

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>SP0600-09-1204</b>		PAGE 1 OF 58	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-09-R-0305</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>KEITH HARVEY</b>		b. TELEPHONE NUMBER (No collect calls) <b>210-925-4884</b>		8. OFFER DUE DATE/ LOCAL TIME <b>2009 FEB 25/4:00 P.M.</b>	
9. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER (DESC-MK) BLDG 1621 1014 BILLY MITCHELL BLVD SAN ANTONIO, TX 78226-1859 KEITH HARVEY 210-925-4884 E-MAIL: keith.m.harvey@dla.mil</b>		CODE <b>SP0600</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS <input type="checkbox"/> 8(A)  NAICS: 325120 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
CODE:				13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO <b>SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY)(AEROSPACE ENERGY)(DESC APR 2006)</b>		CODE		16. ADMINISTERED BY <b>SEE BLOCK 9</b>		CODE <b>SP0600</b>	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>DEFENSE FINANCE AND ACCOUNTING SERVICE COLUMBUS CENTER ATTN: DFAS/BVDFB (AEROSPACE ENERGY) P. O. BOX 182317 COLUMBUS, OH 43218-2317 EFT:T</b>	
TELEPHONE NO.						CODE <b>HQ0104</b>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		<b>SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY)(AEROSPACE ENERGY)(DESC APR 2006)</b>					
		<i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				<b>BARBARA M. PETERSON</b>			



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

1. This requirement covers award of a contract for the delivery of Liquid Carbon Dioxide (Grade H) for use in refilling fire extinguishers at Anniston Army Depot, AL. The period of performance is five years beginning 1 October 2009 through 30 September 2014. Product is to be delivered FOB Destination to Anniston Army Depot, AL.
2. Questions regarding small business affairs should be addressed to Mrs. Lula Manly at the DESC Small Business Office at 1-800-526-2601 or 703-767-9400.
3. **ALL OFFERORS MUST COMPLY WITH THE REQUIREMENTS LISTED IN CLAUSE *L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY)(DESC OCT 2008)* AND ALL OFFERS WILL BE EVALUATED IN ACCORDANCE WITH CLAUSE *M2.14 EVALUATION - COMMERCIAL ITEMS (AEROSPACE ENERGY)(DESC OCT 2008)***

## SOLICITATION FORMAT

**PART I – SF 1449 CONTINUED**

<b><u>CLAUSE NUMBER</u></b>	<b><u>SCHEDULE OF SUPPLIES/SERVICES</u></b>	<b><u>PAGE</u></b>
B1.09-2	SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)	6-7
C1	SPECIFICATIONS (DESC JAN 1997)	7
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	7
C900	STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (JP-10/PF-1) (AEROSPACE ENERGY) (DESC JUL 2008)	7-12
<b><u>PACKAGING AND HANDLING</u></b>		
D10	PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)	12-13
D15	CONTRACTOR SEAL REQUIREMENT (AEROSPACE ENERGY) (DESC OCT 2006)	13
<b><u>INSPECTION AND ACCEPTANCE</u></b>		
E1.15	CONTRACTOR INSPECTION RESPONSIBILITIES (PROPELLANTS, CRYOGENICS, AND GASES (MISSILE FUELS) (DESC APR 2006)	13
E2.01	POINTS OF INSPECTION AND ACCEPTANCE (DESC NOV 2002)	13
E6	CERTIFICATE OF CONFORMANCE (DESC JAN 2004)	13-14
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	14
E33.10	MANUFACTURING AND FILLING POINTS (DESC JUL 2008)	14
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)	14-15
<b><u>DELIVERIES AND PERFORMANCE</u></b>		
F1.36	DETERMINATION OF QUANTITY (PROPELLANTS, CRYOGENICS, AND GASES) (MISSILE FUELS)(DESC APR 2006)	15-16
F3.04	TRANSPORTATION OF HAZARDOUS MATERIAL (MISSILE FUELS) (DESC APR 2006)	16
F3.10	TRANSPORT TRUCK AND/OR TRUCK AND TRAILOR FREE TIME AND DETENTION RATES (MISSILE FUELS) (DESC DEC 2007)	16-17
F21	CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)	17
<b><u>CONTRACT ADMINISTRATION DATA</u></b>		
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	17
G152	SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY) (DESC DEC 2007)	17

