

PART I – SF 1449 CONTINUED

IMPORTANT NOTICES TO OFFERORS:

1. The Government plans to award a 1-Year Firm Fixed-Price Requirements Type contract for Gaseous Xenon as specified in the schedule.
2. All offerors shall comply with the requirements listed in Clause L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY)(DESC NOV 2006) and all offers will be evaluated in accordance with Clause M2.14.100 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC JUN 2007).
3. All offerors are required to complete Fill-In items in Clause C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY)(DESC APR 2006), **Paragraph 4d(3)(a)(b)(c)(d) and Paragraph 5 c and d.**
4. The government will consider alternative proposals for meeting each location's requested product requirements. Submitted alternative proposals will be provided to the customer for review and consideration.
5. It is estimated by the government that there will be one delivery order issued under the resultant contract(s) per location for the stated period of performance.
6. Central Contractor Registration (CCR) is required and is available at www.ccr.gov/index.cfm or (888) 352-9333 #3.
7. For questions regarding Small Business or Small Disadvantage Business affairs, offerors are directed to Ms. Lula Manley of DESC Small Business Office at 1-800-526-2601 or 703,767-9521.
8. The address for overnight delivery of proposals resulting from this solicitation is as follows:
Department of Defense
Defense Energy Support Center
Attn: Diane Cook, Contract Specialist, DESC-MK,
Bldg 1621-K, 1014 Billy Mitchell Blvd.
San Antonio, Texas 78226

SOLICITATION FORMAT

CLAUSE NR	CLAUSE TITLE	PAGE NR
<u>SCHEDULE OF SUPPLIES/SERVICES</u>		
B1.09-2	SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)	5
<u>DESCRIPTION/SPECIFICATIONS</u>		
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	8
C900	STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC APR 2006)	8
<u>PACKAGING AND HANDLING</u>		
D10	PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)	10
D15	CONTRACTOR SEAL REQUIREMENT (AEROSPACE ENERGY) (DESC OCT 2006)	10
D20	PALLET REQUIREMENTS FOR DOMESTIC SHIPMENTS (AEROSPACE ENERGY) (DESC APR 2006)	10
<u>INSPECTION AND ACCEPTANCE</u>		
E1.15	CONTRACTOR INSPECTION RESPONSIBILITIES (AEROSPACE ENERGY) (DESC APR 2006)	10
E6	CERTIFICATE OF CONFORMANCE (DESC JAN 2004)	11
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	11
E33.07	MANUFACTURING AND FILLING POINTS (DESC MAR 2006)	12
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)	12

DELIVERIES AND PERFORMANCE

F1.36	DETERMINATION OF QUANTITY (PROPELLANTS, CRYOGENICS AND GASES) (AEROSPACE ENERGY) (DESC APR 2006)	13
F3.04	TRANSPORTATION OF HAZARDOUS MATERIALS (AEROSPACE ENERGY) (DESC APR 2006)	14
F3.10	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (F.O.B. DESTINATION) (AEROSPACE ENERGY) (DESC APR 2006)	14
F21	CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)	15

CONTRACT ADMINISTRATION DATA

G3.01	PAYMENT DUE DATE (DESC OCT 1988)	15
G152	SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY) (DESC MAY 2006)	15

PART II – CONTRACT CLAUSES

I1.03-1	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.214-4) (FEB 2007)	IBR
---------	---	-----

ADDENDUM TO I1.03-1 [FAR CLAUSE 52.212-4 CONTRACT TERMS AND CONDITONS – COMMERCIAL ITEMS (FEB 2007)]

I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)	16
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)	17
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	17
I190.06	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)	17
I209.09	EXTENSION PROVISIONS (DESC APR 2003)	18
I226.100	AVAILABILITY OF DEFENSE WORKING CAPITAL FUNDS (FAR 52.232-18) (SEP 2006)	18

PART II – CONTRACT CLAUSES - CONTINUED

I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FAR 52.212-5) (SEP 2006)	18
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DFARS 252.212-7001) (NOV 2006)	22

PART III – LIST OF CONTRACT DOCUMENTS EXHIBITS AND OTHER ATTACHMENTS

PURCHASE DESCRIPTION XENON TECHNICAL, DATED 25 AUG 03	Attachment 1
FORM H-14 TRANSPORT EQUIPMENT DELAY CERTIFICATE	Attachment 2

CONTRACTOR PAST PERFORMANCE DATA SHEET	Attachment 3
SUBCONTRACTING PLAN	Attachment 4

PART IV – SOLICITATION PROVISIONS

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

ADDENDUM TO L2.05 [FAR 52.212-1]–INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (SEP 2006)

L1.02	PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)	22
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	23
L2.11-4	E-MAIL PROPOSALS (DESC APR 2005)	23
L2.35	PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC NOV 2006)	24
L54.02	SITE VISIT (AEROSPACE ENERGY) (DESC APR 2006)	26

EVALUATION – COMMERCIAL ITEMS

M2.14.100	EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC JUN 2007)	26
-----------	---	----

OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTERNATES I/II) (FAR 52.212-3/I/II) (SEP 2006/APR 2002/OCT 2000)	27
----------	--	----

