT (AEROSPACE ENERGY) (DESC APR 2006)	22
<u>EVALUATION – COMMERCIAL ITEMS</u>		
M2.14.100	EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC SEP 2008)	22-23
ADDENDUM TO K1.01-10		
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II) (JUN 2008/APR 2002/OCT 2000)	23-31
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS –COMMERCIAL ITEMS (NOV 1995)	32
K15	RELEASE OF UNIT PRICES (DESC MAR 2004)	32
K33.01	AUTHORIZED NEGOTIATORS (DESC APR 2007)	32
K45.04	FACSIMILE INVOICING (DESC JUL 1998)	32

PART I – SF 1449 CONTINUED

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

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

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

(1) [X] 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

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

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

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

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

(12) 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.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY /UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	GASEOUS NITROGEN, TYPE I, GRADE "A" NSN: 9135-00-823-8115 IAW MIL-PRF-27401F, dated 10 JAN 2008. DELIVERED FOB DESTINATION INTO THE PIPELINE INTERFACE AT PRATT & WHITNEY, JUPITER, FL			
0001AA	YEAR ONE (1) PERIOD OF PERFORMANCE: (1 DEC 08 – 30 NOV 09)	180,000 MC	_____	_____
0001AB	YEAR TWO (2) PERIOD OF PERFORMANCE (1 DEC 09 – 30 NOV 10)	180,000 MC	_____	_____
0001AC	YEAR THREE (3) PERIOD OF PERFORMANCE (1 DEC 10 – 30 NOV 11)	180,000 MC	_____	_____
0001AD	YEAR FOUR (4) PERIOD OF PERFORMANCE (1 DEC 11 – 30 NOV 12)	180,000 MC	_____	_____
0001AE	YEAR FIVE (5) PERIOD OF PERFORMANCE (1 DEC 12 – 30 NOV 13)	180,000 MC	_____	_____

0002	SERVICES: FIXED MONTHLY FACILITY FEE (ALL LABOR, EQUIPMENT, MAINTENANCE AND REPAIR NECESSARY FOR THE DELIVERY OF GASEOUS NITROGEN INTO THE PIPELINE INTERFACE AT PRATT & WHITNEY, JUPITER, FL				
0002AA	YEAR ONE (1) PERIOD OF PERFORMANCE (1 DEC 08 – 30 NOV 09)	12	MO	_____	_____
0002AB	YEAR TWO (2) PERIOD OF PERFORMANCE (1 DEC 09 – 30 NOV 10)	12	MO	_____	_____
0002AC	YEAR THREE (3) PERIOD OF PERFORMANCE (1 DEC 10 – 30 NOV 11)	12	MO	_____	_____
0002AD	YEAR FOUR (4) PERIOD OF PERFORMANCE (1 DEC 11 – 30 NOV 12)	12	MO	_____	_____
0002AE	YEAR FIVE (5) PERIOD OF PERFORMANCE (1 DEC 12 – 30 NOV 13)	12	MO	_____	_____

DESCRIPTION/SPECIFICATIONS

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

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 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC AUG 2008)

STATEMENT OF OBJECTIVE

1. **DESCRIPTION OF REQUIREMENT:** The Defense Energy Support Center (DESC), Defense Logistics Agency, as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for Aerospace Energy products and services, requires production and delivery of Gaseous Nitrogen (GN2) to Pratt & Whitney at West Palm Beach, FL. The Contractor shall provide all supplies, management, tools, equipment and labor required to supply GN2 to Pratt & Whitney. The requirement for GN2 is an estimated total quantity of 900,000 MC. The GN2 is used as a purge and process gas during testing and processing of rocket engines, jet engines, components and rigs. Additionally it may be used as an inerting agent for run tanks, storage tanks and bottles that contain liquid nitrogen and liquid oxygen to calibrate transducers and gauges, and to purge and pressure test rigs and stand systems.