**SPECIAL CONTRACT REQUIREMENTS****PART II – CONTRACT CLAUSES**

I1.03-1	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007)(FAR 52.212-4) ADDENDUM TO I1.03-1 (FAR 52.212-4)	IBR
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2009)	17-21
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008)	21-22
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)	22-23
I190.06	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)	23
I209.09	EXTENSION PROVISIONS (DESC APR 2003)	23

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

TRANSPORT EQUIPMENT DELAY CERTIFICATE	ATTACHMENT 1
GUIDELINES FOR THE PREPERATION OF PRODUCT ANALYSIS REPORT	ATTACHMENT 2
CONTRACTOR PERFORMANCE DATA SHEET	ATTACHMENT 3

**PART IV – SOLICITATION PROVISIONS**

L1.02	PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)	23-24
L2.05	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JUN 2008)(FAR 52.212-1) ADDENDUM TO L2.05 (FAR 52.212-1)	IBR
L2.11-4	E-MAIL PROPOSALS (DESC APR 2005)	24
L2.35	PROPOSAL FORMAT AND CONTENT (JP-10/PF-1)(AEROSPACE ENERGY) (DESC OCT 2008)	24-27
L54.02	SITE VISIT (MISSILE FUELS) (DESC APR 2006)	27

**EVALUATION – COMMERCIAL ITEMS**

M2.14	EVALUATION -- COMMERCIAL ITEMS (MISSILE FUELS) (DESC JAN 2005)	27-29
-------	--	-------

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**

K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II) (JUN 2008/APR 2002/OCT 2000)	29-38
ADDENDUM TO K1.01-10		
K1.01-12	SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)	38
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2005)	38
K15	RELEASE OF UNIT PRICES (DESC MAR 2004)	38
K33.01	AUTHORIZED NEGOTIATORS (DESC APR 2007)	38
K45.04	FACSIMILE INVOICING (DESC JUL 1998)	39

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

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

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

- (1)  This is a REQUIREMENTS-TYPE contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract, as allowed by the REQUIREMENTS clause. A Blanket Delivery Order is considered "an order", for the purposes of this clause.
- (2)  This is an INDEFINITE DELIVERY/INDEFINITE QUANTITY contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the Contracting Officer during the contract period, at least the quantity of supplies or services designated in the Schedule as the "minimum", as allowed by the INDEFINITE QUANTITY clause. A Blanket Delivery Order is considered "an order", for the purposes of this clause
- (3)  Orders issued by the Ordering Officer at the destination location are considered extensions of the Blanket Delivery Order issued by the DESC Contracting Officer and, as such, may be issued orally, by facsimile or by electronic commerce methods, as allowed by the ORDERING clause.
- (4)  The unit prices specified below shall be fixed for the term of the contract.
- (5)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – STANDARD SUPPLIES clause, as contained in the Schedule.
- (6)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – SEMISTANDARD SUPPLIES clause, as contained in the Schedule.
- (7)  Items of this contract call for f.o.b. destination delivery, unless the item specifies otherwise. The destination for each item is the point of delivery shown in the particular item. Inspection for quality will be at origin with final acceptance at destination. Applicable to CLIN(s) **0001**.
- (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.

(DESC 52.207-9F79)

### SCHEDULE OF SUPPLIES/SERVICES

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	CARBON DIOXIDE, LIQUID (GRADE H) IAW COMPRESSED GAS ASSOCIATION SPECIFICATION CGA G-6.3 NSN 6830-01-526-5180			
0001AA	YEAR ONE 01 OCT 09 – 30 SEP 10	14,000LBS		
0001AB	YEAR TWO 01 OCT 10 – 30 SEP 11	14,000LBS		
0001AC	YEAR THREE 01 OCT 11 – 30 SEP 12	14,000LBS		
0001AD	YEAR FOUR 01 OCT 12 – 30 SEP 13	14,000LBS		
0001AE	YEAR FIVE			

01 OCT 13 – 30 SEP 14

14,000LBS

0002 DETENTION, IAW Clause F3.10 TRANSPORTATION TRUCK  
AND/OR TRUCK AND TRAILOR FREE TIME  
AND DETENTION RATES (MISSILE FUELS)  
(DESC JAN 2003)  
NSN 6830-01-526-5180