ADDENDUM TO K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTERNATES I/II) (FAR 52.212-3/I/II) (SEP 2006/APR 2002/OCT 2000)

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)	34
K1.01-12	SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)	35
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DFARS 252.212-7000, tailored) (JUN 2005)	35
K15	RELEASE OF UNIT PRICES (DESC MAR 2004)	35
K33.01	AUTHORIZED NEGOTIATORS (DESC APR 2007)	36
K45.04	FACSIMILE INVOICING (DESC JUL 1998)	36

PART 1 – SF 1449 CONTINUED

SCHEDULE OF SUPPLIES/SERVICES

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

(a) This is an indefinite quantity contract for the purchase of supplies (and/or services, if applicable) to be furnished during the contract term. The delivery points, methods of delivery, and estimated quantities are specified in the Schedule as contract line item numbers (CLINs). The quantities shown are best estimates of required Government quantities only. Unless otherwise specified, the total

quantity ordered and required to be delivered/loaded may be greater than or less than such quantities as allowed by the VARIATION IN QUANTITY clause.

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

- (1) [X] This is a REQUIREMENTS-TYPE contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract, as allowed by the REQUIREMENTS clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause.
- (2) [] This is an INDEFINITE DELIVERY/INDEFINITE QUANTITY contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the Contracting Officer during the contract period, at least the quantity of supplies or services designated in the Schedule as the “minimum”, as allowed by the INDEFINITE QUANTITY clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause
- (3) [X] 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) [X] 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) [X] 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, 0002 AND 0003.**
- (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) [X] Any offers received for less than the full quantity for each line item will be rejected by the Government.
- (11) [] A copy of the certified weight ticket shall accompany each shipment.
- (12) [X] A copy of the Certificate of Analysis shall accompany each shipment.
- (13) [X] 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)

THE SCHEDULE

ITEM	SUPPLIES/SERVICES	ESTIMATED QTY/UNIT	UNIT PRICE	TOTAL
0001	GASEOUS XENON (Xe) CYLINDER, 99.999% GRADE EW IAW PURCHASE DESCRIPTION, XENON, TECHNICAL, DATED 25 AUG 2003 NSN: 6830-04-478-6047 DELIVERED FOB DESTINATION TO EDWARDS AFB, CA			
0001AA	PERIOD OF PERFORMANCE 01 OCT 07 THRU 30 SEP 08	5,000 LI	\$ _____/LI	\$ _____
0001AB	SERVICES, MONTHLY LEASE OF CONTRACTOR OWNED CYLINDERS IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND OR SPECIFICATIONS (AEROSPACE ENERGY)(DESC APR 2006)	1 EA	\$ _____ PER CYLINDER PER MO (ESTIMATED MONTHS IS 12 MINUS “CYLINDER FREE TIME” AS FILLED IN BY THE OFFEROR PER PARAGRAPH 5.d OF C900.)	\$ _____

SHIP TO FOR CLIN 0001:
 AIR FORCE RESEARCH LABS
 BLDG 8595
 1 ARA ROAD
 EDWARDS AFB, CA 93524

0002 GASEOUS XENON (Xe)
 CYLINDER, 99.999%, GRADE EW
 IAW PURCHASE DESCRIPTION, XENON, TECHNICAL,
 DATED 25 AUG 2003
 NSN: 6830-04-478-6047
 DELIVERED FOB DESTINATION TO CANOGA PARK, CA

0002AA PERIOD OF PERFORMANCE 17,000 LI \$ _____/LI \$ _____
 01 OCT 07 THRU 30 SEP 08

0002AB SERVICES, 1 EA \$ _____ \$ _____
 MONTHLY LEASE OF PER CYLINDER PER MO
 CONTRACTOR OWNED CYLINDERS (ESTIMATED MONTHS IS 12
 IAW CLAUSE C900, STATEMENT OF MINUS "CYLINDER FREE TIME"
 OBJECTIVES/WORK AND OR SPECIFICATIONS AS FILLED IN BY THE OFFEROR
 (AEROSPACE ENERGY)(DESC APR 2006) PER PARAGRAPH 5.d OF C900.)

SHIP TO FOR CLIN 0002:
 PRATT WHITNEY ROCKETDYNE
 B / 001
 6633 CANOGA AVE
 CANOGA PARK, CA 91309-7922

0003 GASEOUS XENON (Xe)
 CYLINDER, 99.999%, GRADE EW
 IAW PURCHASE DESCRIPTION, XENON, TECHNICAL,
 DATED 25 AUG 2003
 NSN: 6830-04-478-6047
 DELIVERED FOB DESTINATION TO KENNEDY SPACE CENTER, FL

0003AA PERIOD OF PERFORMANCE 82,800 LI \$ _____/LI \$ _____
 01 OCT 07 THRU 30 SEP 08

0003AB SERVICES, 6 EA \$ _____ \$ _____
 MONTHLY LEASE OF PER CYLINDER PER MO
 CONTRACTOR OWNED CYLINDERS (ESTIMATED MONTHS IS 6
 IAW CLAUSE C900, STATEMENT OF MINUS "CYLINDER FREE TIME"
 OBJECTIVES/WORK AND OR SPECIFICATIONS AS FILLED IN BY THE OFFEROR
 (AEROSPACE ENERGY)(DESC APR 2006) PER PARAGRAPH 5.d OF C900.)