2. DELIVERY OF PRODUCT: This contract calls for uninterrupted delivery (with the exception of coordinated downtime for maintenance of pipeline) of GN2 product, 24 hours a day, 7 days a week. Delivery is FOB Destination into the pipeline interface at Pratt & Whitney, Government Engines & Space Propulsion. Product shall be delivered to the following address:

Pratt & Whitney Rocketdyne (FL)
Attention: Area E Fuel Farm
17900 Beeline Highway
Jupiter, FL 33478

3. PRODUCT PRESSURE AND FLOW RATE:

- a. Pressure: 3,600 - 5,000 psi
- b. Low Flow Rate: 10,000 - 11,000 scf / hr
- c. High Flow Rate: 100,000 - 120,000 scf / hr

4. PRODUCT SPECIFICATION REQUIREMENTS:

a. Offered product shall conform to the requirements of Type I, Grade A of specification MIL-PRF-27401F, dated January 10, 2008, Propellant Pressurizing Agent, Nitrogen, with the following modifications to the specification:

(1) Paragraph's 3.3 through 3.3.2: Replace with "Filters. The GN2 shall be filtered through a dual filtration system. The primary filter shall be rated at 2 micron nominal and 10 micron absolute. The final downstream filter shall be rated at 0.4 micron absolute. **Both filters shall be located downstream of the compressor and/or converters** and the final downstream filter shall be located as close to the user's interface as possible. The filters shall remove from the gas all particles greater than 100 micron in any dimension."

(2) Paragraph's 4.2.7.2 a. and b: Replace with "Gas Phase Samples: In-line continuous monitors shall be installed by the Contractor so that product samples are drawn immediately prior to entering the user's system. The in-line continuous monitors shall be capable of testing for water, total hydrocarbons as methane and oxygen content. An alarm system to indicate when any contaminant (water, total hydrocarbons as methane or oxygen) exceeds specification limits shall be provided and monitored by the contractor on a 24 hour basis. The tests identified as optional in Table I of MIL-PRF-27401F (to include particulate testing) are not required.

b. One copy of a certificate of analysis for each sample required by the specification shall be emailed to tech.prop@dla.mil or faxed to the attention of DESC-QA/QT at (210) 925-8048 within three days after the analysis of that sample.

5. SPECIAL REQUIREMENTS: The Contractor shall furnish and install a meter at the custody transfer point for determination of gas quantity delivered. Contractor shall maintain the meter and perform calibrations in accordance with the quantity determination clause of this contract. Prior to calibration, the Contractor shall notify the government in order that the government may choose to have a representative present to witness the calibration. A representative from the government and Contractor shall simultaneously read the meter on the last normal workday of each month. Delivered quantities are determined by a meter reading. This reading is used in conjunction with the previous month's reading to determine current month's net quantity delivered.

6. DOWNTIME: Downtimes shall be coordinated with and agreed by Pratt & Whitney through DESC-MIC to accommodate run schedules. A minimum of 30 calendar days advance notice is required for planned downtimes. If equipment fails, the GN2 supplier must be able to maintain a supply of product at a minimum flow rate of 10,000 scf per hour and pressure of 3,600 psi.

7. SITE AVAILABILITY: There is not a pad on Pratt & Whitney property available for installation of equipment to provide pipeline GN2.

8. SECURITY REQUIREMENTS: For access to the premises, contractor's personnel shall have a valid driver's license and proof of U. S. citizenship. Contractor personnel shall notify Pratt & Whitney of visit request. Pratt & Whitney shall complete their visitor notification, get proper approvals, and appropriate escort on day of visit.

9. INSPECTION AND ACCEPTANCE: Inspection for quality, quantity determination and acceptance shall be performed at destination.

10. PRODUCT ORDERS AND GOVERNMENT REQUIRED DELIVERY: Delivery Orders (DD Form 1155) shall be issued by the DESC Contracting Officer IAW Clause I211, ORDERING.

INSPECTION AND ACCEPTANCE

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

(a) QUALITY CONTROL PLAN.

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

(2) The QCP shall include--

- (i) A schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points;
- (ii) Sampling procedures.
- (iii) Sample testing methods/procedures;
- (iv) Analytical and measuring equipment calibration program;
- (v) Loading/shipping procedures;
- (vi) Records maintenance and reports preparation/distribution; and
- (vii) Corrective action procedures.

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

DESC 52.246-9FE2)

E6 CERTIFICATE OF CONFORMANCE (DESC JAN 2004)

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

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

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

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____
[insert Contractor's name] furnished the supplies or services called for by

Contract No. _____ via _____ [Carrier] on

_____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is _____

(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.

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

(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 of each product (on a case-by-case basis or for a set period).