PER ¼ Hour \_\_\_\_\_

## **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 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

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

## **PART I – REQUIREMENT**

### **1. GENERAL INFORMATION**

The Defense Energy Support Center (DESC), Defense Logistics Agency, as the Department of Defense (DOD) Integrated Material Manager (IMM) for Aerospace Energy Products and related services, requires production and delivery of Liquid Carbon Dioxide (C02) to Anniston Army Depot, AL. The Contractor shall provide all production, raw materials, supplies, management, tools, equipment, labor and transportation necessary for the manufacture and delivery of C02. The C02 requirement is estimated for a total of 70,000 lbs. All deliveries shall be delivered FOB Destination into Government owned tanks at Anniston Army Depot, AL. The Contractor will be responsible for any transportation expense associated with the return of any equipment/container used to deliver product to the customer. C02 will be used for refilling fire extinguishers.

### **2.0 DELIVERY REQUIREMENTS**

#### **2.1 SHIP TO:**

Commander, Anniston Army Depot,  
AMSTA-AN-MN/OMSD (RMB),  
7 Frankford Ave.  
Anniston, AL 76201-4199

#### **2.2 DELIVERY HOURS:**

Delivery hours shall be Monday thru Thursday from 7:00 AM to 2:00 PM and every other Friday from 7:00 AM to 1:00 PM.  
(Holidays and weekends excluded).

Anniston will advise, at contract start, what the off-Fridays will be.

#### **2.3 DELIVERY LEAD TIME:**

Routine Delivery: The Contractor shall deliver to destination within four days after notification by DESC Item Manager (Propellant Delivery/Services Task Schedule, email, phone request).

### **2.4 TECHNICAL SPECIFICATION**

## 2.4a INSPECTION AND ACCEPTANCE

- (1) Inspection is at origin, quantity determination and acceptance shall be at destination.
- (2) Method of quantity determination shall be by a calibrated flow meter on the delivery truck with the appropriate with the appropriate conversion factors or by using a calibrated weight scale. Weight scales are not available at the delivery location, so if the Contractor opts to use weighing to determine delivered quantity, they will be responsible for locating and arranging access to weight scales and for providing certified weight tickets with delivery invoices.

## 2.4b PRODUCT SPECIFICATIONS REQUIREMENTS

- (1) CO2 offered under this solicitation shall conform to the requirements grade H of the Compressed Gas Association Specification CGA G-6.2.
- (2) REPORTSL: In addition to the reports required in other clauses of this contract. One copy of the Certificate of Analysis for each sample required by the specification shall accompany each shipment and one copy shall be sent to DESC-QA/QT within three days after the analysis of that sample. The analysis report shall be emailed to [Tech\\_prop@dla.mil](mailto:Tech_prop@dla.mil) or faxed to Attention: DESC-QA/QT, (210) 925-8048.

## 2.4c DESCRIPTION OF CUSTOMER OWNED STORAGE VESSELS

Storage vessel CO2, location and capacities are as follows:

Location	# of Tanks	Storage capacity (gals)	MAWP
Building 146	1	700 gallons/approx. 6,000lbs	310 psig

Physical connection: Vendor must have hoses with minimum length of 25 ft. Vendors must ensure proper interface between Tanks offloading unit matches. Vendors are required to do an assessment of the Industrial Gas Stations that they intend to bid on for the requirements contract at Anniston Army Depot to assure that they are equipped and can perform all aspects of servicing/replenishing contents before they submit their quotes.

## 2.5 SECURITY, SAFETY AND ENVIRONMENTAL REQUIREMENT

The Contractor shall comply with the following Anniston Army Depot (ANAD) rules and regulations on security, safety and environmental as applicable:

### ANAD RULES AND REGULATIONS

ANAD is a Controlled Area. All documentation required below shall be forwarded through the ANAD Point of Contact (POC)/Contracting Officer Representative (COR), to include the data, forms, and notifications below. The Contractor will be provided the name of the ANAD POC/COR prior to first delivery. A copy of any installation – specific regulations may be requested from the DESC Contracting Officer.

#### 1. INSTALLATION SECURITY

ANAD is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought on to or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the ANAD POC/COR upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

## 2. BADGING PROCESS

The ANAD POC/COR shall coordinate the Contractor's badging process (schedule appointments with Director of Law Enforcement (DLE), etc.). The following requirements apply to all Contractors visiting or working inside the Controlled Area of ANAD.

a. Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the ANAD to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges shall be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors shall be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a photo identification from one of the following sources:

- (1) State driver's license
- (2) State identification card
- (3) Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description.