SHIP TO FOR CLIN 0003:
 SPACE GATEWAY SUPPORT
 FUEL STORAGE AREA (FSA) # 1
 ASTROTECH PPF
 KENNEDY SPACE CENTER, FL 32899

0004 DETENTION PER QUARTER PER ¼ HOUR \$ _____/PER ¼ HOUR
 HOUR, IAW CLAUSE
 F3.10 TRANSPORT TRUCK
 AND/OR TRUCK AND TRAILER
 FREE TIME AND DETENTION RATES
 (AEROSPACE ENERGY)(DESC APR 2006)
 PERIOD OF PERFORMANCE: 01 OCT 07 THRU 30 SEP 08

DESCRIPTION/SPECIFICATIONS

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

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

(DESC 52.246-9FT1)

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

PART I – REQUIREMENT

1) DESCRIPTION OF REQUIREMENT – The Defense Energy Support Center (DESC), Defense Logistics Agency, as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for Aerospace Energy products and services, requires production and delivery on an FOB Destination basis of Xenon, Gaseous, Grade EW, in Contractor-furnished cylinder(s), IAW Purchase Description, Xenon, Technical, dated 25 Aug 2003. Contractor shall provide all production, raw materials, supplies, management, tools, equipment and labor necessary for the manufacture and delivery on a FOB Destination basis of Xenon. The intended use is for component testing and in ion propulsion systems. The period of performance is 01 Oct 2007 through 30 Sep 2008.

2) SPECIFICATION REQUIREMENTS – Gaseous Xenon provided shall conform to DESC purchase description, titled Purchase Description, Xenon, Technical, dated 25 Aug 2003, Grade EW – Gaseous, 99.999%.

a) Sampling Plan. Cylinders filled on the same manifold at the same time shall constitute a lot. The number of cylinders selected for sampling from each lot shall be in accordance with the below Table. The first and last cylinders filled within a given lot shall be sampled. Other cylinders may be selected at random.

Number of cylinders in lot	Number of cylinders to be sampled
1	1
2 – 5	2
6 – 10	3
For every group of 1-5 cylinders over 10	+ 1 more cylinder

b) In addition to the reports required elsewhere within this contract, one copy of a certificate of analysis for each sample required by the specification shall be sent to DESC-BP/BQ within three days after the analysis of that sample. The analysis report shall be faxed to the attention of DESC-BP/BQ at (210) 925-8048, emailed to tech.prop@dla.mil, or mailed to the following address:

ATTN: DESC-BP/BQ
BUILDING 1621-K
2261 HUGHES AVENUE, SUITE 128
LACKLAND AFB TX 78236-9828

3) CONVERSION – Quantity determinations by weight shall use a conversion of one pound of Gaseous Xenon = 82.883 standard liters of Gaseous Xenon (at 70⁰F and 1 atm).

4) LOCATIONS:

<i>SHIP TO:</i>	AIR FORCE RESEARCH LAB / PRSS	<i>PoC:</i>	JAMES HAAS
<i>BLDG / SITE:</i>	BLDG 8595	<i>PHONE</i>	661-275-5502
<i>ADDRESS:</i>	1 ARA ROAD	<i>FAX:</i>	661-275-5203
<i>CITY:</i>	EDWARDS AFB		
<i>ST / ZIP:</i>	CA 93524		

a) Special instructions for this location – Edwards AFB CA

- (1) Each contractor-owned cylinder supplied should be approximately 36 inches high by 6 – 8 inches in diameter.
- (2) Maximum allowable pressure per cylinder provided must not exceed 3,000 psig.
- (3) Cylinders shall be palletized and secured for shipment, delivery and safety.

<i>SHIP TO:</i>	PRATT WHITNEY ROCKETDYNE	<i>PoC:</i>	VINCE D'ANTONIO
<i>BLDG / SITE:</i>	B / 001	<i>PHONE</i>	818-586-5123
<i>ADDRESS:</i>	6633 CANOGA AVE	<i>FAX:</i>	818-586-1771
<i>CITY:</i>	CANOGA PARK		
<i>ST / ZIP:</i>	CA 91309-7922		

b) Special instructions for this location – Canoga Park CA

- (1) Each contractor-owned cylinder supplied to this location should be filled as close to 17,000 LI as possible.
- (2) Allowable pressure of 1,500 – 1,600 psig @ 70°F, per cylinder.
- (3) Cylinders shall be palletized and secured for shipment, delivery and safety.