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

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

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

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

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

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

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

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

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

(DESC 52.246-9FQ5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Calibrated flow meter.
- (b) Weight using calibrated scales.
- (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).

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

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

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

- (a) Calibrated flow meter.
- (b) Weight using calibrated scales.
- (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).

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

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

- (a) Calibrated flow meter.
- (b) Weight using calibrated scales.
- (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).
- (D) The **Government** retains the right to have a representative witness quantity measurements performed by the Contractor.

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

(DESC 52.211-9FB6)

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

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

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

Dangerous Goods by Air.

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

(DESC 52.247-9FJ6)

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

II.03-1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEP 2005) (FAR 52.212-4) IBR

ADDENDUM TO II.03-1 [FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)]

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) **COMPROLLER 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)

II.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.

[X] 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.

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

[X] (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)

11.20-1 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 PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
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) (210) 925-9758
L5.01-1 L74	DLAD 52.233-9000 FAR 52.216-1	AGENCY PROTESTS (APR 2006) – DLAD TYPE OF CONTRACT (APR 1984) <u>Firm Fixed-Price Requirements-Type Contract</u>

(2) CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F18	FAR 52.247-34	F.O.B. DESTINATION (NOV 1991)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (b) <u>5% Percent increase</u> <u>5% Percent decrease</u> This increase or decrease shall apply to Product <u>CLIN 0001</u>
I1.07	DFARS 252.204-7004	CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (APR 2008/SEP 2007)
I11 .04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I14.04	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
I28.26 I84	DFARS 252.225-7013 FAR 52.216-21	DUTY-FREE ENTRY (OCT 2006) REQUIREMENTS (OCT 1995) (f) 60 days after expiration of the ordering period.
I198 I211	DFARS 252.243-7001 FAR 52-216-18	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) ORDERING (OCT 1995) (b) <u>From: 1 Dec 08 Award THRU 30 Nov 13</u>
I287	FAR 52.204-9	PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
I410	DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

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

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

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

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

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

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

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

(DESC 52.223-9F06)

I209.09 EXTENSION PROVISIONS (DESC APR 2003)

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

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

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

(DESC 52.217-9F20)

PART III – CONTRACT DOCUMENTS AND OTHER ATTACHMENTS

PERFORMANCE SPECIFICATION (LIQUID NITROGEN)/(GASEOUS NITROGEN) MIL-PRF-27401F, Dated 10 Jan 2008	Attachment 1
CONTRACTOR PAST PERFORMANCE DATA SHEET	Attachment 2
SMALL BUSINESS SUBCONTRACTING PLAN	Attachment 3

PART IV – SOLICITATION PROVISIONS

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

ADDENDUM TO L2.05 [FAR 52.212-1- INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2002)]

L2.05 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2008)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) **“Remit to”** address, if different from mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);

- (9) Acknowledgment of solicitation amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA SW, SUITE 8100
WASHINGTON DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

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

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk at (215) 697-2179, Monday through Friday, 0730 to 1600 EST; or

(iii) Ordering from--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094
TELEPHONE: (215) 697-2667/2179
FAX: (215) 697-1462

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

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$3,000 and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1)

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

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

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

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

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

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

(DESC 52.215-9FB1)

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

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

- (1) E-mail address: Christina.Sylvester@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)

L2.35.100 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC SEP 2008)

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

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

(1) In the Schedule, Section B, Supplies or Services and Prices/Costs, shall be completed for each Contract Line Item Number (CLIN) and SubCLINs. To be considered for award, all CLINs and SubCLINs shall be filled in.

(i) The offeror shall include all variable costs to produce GN2 as applicable in CLIN 0001.

(ii) The offeror shall propose a Monthly Facility Fee (MFF), for SubCLINs 0002AA – 0002AE, which should include all fixed costs including labor, equipment, maintenance and repair necessary to supply GN2 to Pratt & Whitney via pipeline interface.;

(2) The Standard Form 1449 must be completed, as well as the MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) clause 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)(ii). 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:

(i) Except for planned downtime coordinated 30 days in advance with Pratt & Whitney, describe how the offeror plans to ensure continuous uninterrupted supply of GN2 meeting the product pressure and flow rate, as specified in the Statement of Objective, Clause C-900, during unexpected downtime.