NOTE: A social security card is not a photo identification and shall not be accepted as proper identification. Employee identification cards issued by the Contractor shall not be accepted. The DLE will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

b. Contractors shall submit the name of a point of contact responsible for security requirements through the ANAD POC/COR to the Chief, Security Management Division, DLE, upon notification of contract award.

c. Ten calendar days prior to the date, Contractor employee shall begin work in the controlled area of ANAD (within the gates) Contractor shall submit with an accompanying letter on company letterhead, a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2 (attached)) must be completed and signed for each employee, as well a non-disclosure statement for each of its employees. The SIOAN Form 380-2 authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No Contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms shall be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS SHALL BE CONDUCTED BY ANAD.** The prime Contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

d. Violation of any security or safety requirements shall be grounds for immediate suspension of the Contractor employee's badge. DLE shall notify the ANAD POC/COR when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

## 3. IDENTIFICATION OF CONTRACOR EMPLOYEES

a. Identification. All Contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see

paragraph below, on release of Contract Employee). All Contractor employees meeting with Government employees or attending meetings at ANAD shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when attending meetings on the installation, answering Government telephones, working in situations where their actions could be construed as official Government acts, etc., and include the company's name in his or her email display.

**Release of Contractor Employees.** Contractor must provide written notice through the ANAD POC/COR to the Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement by the Contractor when the contract is complete.

b. **Return of Badges and Decals.** Badges and vehicle decals shall be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract.

c. **Noncompliance.** Failure to comply with the requirement in paragraph c, above, will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

d. **Follow-on Contracts.** If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow on contract number and comply with the above.

#### **4. NOTICE OF PERMITS, LICENSES AND RESPONSIBILITIES**

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits.

#### **5. TRAFFIC**

The Contractor shall be required to conform to Depot regulations concerning:

- a. Designated routes
- b. Parking regulations
- c. Insurance--See clause entitled "Insurance Requirements." The Contractor shall also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2(c).

#### **6. HIGHWAY BARRICADES, WARNING SIGNS, AND PARKING**

The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition.

#### **7. TEMPORARY STRUCTURES**

When applicable, the Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

#### **8. FIRE PREVENTION AND PROTECTION**

The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, ANAD Regulation 420-6. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

## **9. SAFETY AND ACCIDENT PREVENTION**

The Contractor shall conform to all federal, OSHA standards applicable to the work performed and safety practices and guidelines contained within this Statement of Work. Contract clause entitled "Accident Prevention," Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR) and all local policies shall be strictly adhered to.

## **10. DRUG FREE WORKPLACE PROGRAM**

The Contractor shall have a comprehensive Drug Free Workplace Program, which also includes provisions for routine testing for specific hazardous occupations, and post accident testing. A copy of the Contractor's program documentation shall be furnished to the ANAD POC/COR upon request.

## **11. VEHICLE SEARCHES**

All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

## **12. CELLULAR TELEPHONES**

Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

## **13. DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING**

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices shall be temporary in nature. Contractors shall be required to participate in these practice evacuation exercises, as necessary, and the delivery order performance time shall be extended to offset the time lost because of the exercise. This paragraph should be taken into consideration during the preparation of proposals since, other than appropriate time extensions, participation in such exercises shall be at no additional cost to the Government. The ANAD POC/COR shall provide the Contractor with a copy of the ANAD Emergency Preparedness Plan at the Start of Work meeting. The Contractor shall comply with the plan, participate as required, and provide all the necessary information/documentation.

## **14. SPECIAL NOTICE TO CONTRACTOR**

Final payment on the contract will be held until Contractor has properly cleared with the ANAD Security Control Office through the ANAD POC/COR, the return of all security identification badges and vehicles registration.

## **15. ENVIRONMENTAL REQUIREMENTS**

- a. Regulatory Guidance. The Contractor shall adhere to the ANAD Red Book (Hazardous Waste Guidance and Emergency Response) and the ANAD Green Book (Storm Water Best Management Monitoring Plan). The Contractor shall not be liable for past contamination at the work site or for past violations at ANAD not resulting from Contractor actions or operations.
- b. Local Practices. The Contractor shall comply with all environmental practices and guidelines contained within this Statement of Work, including the following:
  - (1) Contractor Environmental Support and Coordination. The Contractor shall notify the ANAD POC/COR of all proposed process changes that they learn may be implemented in their area in order that the ANAD POC/COR verify the appropriate coordination has taken place.
  - (2) Material Safety Data Sheets (MSDS). The Contractor shall submit an MSDS IAW the FAR

clause that is incorporated into the contract.