<i>SHIP TO:</i>	SPACE GATEWAY SUPPORT	<i>PoC:</i>	See Paragraph c) (7)
<i>BLDG / SITE:</i>	FUEL STORAGE AREA (FSA) #1	<i>PHONE</i>	See Paragraph c) (7)
<i>ADDRESS:</i>	ASTROTECH PPF	<i>FAX:</i>	See Paragraph c) (7)
<i>CITY:</i>	KENNEDY SPACE CENTER		
<i>ST / ZIP:</i>	FL 32899		

c) Special instructions for this location – Kennedy Space Center FL

- (1) Each order requires 82,880 liters, packaged in no more than 6 contractor-owned cylinders.
- (2) Allowable pressure of 1,500 – 1,600 psig @ 70°F for the first 5 cylinders and a minimum pressure of 875 psig @ 70°F for the 6th cylinder.
- (3) Provide a common manifold for cylinders with one delivery or extraction point.
- (4) Manifold will be purged and ready to use upon delivery.
- (5) Secure cylinders to cart or rack for shipment, delivery and safety.
- (6) Delivery personnel must be U.S. citizens and may be required to pass a background check, effective 01 Oct 2007.
- (7) Additional details required for final drop off point at Kennedy Space Center shall be supplied at time of order.

d) Additional instructions common to shipments to each of the listed locations -

- (1) All orders for Xenon shall be delivered NLT 30 calendar days from notification by the Government.
- (2) Each cylinder serial number shall be recorded on all shipping documents, inspection reports and certificates of analysis.
- (3) Contractor shall also be responsible for transportation expense associated with delivery of Xenon cylinders to each location and return to contractor's facility. Contractor to provide the following information to allow notification by the Government of cylinder(s) availability for return.
 - (a) Point of Contact Name: _____
 - (b) Duty Phone: _____
 - (c) Fax: _____
 - (d) E-mail: _____

5) CYLINDER LEASE – The Government shall pay the contractor a monthly lease per contractor-owned cylinder supplied.

- a) Invoices shall identify each cylinder by serial number, plus:
 - (1) Date Delivered,
 - (2) Date Notified for Return,
 - (3) Date Returned,
 - (4) Less Cylinder Free Time,
 - (5) Monthly Charge for Full Month or Prorated Monthly Charge for a Partial Month.
- b) Total lease expense per cylinder will not exceed replacement value of the cylinder. Lease payments per cylinder shall cease when the total value of the lease reaches the stated replacement value of the cylinder.
- c) Contractor to supply replacement value of a cylinder: _____.
- d) Cylinder Free Time: Amount of time contractor will allow the Government to have possession of a cylinder without monthly lease charges: _____
- e) Cylinder lease begins on the day after the expiration of the cylinder free time. If free time is "0", the cylinder lease begins on the day the cylinder is delivered to the customer. Cylinder lease stops on the day the Government notifies the contractor to pick up the cylinder.
- f) The Government requires a prorated monthly lease rate for partial months that the cylinder is in the Government's possession.
 - (1) Cylinders subject to full month lease assessment –
 - (a) Cylinders delivered after the 15th of the month.
 - (b) Cylinders identified for pick up and Government notification to the contractor after the 15th of the month.
 - (2) Cylinders subject to half month lease assessment –
 - (a) Cylinders delivered on the 1st through the 15th day of the month.
 - (b) Cylinders identified for pick up and Government notification to the contractor on the 1st through the 15th day of the month.

(DESC 52.246-9F28)

PACKAGING AND HANDLING**D10 PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)**

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

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

Goods by Air.

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

- (6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).
- (7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).
- (8) ASME MH 1.8, Wood Pallets.

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

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

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

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

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

(DESC 52.211-9FN1)

D20 PALLET REQUIREMENTS FOR DOMESTIC SHIPMENTS (AEROSPACE ENERGY) (DESC APR 2006)

Pallets shall be constructed in accordance with one of the following guidelines: MIL-HDBK 774, Department of Defense Handbook, "Palletized Unit Loads"; or ASME/ANSI MH 1.8H or Contractor's equivalent.

(DESC 52.246-9FPM)

INSPECTION AND ACCEPTANCE**E1.15 CONTRACTOR INSPECTION RESPONSIBILITIES (AEROSPACE ENERGY) (DESC APR 2006)****(a) QUALITY CONTROL PLAN.**

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

(2) The QCP shall include--

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

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

(DESC 52.246-9FE2)

E6 CERTIFICATE OF CONFORMANCE (DESC JAN 2004)

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

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

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

(d) The certificate shall read as follows:

[insert "I certify that on _____ [insert date], the _____ 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 _____

(DESC 52.246-9F35)

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

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

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILLING POINT</u>
GASEOUS XENON (Xe) CYLINDER, GRADE EW IAW PURCHASE DESCRIPTION, XENON, TECHNICAL, DATED 25 AUG 2003 NSN: 6830-04-478-6047 DELIVERED FOB DESTINATION TO EDWARDS AFB, CA	_____ _____ _____ _____ _____ _____
GASEOUS XENON (Xe) CYLINDER, GRADE EW IAW PURCHASE DESCRIPTION, XENON, TECHNICAL, DATED 25 AUG 2003 NSN: 6830-04-478-6047 DELIVERED FOB DESTINATION TO CANOGA PARK, CA	_____ _____ _____ _____ _____ _____
GASEOUS XENON (Xe) CYLINDER, GRADE EW IAW PURCHASE DESCRIPTION, XENON, TECHNICAL, DATED 25 AUG 2003 NSN: 6830-04-478-6047 DELIVERED FOB DESTINATION TO KENNEDY SPACE CENTER, FL	_____ _____ _____ _____ _____ _____

(DESC 52.246-9F50)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

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

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

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

next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (703) 767-8420; (DSN) 427-8420.