(ii) General description of offeror's manufacturing process as it relates to reliability of producing on-specification product. Offeror's description shall include: The daily production capacity of the plant/facility that will be supplying the GN2; Description of dual filtration system, location and capabilities (micron size) of Contractor's GN2 pipeline filters; Description of type and location of Contractor provided meter as well as planned meter calibration; In-process quality control, preventive maintenance, operations management, safety; and/or Any other techniques/procedures for insuring a reliable supply of on-specification product to meet the Government's requirements to include description of the location and capabilities (micron size) of Contractor's GN2 pipeline filters.

(iii) Description of type and location of Contractor provided meter as well as planned meter calibration program.

(iv) Description of the offerors' proposed product quality sampling and testing plan that will be implemented to assure product offered meets the product quality requirements stated in the applicable specification or product description.

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

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

(DESC 52.215-9F98)

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

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

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

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

(DESC 52.237-9F06)

EVALUATION – COMMERCIAL ITEMS

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

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

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

(1) Acceptability of the narrative of how, except for planned downtime coordinated 30 days in advance with Pratt & Whitney, the offeror plans to ensure continuous uninterrupted supply of GN2 meeting the product pressure and flow rate, as specified in the Statement of Objective, Clause C-900, during unexpected downtime.

(2) Acceptability of the narrative of a general description of offeror's manufacturing process as it relates to reliability of producing on-specification product. The daily production capacity of the plant/facility that will be supplying the GN2; Description of dual filtration system, location and capabilities (micron size) of Contractor's GN2 pipeline filters; Description of type and location of Contractor provided meter as well as planned meter calibration; In-process quality control, preventive maintenance, operations management, safety; and/or Any other techniques/procedures for insuring a reliable supply of on-specification product to meet the Government's requirements to include description of the location and capabilities (micron size) of Contractor's GN2 pipeline filters.

(3) Acceptability of the offeror's description of type and location of Contractor provided meter as well as planned meter calibration program.

(4) Acceptability of the offerors' proposed product quality sampling and testing plan that will be implemented to assure product offered meets the product quality requirements stated in the applicable specification or product description.

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

(d) After evaluating technical capability and past performance, the Contracting Officer will award a contract to the technically acceptable offeror with the lowest total evaluated price to the Government. For evaluation purposes, the total evaluated price will be the sum of all the CLINs. The evaluated price for each Sub-CLIN will be calculated by multiplying the Estimated Quantity, as shown in the Schedule, by the proposed unit price. The total evaluated price of each Sub-CLIN will then be added together to arrive at the value of each CLIN. The value of each CLIN will then be added together to arrive at the value of all the CLINs.

(e) 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)

**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
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

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

_____.

(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 is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

does

does not

certify that--

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

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

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

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

does
 does not
certify that--

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

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

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

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

(3) If paragraph (k)(1) or (k)(2) of this 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.

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

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

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

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

TIN: _____
 TIN has been applied for.
 TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

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

(5) COMMON PARENT.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(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)

METRIC

MIL-PRF-27401F

10 January 2008

SUPERSEDING

MIL-PRF-27401E

23 February 2007

PERFORMANCE SPECIFICATION

PROPELLANT PRESSURIZING AGENT, NITROGEN

This specification is approved for use by all Departments and Agencies of the Department of Defense.

Comments, suggestions, or questions on this document should be addressed to HQ-AFPET/AFTT, 2430 C Street, Bldg 70, Area B, Wright-Patterson AFB OH 45433-7632 or e-mailed to AFPET.AFTT@wpafb.af.mil. Since contact information can change, you may want to verify the currency of this address information using the ASSIST Online database at <http://assist.daps.dla.mil>.

AMSC N/A

FSC 9135

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

MIL-PRF-27401F

1. SCOPE

1.1 Scope. This specification covers the requirements for three grades and two types of nitrogen.

1.2 Classification. The nitrogen will be of the following types and grades as specified (see 6.2).

1.2.1 Types. The types of nitrogen are as follows:

Type I - Gaseous

Type II - Liquid

1.2.2 Grades. The grades of nitrogen are as follows:

Grade A - 99.5 percent pure, aerospace practices

Grade B - 99.99 percent pure, space vehicle and cabin environment

Grade C - 99.995 percent pure, special applications

2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in sections 3, 4, or 5 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in sections 3, 4, or 5 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications, standards, and handbooks. The following specification forms a part of this document to the extent specified herein. Unless otherwise specified, the issue of this document is the one cited in the solicitation or contract (see 6.2).