- (3) Ozone Depleting Substance (ODS) Management and Elimination. The Contractor:
- (a) Shall not vent or release any ozone-depleting substance (ODS) into the atmosphere unless permitted or authorized by law and coordinated with the Directorate of Risk Management (DRK) Environmental Control and Engineering Division, through the ANAD POC/COR.
  - (b) Shall not procure any products or equipment intended for installation or use at ANAD containing or manufactured with a Class I ODS in the performance of this Statement of Work. Class I ODS means any substance the Environmental Protection Agency (EPA) designates in 40 CFR Part 82 Subpart F, "Protection of Stratospheric Ozone" to include but not be limited to (1) Chlorofluorocarbons [(CFCs) – used in residential, commercial and industrial air conditioning and refrigeration (AC&R)], (2) Halons (used in fire extinguishers and fire suppression systems), and (3) Carbon Tetrachloride, and (4) Methyl chloroform (both industrial solvents).
  - (c) Shall ensure that all products and equipment that contain or are manufactured with ODS are clearly labeled in English with the required warning statement. The Contractor shall electronically provide the ANAD POC/COR with any specifications for ODS-containing equipment at least 15 calendar days prior to purchasing such equipment. The ANAD POC/COR shall forward this information to the ANAD Environmental Office for concurrence.
  - (d) Shall coordinate with the Directorate of Risk Management (Environmental) through the ANAD POC/COR to ensure compliance with all applicable federal, state, local laws and regulations, as well as, DOD, Army, TACOM, AMC, ANAD regulations, regulatory requirements, and procedures regarding ODS turn-ins.
- c. Reimbursement of Environmental Costs. The Contractor shall pay to ANAD actual environmental costs, including:
- (1) Fees, fines, and penalties, incurred as a result of Contractor non-compliance with environmental regulations.
  - (2) Costs incurred by ANAD for spills, clean-up of spills, and associated remediation of contamination due to Contractor operations.

### 3.0 PRODUCT ORDERS AND GOVERNMENT REQUIRED DELIVERY

- a. Delivery orders (DD Form 1155) shall be issued by the DESC Contracting Officer IAW Clause I211, ORDERING.
- b. Monthly Propellants Delivery/Services Task Schedule shall be issued by the DESC Inventory Manager at **Defense Energy Support Center (DESC-MK) 1014 Billy Mitchell Blvd San Antonio, TX 78226-1859**, Propellants Delivery/Services Task Schedule shall be in writing, dated and serially numbered; however, telephone request(s) may be made in an emergency and shall be confirmed in writing, within (24) hours.

### PACKAGING AND INSPECTION

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

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

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

Goods by Air.

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

(6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).

(7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).

(8) ASME MH 1.8, Wood Pallets.

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

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

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

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

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

(DESC 52.211-9FN1)

### **INSPECTION AND ACCEPTANCE**

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

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

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

(2) The QCP shall include--

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

(ii) Sampling procedures.

(iii) Sample testing methods/procedures;

(iv) Analytical and measuring equipment calibration program;

(v) Loading/shipping procedures;

(vi) Records maintenance and reports preparation/distribution; and

(vii) Corrective action procedures.

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

(DESC 52.246-9FE2)

#### **E2.01 POINTS OF INSPECTION AND ACCEPTANCE (DESC NOV 2002)**

(a) F.o.b. origin deliveries will be inspected and accepted at origin.

(b) F.o.b. destination deliveries will be inspected at origin and accepted at destination.

(DESC 52.246-9FP1)

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

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

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

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

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_  
 [insert Contractor's name] furnished the supplies or services called for by Contract No.

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

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

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

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

(DESC 52.246-9F01)

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

The Quality Office assigned inspection responsibility under this contract is TO BE ASSIGNED AT THE TIME OF AWARD.