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

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

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

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

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

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

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

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

(DESC 52.246-9FQ5)

DELIVERIES OR PERFORMANCE

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

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

(1) DELIVERIES INTO OR BY PIPELINE.

(i) F.O.B. ORIGIN.

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

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

(ii) F.O.B. DESTINATION.

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

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

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

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

(2) DELIVERIES BY OTHER THAN PIPELINE.

(i) F.O.B. ORIGIN.

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

- (a) Calibrated flow meter.
- (b) Weight using calibrated scales.

- (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).
- (B) The **Government** retains the right to have a representative witness quantity measurements performed by the

Contractor.

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

- (A) At the Government's option, quantity determinations will be made at the receiving activity on the basis of—
 - (a) Calibrated flow meter.
 - (b) Weight using calibrated scales.
 - (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).
- (B) The **Contractor** has the right to have a representative witness quantity measurements performed by the

Government.

- (C) If the Government does not opt to perform quantity determinations at the destination (see Schedule), the Contractor shall determine quantity on the basis of--
 - (a) Calibrated flow meter.
 - (b) Weight using calibrated scales.
 - (c) Pressure Temperature Fill Charts/Calculations (for gaseous cylinders and tube trailers).
- (D) The **Government** retains the right to have a representative witness quantity measurements performed by the

Contractor.

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

(DESC 52.211-9FB6)

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 APR 2006)

(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)
 BUILDING 1621-K
 2261 HUGHES STREET, SUITE 128
 LACKLAND AFB, TX 78236-9828

(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 MAY 2006)

(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)
BUILDING 1621-K
2261 HUGHES AVENUE, SUITE 128
LACKLAND AFB, TX 78236-9828

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

II.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2007) IBR

ADDENDUM TO I1.03-1 [FAR CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007)]

II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

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

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)
SOLICITATION

PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (APR 2006) – DLAD
L 74	FAR 52.216-1	TYPE OF CONTRACT (APR 1984) <u>Firm Fixed-Price Requirements-Type Contract</u>

(2)
CONTRACT

CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F18	FAR 52.247-34	F.O.B. DESTINATION (NOV 1991)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (b) 5% Percent increase 5% Percent decrease This increase or decrease shall apply to Product <u>CLINs 0001, 0002, 0003</u>
F108	FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
I1.07	FAR 52.204-7/ DFARS 252.204-7004	CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I14.04	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
I28.26	DFARS 252.225-7013	DUTY-FREE ENTRY (OCT 2006)

I84	FAR 52.216-21	REQUIREMENTS (OCT 1995) (f) 60 days after expiration of the ordering period.
I171.07	FAR 52.219-16)	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
I198	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
I211	FAR 52-216-18	ORDERING (OCT 1995) (b) <u>From: Date of Award To: 30 Sep 2008.</u>
I287	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

(DESC 52.252-9F08)

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

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

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

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

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

(DESC 52.249-9F20)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

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)

I226.100 AVAILABILITY OF DEFENSE WORKING CAPITAL FUNDS (SEP 2006)

This contract and any resultant orders issued under it will be funded by the Defense Working Capital Fund (DWCF). This fund allows DESC to enter into contracts at any time and is not subject to fiscal year funding restrictions. However, due to budget controls, DESC presently does not have the authority to commit or otherwise obligate funds in the DWCF. DESC will obtain this authority at the beginning of the fiscal year. DESC's obligation under this contract is contingent upon DESC's availability of DWCF funds from which payment for contract purposes can be made. No legal liability on the part of DESC for any payment may arise until DWCF funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-18)

PART II – CONTRACT CLAUSES - CONTINUED**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (SEP 2006)**

(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 (Jul 1995), with Alternate I (Sep 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

(4) [RESERVED]

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

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

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

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

- [X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- [X] (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006) (15 U.S.C. 637 (d)(4)).
 - [] (ii) Alternate I (Oct 2001) of 52.219-9.
 - [X] (iii) Alternate II (Oct 2001) of 52.219-9.
- [] (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- [] (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - [] (ii) Alternate I (Jun 2003) of 52.219-23.
- [] (11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [X] (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- [X] (15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- [X] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- [X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- [X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (20) 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).
- [X] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- [] (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [] (23) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [] (24) (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.
- [] (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (26) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (29) 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)).
- (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (35) (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, as Amended (Jul 2005) (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) (May 1989) (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.*).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

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

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

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006)

(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.