COMMERCIAL ITEM DESCRIPTIONS

A-A-58092 Tape, Antiseize, Polytetrafluorethylene

(Copies of this document is available online at <http://assist.daps.dla.mil> or from the Standardization Document Order Desk, 700 Robbins Avenue, Bldg 4D, Philadelphia PA 19111-5094.)

2.3 Non-government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

ASTM INTERNATIONAL

ASTM E 29 Standard Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

ASTM F 307 Standard Practice for Sampling Pressurized Gas for Gas Analysis

ASTM F 310 Standard Practice for Sampling Cryogenic Aerospace Fluids

MIL-PRF-27401F

(Copies of these documents are available online at <http://www.astm.org> or by mail at ASTM International, 100 Barr Harbor Drive, West Conshohocken PA 19428-2959)

COMPRESSED GAS ASSOCIATION (CGA)

CGA G-10.1	Commodity Specification for Nitrogen
CGA P-15	Filling of Industrial and Medical Nonflammable Compressed Gas Cylinders

(Copies of these documents are available online at <http://www.cganet.com> or by mail from the Compressed Gas Association, Inc., 4221 Walney Road, 5th floor, Chantilly, VA 20151-2923)

2.4 Order of precedence. In the event of a conflict between the text of this document and the references cited herein (except for related specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 Grade requirements. The purity and impurity concentrations as applicable to each grade of nitrogen shall conform to the limits of Table I when tested in accordance with the applicable test method also specified in Table I. Other limits and tests may be specified by the procuring activity (see 6.2).

3.2 Limiting values. The following applies to all specified limits in this specification: For purposes of determining conformance with these requirements, an observed value or a calculated value shall be rounded off "to the nearest unit" in the last right-hand digit used in expressing the specification limit according to the rounding-off method of ASTM E 29 Standard Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications.

3.3 Filter.

3.3.1 Containers. A filter with a rating of at least 10-micrometer nominal and 40-micrometer absolute rating shall be installed between the manufacturer's plant system and the manifold used to fill the gas or liquid containers for delivery.

3.3.2 Pipelines. A filter with a rating of at least 3.5-micrometer nominal and 12-micrometer absolute rating shall be installed downstream of compressors and/or converters and as close to the user's interface as possible for delivery into pipelines. The filter shall remove all particles greater than 100 micrometers in any dimension.

3.4 Filled containers (Type I only).

3.4.1 Pressure. The filling pressure for tube trailers shall not differ from that required by the contract by more than 1% at 70°F when tested as specified in 4.5.1. Cylinders shall be filled to within 99 to 100 percent of their rated service pressure when tested as specified in 4.5.1. In no case shall the filling pressure exceed the rated service pressure of the container. Pressure-Temperature Filling Chart in CGA P-15 may be used.

3.4.2 Leakage. Containers shall not leak when tested according to 4.5.2.

MIL-PRF-27401F

TABLE I. Grade limits for nitrogen.

	Grade			Test Method
	A	B	C	
Purity ^{a, b} , % by vol, min	99.5	99.99	99.995	4.4.1
Impurities, ppm by volume, max	5000	100	50	Note c
Water	26.3	11.5	5.7	4.4.2
Total hydrocarbons as methane	58.3	5.0	5.0	4.4.2
Oxygen	5000	50	20	4.4.2
Hydrogen	Note d	Note d	0.5	4.4.2
Argon ^e	Note d	20	2	4.4.2
Carbon dioxide ^e	Note d	5	5	4.4.2
Carbon monoxide ^e	Note d	5	5	4.4.2
Particulate ^f , mg/L, max	1.0	1.0	1.0	4.4.3

Notes.

- a. Percent nitrogen includes trace quantities of neon, helium, and argon.
- b. If direct method is required, use the alternate method found in 6.3.
- c. Sum, in parts per million (ppm), of water, hydrocarbons, oxygen, and, if applicable hydrogen, carbon monoxide, and carbon dioxide.
- d. No limit for this grade.
- e. If required by contract (see 6.2).
- f. Applies only to Type II (Liquid) nitrogen. The particulate limit may be removed by the procuring activity (see 6.2).

4. VERIFICATION

4.1 Points of inspection (see 6.2).

4.1.1 Containers. Unless otherwise specified, acceptance tests shall be conducted at the site of filling prior to shipment or departure.