(DESC 52.246-9F35)

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

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

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF 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 or each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the

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

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

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

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

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

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

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

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

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

(DESC 52.246-9FQ5)

## **DELIVERIES AND PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.211-9FB6)

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

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

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

(DESC 52.247-9FJ6)

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

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

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

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

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

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

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

(DESC 52.247-9FK3)

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

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

(DESC 52.242-9FM1)

## **CONTRACT ADMINISTRATION DATA**

### **G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

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

(DESC 52.232-9F45)

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

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

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

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

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

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

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

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

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

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

(DESC 52.232-9FF2)

## **PART II – CONTRACT CLAUSES**

### **11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007) (FAR 52.214-4) IBR**

### **11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2009)**

(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) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 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).

(5) [RESERVED]

(6) (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.

(7) (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.

(8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(9) (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.

(10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(11) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) ( 15 U.S.C. 637(d)(4)(F)(i)).

(12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (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.

(13) 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).

(14) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(17) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(18) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- (20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (21) 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).
- (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (23) 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).
- (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (25) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).  
 (ii) Alternate I (Aug 2007) of 52.222-50.
- (26) (i) 52.222-54, Employment Eligibility Verification (Jan 2009) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)  
 (ii) Alternate I (Aug 2007) of 52.222-50.
- (27) (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)).
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (29) 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.
- (30) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- (31) (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.
- (32) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (33) 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).
- (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (36) 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)).
- (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (38) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (39) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42) (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 (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 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).

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

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

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

(viii) 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.

(ix) 52.222-54, Employment Eligibility Verification (Jan 2009).

(x) 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.).

(xi) 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.).

(xii) 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 (SEP 2008)**

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

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

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

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

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

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (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).

[ X ] (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).

[ X ] (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[ X ] (ii) Alternate I (MAR 2000) of 252.247-7023.

[ ] (iii) Alternate II (MAR 2000) of 252.247-7023.

[ ] (iv) Alternate III (MAY 2002) of 252.247-7023.

[ ] (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pubic Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

**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 STATUES 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)	REGULATORY	PROVISION TITLE
<u>SOLICITATION</u> <u>PROVISION NUMBER</u>	<u>NUMBER</u>	<u>PROVISION TITLE</u>
<b>L125</b>	<b>FAR 52.211-14</b>	<b>NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)</b>
<b>L5.01-1</b>	<b>DLAD 52.233-9000</b>	<b>AGENCY PROTESTS (APR 2006) – DLAD</b>

(2)	REGULATORY	PROVISION TITLE
<u>CONTRACT</u> <u>CLAUSE NUMBER</u>	<u>NUMBER</u>	<u>PROVISION TITLE</u>

<b>E5</b>	<b>FAR 52.246-2</b>	<b>INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)</b>
<b>F18</b>	<b>FAR 52.247-34</b>	<b>F.O.B. DESTINATION (NOV 1991)</b>
<b>F105</b>	<b>FAR 52.211-16</b>	<b>VARIATION IN QUANTITY (APR 1984)</b> The permissible variation shall be limited to: 10% Percent increase 10% Percent decrease This increase or decrease shall apply to: CLINS 0001AA, 0001AB, 0001AC, 0001AD, 0001AE
<b>F108</b>	<b>FAR 52.211-17</b>	<b>DELIVERY OF EXCESS QUANTITIES (SEP 1989)</b>
<b>I1</b>	<b>FAR 52.202-1</b>	<b>DEFINITIONS (JUL 2004)</b>
<b>I1.07</b>	<b>FAR 52.204</b>	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION (APR 2008)</b>
<b>I25</b>	<b>FAR 52.227-1</b>	<b>AUTHORIZATION AND CONSENT (DEC 2007)</b>
<b>I84</b>	<b>FAR 52.216-21</b>	<b>REQUIREMENTS (OCT 1995)</b> <b>(f) 60 DAYS AFTER EXPIRATION OF ORDERING PERIOD</b>
<b>I114.05</b>	<b>FAR 52.245-1</b>	<b>GOVERNMENT PROPERTY (JUN 2007)</b>
<b>I198</b>	<b>DFARS 252.243-7001</b>	<b>PRICING OF CONTRACT MODIFICATIONS (DEC 1991)</b>
<b>I211</b>	<b>FAR 52.216-18</b>	<b>ORDERING (OCT 1995) 1 OCT 2009 through 30 SEP 2013</b>
<b>I287</b>	<b>FAR 52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)</b>
<b>I302</b>	<b>FAR 52.203-13</b>	<b>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)</b>
<b>I410</b>	<b>DFARS 252.232-7010</b>	<b>LEVIES ON CONTRACT PAYMENTS (DEC 2006)</b>