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

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

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

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

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

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (NOV 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (OCT 2006) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- Alternate I (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- 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.
- 252.227-7015 Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
 - Alternate I (MAR 2000);
 - Alternate II (MAR 2000);
 - Alternate III (MAY 2002)
- 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:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pubic Law 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

PART III – LIST OF CONTRACT DOCUMENTS EXHIBITS AND OTHER ATTACHMENTS

PURCHASE DESCRIPTION XENON TECHNICAL, DATED 25 AUG 03	Attachment 1
FORM H-14 TRANSPORT EQUIPMENT DELAY CERTIFICATE	Attachment 2
CONTRACTOR PAST PERFORMANCE DATA SHEET	Attachment 3
SUBCONTRACTING PLAN	Attachment 4

PART IV – SOLICITATION PROVISIONS

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

ADDENDUM TO L2.05 [FAR 52.212-1]–INSTRUCTIONS TO OFFERORS–COMMERCIAL ITEMS (SEP 2006)

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

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

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

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

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

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

(DESC 52.215-9FB1)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (210) 925-9758.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

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: diane.cook@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 NOV 2006)

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

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

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

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

(b) **TECHNICAL PROPOSAL.**

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

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

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

(B) Plant storage capacity for product offered. _____

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

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

(ii) Description of Contractor-furnished equipment at a location other than the Contractor’s facility (e.g., on Government property).
(A) Describe all Contractor provided equipment to include a description of size, certifications, instrumentation (including alarms), design parameters, etc.

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

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

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

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

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

(2) **NONCOST FACTOR 2: PAST PERFORMANCE.** The offeror shall submit information regarding its past performance on the form entitled CONTRACTOR PERFORMANCE DATA REPORT, as attached to the solicitation. All contracts and subcontracts (completed or in progress) for the last three years awarded by DESC as well as other (completed or in progress) Government agencies or the private sector that are related to the proposed contract shall be included on the form. Failure to submit a complete list may

reflect adversely on the offeror. The number of relevant past performance efforts submitted in accordance with the attachment shall not exceed five for the prime offeror. The Government reserves the right to make telephone contact with offerors, proposed subcontractors and references in order to confirm and/or clarify the past performance information submitted. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the offeror's past performance. In addition, the offeror should provide additional information on any significant problems encountered and corrective actions taken under contract(s) which would otherwise cause an unacceptable rating in this factor.

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

(DESC 52.215-9F98)

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

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

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

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

(DESC 52.237-9F06)

EVALUATION – COMMERCIAL ITEMS

M2.14.100 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC JUN 2007)

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

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

(1) Acceptability of the narrative describing how the offeror will ensure a reliable supply of product/services to meet stated requirements;

(2) Acceptability of the narrative describing any Contractor-furnished equipment required to be located outside the Contractor's facility (e.g., on Government property).

(3) Acceptability of offerors narrative describing tamper indicating devices (TIDs) that will be used to seal delivery container access ports/openings.

(4) Acceptability of the offeror's supply commitments and sources when the offeror is not the manufacturer of the product to be delivered.

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

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

(1) For evaluation purposes, the total evaluated price of each CLIN will be the sum of evaluated prices for each CLINs' two SubCLINs. The evaluated price for the product SubCLIN will be calculated by multiplying the Estimated Quantity of liters for the product SubCLIN by each offeror's proposed unit price per liter. The evaluated price for the services SubCLIN, specifically, the monthly lease of contractor-owned cylinders, will be calculated by multiplying the Estimated Quantity of cylinders to be leased by the offeror's proposed unit price multiplied by the estimated number of months the cylinders will be leased.

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

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

(e) If options are included, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(DESC 52.212-9F70)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(SEP 2006/APR 2002/OCT 2000)**

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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

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

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

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

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

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

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

(4) **TYPE OF ORGANIZATION.**

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

(5) **COMMON PARENT.**

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

TIN _____

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

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

- is
- is not

a small business concern.

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

- is
- is not

a veteran-owned small business concern.

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

- is
 is not

a service-disabled veteran-owned small business concern.

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

- is
 is not

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

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

- is
 is not

a woman-owned small business concern.

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

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

- is

a women owned business concern.

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

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

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

- is
 is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

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

(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.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (NOV 2006), 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 (OCT 2006) 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 DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (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 or
[] have not,

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

[] are or
[] are not

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

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

(1) List End Product.

(Insert end product) (Insert country of origin)

(Insert end product) (Insert country of origin)

(Insert end product) (Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

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

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

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

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

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

(2) Outside the United States.

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

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

(FAR 52.212-3/I/II)

ADDENDUM TO K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTERNATES I/II) (FAR 52.212-3/I/II) (SEP 2006/APR 2002/OCT 2000)

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

all

not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

all

not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

**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)

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

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
-------------	--------------	---------------------	-----------------------

(DESC 52.215-9F28)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

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

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

YES NO

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

(d) RETURN OF INVOICES BY THE PAYING OFFICE.

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

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

(DESC 52.232-9F10)

PURCHASE DESCRIPTION
XENON, TECHNICAL

1. SCOPE. This purchase description covers three grades of xenon.

1.1 Classification. Xenon will be of the following grades:

Grade D5 – 99.995 percent – Research

Grade E – 99.999 percent – Extra high purity

Grade EW – 99.999 percent – Extra high purity - additional control on carbon dioxide, carbon monoxide, carbon tetrafluoride, hydrogen, nitrogen, hydrocarbons, and water

2. SALIENT CHARACTERISTICS. Xenon shall conform to the requirements of table I for the applicable grade.

3. QUALITY ASSURANCE PROVISIONS.

3.1 Product Conformance. The product provided shall meet the salient characteristics of this purchase description, conform to the producer's own drawings, specifications, standards, and quality assurance practices and be the same product offered for sale in the commercial market. The Government reserves the right to require proof of such conformance.