4.1.2 Pipeline. When Type I nitrogen is delivered in pipeline, acceptance tests shall be conducted immediately prior to entering the user's system.

MIL-PRF-27401F

4.2 Conformance inspection. Quality conformance tests shall consist of the following:

- a. Individual tests (Type I only)..... 4.2.1
- b. Sampling tests 4.2.2

4.2.1 Individual tests (Type I only). Each container shall be subjected to the following tests as described under 4.5:

- a. Filling pressure 4.5.1
- b. Leakage 4.5.2

4.2.2 Sampling test. The number of nitrogen containers shall be selected in accordance with Table II and subjected to the tests required by Table I.

TABLE II. Sampling for test.

Number of containers in lot	Number of containers to be sampled
1	1
2 – 40	2
41 – 70	3
71 – over	4

4.2.3 Lot definitions.

4.2.3.1 Type I. A lot is defined as all of the nitrogen supplied in one or more container(s) filled from a single manifold at the same time.

4.2.3.2 Type II. Each filled container shall constitute a lot.

4.2.3.3 Container Assemblies. A shipping conveyance consisting of multiple cylinders or tubes that are interconnected by a single manifold that equalizes the pressure across all cylinders/tubes to form a single unit is considered a single container for the purpose of this specification.

4.2.4 Sample. Each sample shall be of sufficient size to conduct all the quality conformance tests as specified herein. Unless otherwise specified, the quality conformance tests shall be performed on each required sample (see 6.2). When required, an equivalent sample shall be forwarded to a laboratory designated by the procuring activity for testing.

4.2.4.1 Sampling methods. Each sample taken for analysis shall be representative of the entire contents of the container being sampled. All equipment used shall be made of suitable materials. Unless otherwise specified in the acquisition requirements (see 6.2), sampling shall be accomplished by one of the following methods.

MIL-PRF-27401F

a. Type I, gaseous nitrogen may be sampled in accordance with ASTM F 307 and Type II, liquid nitrogen may be sampled in accordance with ASTM F 310. It is critical that the outlet of the sampling port be clean and free of contaminants.

b. Connect the shipping container being sampled directly to the analytical equipment using suitable pressure regulation as required to prevent over-pressurization of the equipment.

4.2.5 Non-Bulk Containers. Non-bulk containers are defined as containers of 400 liters or less water capacity. The number of containers filled with Type I (gaseous) nitrogen selected for sampling from each lot shall be in accordance with Table II. The first and last containers to be filled within a given lot are typically sampled. Other samples may be selected at random. Every container filled with Type II (liquid) nitrogen shall constitute a lot and will be sampled.

4.2.6 Bulk transports. Bulk containers are defined as containers of more than 400 liters water capacity. Each bulk container filled with Type I (gaseous) or Type II (liquid) nitrogen constitute a lot and shall be sampled.

4.2.6.1 Continuous service (see 6.6.1). Unless otherwise specified by the procuring activity, the following sample option for nitrogen shall be used for storage and transport tanks engaged in continuous nitrogen service (see 6.2). Contractor shall sample the contents of each transport tank engaged in continuous nitrogen service at least once every seven days at uniform intervals of time. Samples shall be taken from the filled transport tanks. Contractor shall sample the contents of each transport tank when entering continuous service and when the transport tank has remained empty for a period greater than 24 hours. When empty, all ports and vents shall remain closed to the atmosphere. While in continuous service, compliance with quality conformance tests specified herein shall be determined by sampling the filling point storage tank after each addition or, in case of continuous production, at established intervals not less frequent than once every 24 hours. When a storage tank is being filled during a change of duty shift, sampling shall be performed after filling.

4.2.7 Pipelines. Unless otherwise specified in the contract, the following sampling plan shall be used for pipelines: Sampling to determine specification compliance shall be accomplished by drawing liquid phase samples from each filled container transporting liquid for conversion to gas and by drawing samples from the gas supplied into the user's system (see 6.2).

4.2.7.1 Liquid phase samples. Liquid phase samples shall be tested for each parameter in applicable grade of Type II nitrogen. Sampling under the "continuous service" provisions can be applied.