**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**

PURCHASE DESCRIPTION LIQUID CARBON DIOXIDE	ATTACHMENT 1
GUIDELINES FOR THE PREPERATION OF PRODUCT ANALYSIS REPORT	ATTACHMENT 2
CONTRACTOR PERFORMANCE DATA SHEET	ATTACHMENT 3

**PART IV – SOLICITATION PROVISIONS**

**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)

**L2.05 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2008)(FAR 52.212-1) IBR**  
**ADDENDUM TO L2.05 (FAR 52.212-1)**

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

(DESC 52.215-9FA8)

**L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC OCT 2008)**

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

(a) **PRICE PROPOSAL.**

(1) In the Schedule, Section B, Supplies or Services and Prices/Costs, offered prices shall be completed for each Contract Line Item Number (CLIN) unless the Schedule notes that multiple awards will be made. In that case, the offeror may select which CLINs or groups of CLINs, such as those applying to a specific customer location, against which to submit an offer;

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

(i) **Product with no Monthly Facility Fee (MFF).** The offeror shall include all fixed, variable and incremental costs to produce and prepare product for Government inspection and acceptance. Include all transportation and shipping costs to deliver the product to the specified customer location if the product CLIN is designation as f.o.b. destination. For this solicitation, the applicable CLINs are **0001**\_\_\_\_\_.

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

(iii) **Services CLIN(s), such as maintenance and repair of containers.** The offeror shall include all variable and fixed costs associated with the service, as described in the SOO, unless otherwise noted herein that those costs should be included in another CLIN: *[Buyer fill in the CLIN(s) or put N/A if not applicable]*\_\_\_\_\_. For this solicitation, the applicable Services CLINs are *[Buyer fill in the CLIN(s)]*\_\_\_\_\_.

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

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

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

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

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

(ix) **Additional CLIN(s) not described above to be priced by the offeror.** For this solicitation, the applicable CLINs are 0002.

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

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

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

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

(b) **TECHNICAL PROPOSAL.**

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

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

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

(B) Plant storage capacity for product offered.

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

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

---

---

---

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

---

---

---

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

---



---



---

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

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

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

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

---



---



---

(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 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC OCT 2008)**

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

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

acceptability are as follows and apply ONLY if the applicable box is checked:

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

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

(3) Acceptability of method for securing delivery container and/or cargo tank openings with indicating devices (i.e., seals) to prevent tampering and/or pilferage from the time the cargo tank is loaded until it is delivered to its destination.

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

(5) This paragraph describes additional criteria used to evaluate technical capability not described in the above paragraphs, if applicable. *[Buyer fill in information or indicate N/A.]*

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

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

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

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

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

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

(2) **For F.O.B. Destination product CLINs.** For price evaluation purposes, the evaluated price of each CLIN or subCLIN for product (0001AA through 0001AE) will be calculated by multiplying the estimated quantity by the proposed unit price of the product(s), which should include all costs associated with the offeror's delivery of product to the location specified in the Schedule. F.o.b. destination CLINs are normally individual DESC customer locations, unless otherwise specified.

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

(4) This paragraph describes the evaluation process for product or non-product CLINs/subCLINs or additional "other price related factors" not otherwise described in any of the above paragraphs, if applicable. *[Buyer fill in information or indicate N/A.]*

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

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

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

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

(f) If options are included, the Government will evaluate offered prices by using the same price evaluation procedures as described above, except, as follows: *[Buyer fill in or indicate N/A.]*

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

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

(h) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(DESC 52.212-9F70)

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

#### **K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2008/APR 2002/OCT 2000)**

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

**Service-disabled veteran-owned small business concern--**

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

**Veteran-owned small business concern means a small business concern--**

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
- (2) The management and daily business operations of which are controlled by one or more veterans.

**Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**Women-owned small business concern** means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. **[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]**

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

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

- is
- is not

a small business concern.

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

- is  
 is not

a veteran-owned small business concern.

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

- is  
 is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- is  
 is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

- is  
 is not

a woman-owned small business concern.

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

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

- is

a women owned business concern.

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

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

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

- is  
 is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be 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)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999) NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

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

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

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

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

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

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

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

(DFARS 252.212-7000, tailored)

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

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

(DESC 52.224-9F25)

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

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

NAME	TITLE	PHONE NUMBER	E-MAIL ADDRESS
------	-------	--------------	----------------

(DESC 52.215-9F28)