3.2 Quality Assurance. Quality assurance requirements shall be the same as those described in Compressed Gas Association (CGA) Specifications such as G-4.3, G-10.1 and G-11.1. Though these are not for xenon they include methods that can be used for all the contaminants in table I.

4. NOTES.

4.1 Part Identification Number (PIN). The following part identification numbering procedure is for government purposes and does not constitute a requirement for the contractor.

This example describes a part numbering system.

XE – XX – C

Example of PIN: XE-EW-C

"B" for bulk; "C" for cylinder.

Grade of xenon

Beneficial comments, recommendations, additions, deletions, clarifications, etc, and any data which may improve this document should be sent to

DESC-BP
Building 1621-K
2261 Hughes Ave, Suite 128
Lackland AFB TX 78236-9828

TABLE I: Chemical and Physical Properties

Properties	Limits		
	D5	E	EW
Purity Min % (mol/mole)	99.995	99.999	99.999
Impurities, ppm by volume, max			
Argon	-	1	1
Carbon Dioxide	-	1	0.5
Carbon Monoxide	-	-	0.5
Carbon tetrafluoride (R14)	-	0.5	0.1
Hydrogen	5	2	2
Krypton	50	5	5
Nitrogen	10	2	1
Oxygen	5	1	0.1
Total Hydrocarbon Content (as methane)	10	0.5	0.1
Water	1	1	0.1

ATTACHMENT 2

TRANSPORT EQUIPMENT DELAY CERTIFICATE					
1. CONSIGNOR	2. CONSIGNEE		3. PRODUCT		
4. CARRIER	5. TRAILER NUMBER		6. DATE SHIPPED		
7. FREIGHT BILL NUMBER	8. GBL NUMBER		9. SEAL NUMBER		
10. LOADING/UNLOADING INFORMATION					
	DATE RECEIVED	TIME		DATE RECEIVED	TIME
A. ARRIVED			D. FINISH		
B. ACCEPTED FOR LOADING/UNLOADING			E. UNIT RELEASED		
C. START			F. TOTAL HOUR HELD		
11. REASON FOR DELAY <i>(Make a complete statement adequately describing each segment of delay, amount of time on each delay, and whether delay was the responsibility of carrier or consignee/consignor.)</i>					
12. DETENTION CERTIFICATION STATEMENT: I certify that the above information is true and correct to the best of my knowledge.					
SIGNATURE AND TITLE OF CONSIGNEE		SIGNATURE AND TITLE OF SHIPPER		SIGNATURE OF DRIVER	
13. NOTE TO CARRIER: A copy of "TRANSPORT EQUIPMENT DELAY CERTIFICATE" must accompany each detention invoice to provide documentation for invoice certification and payment.					

SMALL BUSINESS SUBCONTRACTING PLAN			
Offeror name and address:	Date:		
	Type of plan (check one): If Individual, supply solicitation number; if Commercial, supply effective period.		
	<input type="checkbox"/> Individual	_____	
	<input type="checkbox"/> Commercial	Solicitation number _____	Effective begin date _____ Effective end date _____
The following, along with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, Public Law 99-661, and paragraph (d) of FAR Clause 52.219-9, Small Business Subcontracting Plan.			
TERMS AND DEFINITIONS			
The following terms and acronyms are used throughout this form:			
<ul style="list-style-type: none"> • Commercial Plan – a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the company or a portion thereof (e.g. division, plant, or production line). • Individual Plan – a subcontracting plan that covers the entire contract period. • SB – Small Business concern • VOSB – Veteran Owned Small Business concern • SD-VOSB – Service-Disabled Veteran Owned Small Business concern • HUBZone – Historically Underutilized Business Zone • SDB – Small Disadvantaged Business concern • WOSB – Women-Owned Small Business concern • Direct and Indirect Cost – Overhead activities may be used to supplement direct charge activities. Contractors are encouraged to use indirect costs to meet goals when direct costs subcontracting opportunities are restrictive toward meeting established goals. 			
PART 1 – SUBCONTRACTING GOALS			
A. Total dollars planned to be subcontracted: \$ _____ Dollars Percentage			
B(1). Dollars and percentages planned to be subcontracted to large business concerns.	LB	\$	%
	SB	\$	%
B(2). Dollars and percentages planned to be subcontracted to SB concerns. Percentages should be expressed as a percentage of the total dollars planned to be subcontracted. The offeror shall include all subcontracts that contribute to contract performance.	VOSB	\$	%
	SD-VOSB	\$	%
	HUBZone	\$	%
	SDB	\$	%
	WOSB	\$	%
C. Description of principal types of supplies and services to be subcontracted to each of the SB concerns:			
SB			
VOSB			
SD-VOSB			
HUBZone			
SDB			
WOSB			