4.2.7.2 Gas phase samples.

a. Samples shall be tested for each parameter in the applicable grade of Type I nitrogen. Samples shall be drawn in accordance with 4.2.4 from a point immediately prior to entering the user's system. The frequency of sampling shall not be less than once every seven days at regular intervals.

b. When specified in contract, in-line samples shall be drawn and tested with continuous monitors for each parameter specified in contract for the applicable grade of Type I nitrogen. Each analyzer shall be equipped with a permanent recording device. When specified in contract, an alarm system to indicate contaminant contents in excess of specified maximum shall be provided (see 6.2).

c. After internal exposure of the pipeline to the atmosphere or other foreign materials, a sample of gas shall be taken from the pipeline prior to delivery into the user's system at a point between the final filter and the interface with the Government system. The sample shall be tested for each parameter in applicable grade of Type I nitrogen. After cleaning operation, the sample shall also be tested for contamination by vapors from the cleaning materials.

MIL-PRF-27401F

4.3 Rejection. When any sample tested in accordance with 4.4 fails to conform to the requirements specified herein, the entire lot represented by the sample shall be rejected.

4.4 Analytical procedures. Unless otherwise specified, samples shall be analyzed according to the procedures described in 4.4.2 (see 6.2). Calibration gas standards may be required to calibrate (zero and span) analytical instruments used to determine the purity and impurity contents of the nitrogen. The accuracy of the calibration gas standards is to be traceable to the National Institute of Standards and Technology.

4.4.1 Nitrogen content. The nitrogen content in percent shall be found by determining the aggregate impurities by the methods described in 4.4.2. The nitrogen purity is the value obtained when the aggregate impurities, expressed as volume percent, is subtracted from 100 percent.

4.4.2 Impurities. Methods shall be selected from those of CGA G-10.1.

4.4.3 Particulate content. A filter holder assembly, (Pall Life Sciences part number 2220), or equivalent modified as shown in Figure 1 shall be attached to the withdrawal line of the vessel to be utilized to fill the tanks. A preweighed filter paper (47 mm glass fiber paper, type A/E or equivalent) shall be placed on top of another filter of the same kind. The filters shall then be placed on the porous filter support, which, in turn, shall be placed in the filter holder as shown in Figure 1. The male threads of the filter holder shall be wrapped with thin, nonadhesive-backed polytetrafluorethylene tape A-A-58092 or equivalent to prevent galling of the threads. The holder shall be tightened by hand as tight as possible to prevent bypassing of the filter element. The discharge liquid from the filter housing shall be collected in a clean, uninsulated, ambient temperature vessel marked to indicate when 5 liters of liquid have been collected. The liquid flow shall be terminated when 5 liters of liquid have been collected. The filter holder shall be removed from the line and permitted to reach ambient temperature. The warmup to ambient temperature may be expedited by use of an oven or other heat source. Care shall be exercised to ensure that any airflow which enters the unit will be directed through the inlet of the assembly to prevent displacing any particles from the surface of the filter. Upon warmup, the other side of the holder shall be wiped with a clean cloth and the holder then disassembled. The filter paper shall be closely inspected. The test shall be repeated if evidence of either (a) the filter not being securely clamped by uniform depression of its edge; (b) the filter having been cut by the holder; or (c) when dirt particles are detected in the clamped area indicating bypassing had been encountered. The test shall also be repeated when either the bottom filter shows any discoloration or when leakage of liquid from the filter holder is detected. Upon completion of a valid test the filter shall be removed from the housing and weighed to the nearest 0.1 mg.

4.5 Containers of Type I nitrogen.

4.5.1 Filling pressure. Containers shall be tested for proper filling pressure by attaching a calibrated Bourdon-tube gauge or equivalent to the valve outlet and by attaching either a thermocouple or thermometer to the container wall. The gauge shall have scale divisions not greater than 100 kPa (15 psi). If a thermometer is used, tape or putty shall be applied to the bulb to protect it from extraneous temperatures. Putty shall not be applied between the bulb and the container wall. The thermometer shall have scale divisions not greater than 1°C (2°F). The containers shall be stabilized to ambient temperature. Then the valve shall be opened and the internal pressure observed on the gauge. If the internal pressure differs from the applicable pressure value by more than 100 kPa (15 psi), the container, and all other containers filled from the same manifold at the same time shall be rejected.

4.5.2 Leakage. Each Type I nitrogen container shall be tested for leaks at the neck threads, stem packing, and safety device of the valve with leak-detection fluid. Valve seat leakage shall be tested after filling has been completed by connecting a hose to the valve outlet and placing the other end of the hose under the surface of a liquid.

MIL-PRF-27401F

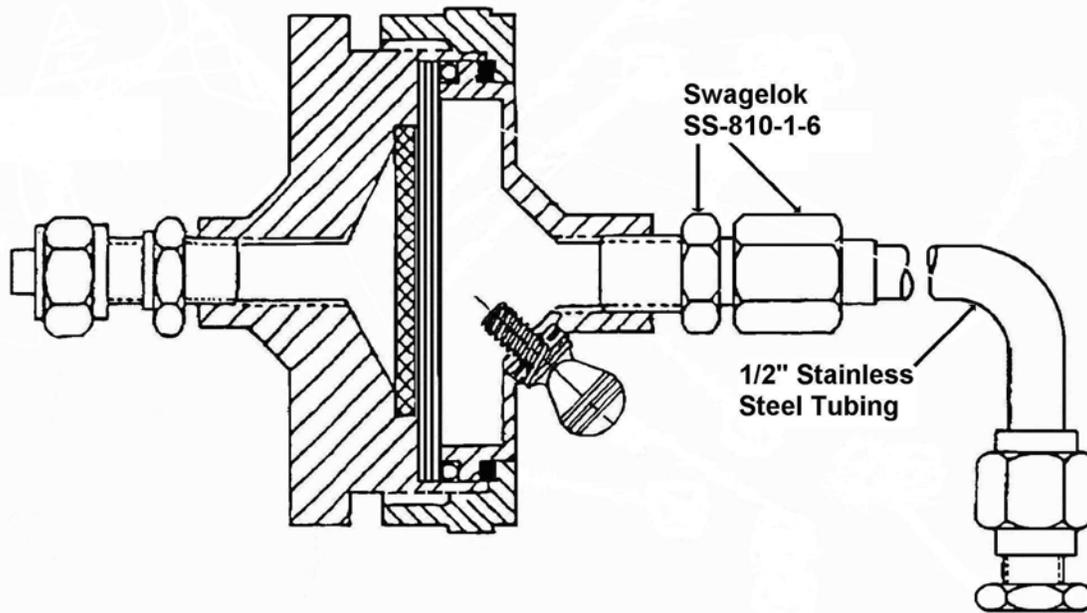


FIGURE 1. Filter, Cryogenic Liquids

5. PACKAGING

5.1 Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see 6.2). When actual packaging of materiel is to be performed by DoD or in-house contractor personnel, these personnel need to contact the responsible packaging activity to ascertain packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activities within the Military Service or Defense Agency, or within the military service's system commands. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

6. NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory.)

6.1 Intended use. The nitrogen covered by this specification is intended as a purging and pressurizing medium for rocket propellant systems, space vehicles and support equipment and for preparing oxygen-nitrogen mixtures for breathing purposes on board space vehicles (see 1.2.2).

MIL-PRF-27401F

6.6 Definition.

6.6.1 Continuous service. Continuous service applies to continuous deliveries under Government contract of nitrogen complying with the quality conformance tests specified herein.

6.7 Subject term (key word) listing.

Aerospace
Cryogenic
Cylinders
Pipeline
Space vehicle

6.8 Changes from previous issue. The margins of this specification are marked with vertical lines to indicate where changes from the previous issue were made. This was done as a convenience only and the Government assumes no liability whatsoever for any inaccuracies in these notations. Bidders and contractors are cautioned to evaluate the requirements of this document based on the entire content irrespective of the marginal notations and relationship to the last previous issue.

Custodians:

Army – MI
Navy – AS
Air Force – 68
DLA – PS

Preparing activity:

Air Force – 68
(Project 9135-2007-003)

Review activities:

Air Force – 19
Air Force – 11

Civil Agency:

NASA – NA

Note: The activities listed above were interested in this document as of the date of this document. Since organizations and responsibilities can change, you should verify the currency of the information using the ASSIST Online database at <http://assist.daps.dla.mil>.

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year’s performance history.

Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

COMPANY NAME	POINT OF CONTACT	EMAIL ADDRESS PHONE NUMBER FAX NUMBER	PRODUCT SUPPLIED	QTY	METHOD OF DELIVERY	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)