SMALL BUSINESS SUBCONTRACTING PLAN													
<p>D. Describe method used to develop these goals (e.g. based on procurement history, available resources, etc.):</p> 													
<p>E. Were indirect costs included in establishing these goals? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>													
<p>If yes, describe the method used to determine proportionate share of indirect costs to be incurred with each of the SB concerns:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">SB</td><td></td></tr> <tr><td>VOSB</td><td></td></tr> <tr><td>SD-VOSB</td><td></td></tr> <tr><td>HUBZone</td><td></td></tr> <tr><td>SDB</td><td></td></tr> <tr><td>WOSB</td><td></td></tr> </table>	SB		VOSB		SD-VOSB		HUBZone		SDB		WOSB	
SB													
VOSB													
SD-VOSB													
HUBZone													
SDB													
WOSB													
PART 2 – SUBCONTRACTING PROCEDURES													
<p>A. Individual who will administer the offeror's subcontracting program</p> <p>(Reference FAR Part 52.219-9, Small Business Subcontracting Plan, (Para 9-11) for specific duties as they relate to the firm's subcontracting program and include additional duties the company has designated).</p>													
Name:													
Title:													
E-Mail	Phone:												
<p>Description of Duties:</p> 													
<p>B. Indicate methods used to identify potential sources for solicitation purposes:</p> <p><input type="checkbox"/> Existing company source lists</p> <p><input type="checkbox"/> Central Contractor Registration (CCR) Dynamic Small Business Search</p> <p><input type="checkbox"/> National Minority Purchasing Council Vendor Information Service</p> <p><input type="checkbox"/> Trade Associations</p> <p><input type="checkbox"/> Federal government development centers such as DoD's Procurement Technical Assistance Center (PTAC), SBA's Small Business Development Center (SBDC) and Department of Commerce's Minority Business Development Center (MBDC)</p> <p><input type="checkbox"/> Other: _____</p>													

SMALL BUSINESS SUBCONTRACTING PLAN

C. Describe methods used to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are provided an equitable opportunity to compete for subcontracts.

PART 3 – SUBCONTRACTING PLAN MANAGEMENT

The offeror certifies, by signature on this plan, that the following procedures regarding management of this subcontracting plan will be enacted and maintained. The contractor agrees to provide the following:

- (1) Assistance to SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- (2) Adequate and timely consideration of the potentialities of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all "make or buy" decisions.
- (3) Counseling and discussion of subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
- (4) Emphasis on and notice to subcontractors of the penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's Subcontracting Plan.
- (5) Assurance that the clause entitled "Utilization of Small Business Concerns" (latest revision), contained in the referenced solicitation, will be included in all subcontracts that offer subcontracting opportunities and that all large business subcontractors receiving a subcontract in excess of \$500,000 to adopt a subcontracting plan that complies with the requirements of this clause.
- (6) Preparation and submission of periodic subcontracting reports required (\$1,000,000 for construction of any public facility) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9.
- (7) Assurances that the offeror will—
 - (a) Cooperate in any studies or surveys as may be required.
 - (b) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan.
 - (c) Submit the Standard Form (SF) 294, Subcontracting Report for Individual Contracts and (SF) 295, Summary Subcontract Report, in accordance with the paragraph (j) of FAR Clause 52.219-9.
 - (d) Ensure that its subcontractors agree to submit the SF 294 and SF 295.
- (8) Establishment and maintenance of records of solicitations and subcontract activity that include the procedures that have been adopted to comply with the requirements and goals in the plan; and a description of the efforts to locate SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns for subcontract awards; and at least the following records/information on a plant-wide or company-wide basis.
 - (a) Source lists (e.g., PRO-Net), guides, and other data that identify SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
 - (b) Organizations contacted in an attempt to locate sources that are SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
 - (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (1) Whether SB concerns were solicited, and if not, why not;
 - (2) Whether VOSB concerns were solicited, and if not, why not;
 - (3) Whether SD-VOSB concerns were solicited, and if not why not;
 - (4) Whether HUBZone concerns were solicited, and if not, why not;
 - (5) Whether SDB concerns were solicited, and if not, why not;
 - (6) Whether WOSB concerns were solicited, and if not, why not; and
 - (7) If applicable, the reason award was not made to a SB concern.

SMALL BUSINESS SUBCONTRACTING PLAN		
<p>(d) Records of outreach efforts to contact— (1) Trade associations; (2) Business development organizations; and (3) Conferences and trade fairs to locate SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB sources.</p> <p>(e) Records of internal guidance and encouragement provided to buyers through— (1) Workshops, seminars, training, etc., and (2) Monitoring performance to evaluate compliance with the program's requirements.</p> <p>(f) On a contract-by-contract basis, supporting information for award data submitted by the contractor to the Government, including the name, address, and business size of each subcontractor.</p>		
PART 4 – AGREEMENT AND APPROVAL SIGNATURES		
A. Offeror's agreement		
Offeror's signature	Typed name and title	Date
B. Reviewed By:		
Contract Specialist's signature	Typed name and title	Date
C. Contracting Officer's determination of acceptance		
Contracting Officer's signature	Typed name and title	Date
D. Division Chief's approval		
<p>Is SDB goal less than 5%? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, a Division Chief's signature, one level above Contracting Officer is required:</p>		
Deputy's/Director's signature	Typed name and title	Date
E. Small Business Office <input type="checkbox"/> Concur <input type="checkbox"/> Non-concur		
Small Business Specialist's signature	Typed name and title	Date
Small Business Special's Rationale:		
F. Contracting Officer's approval		
Contracting Officer's signature	Typed name and title	Date