SECTION B- SUPPLIES OR SERVICES

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

This is an indefinite delivery (ID) requirements contract with fixed price delivery orders for the purchase of liquid and gaseous helium. The delivery locations and estimated quantities are specified in the schedule as Contract Line Item Numbers (CLINs). The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver the items identified in the schedule of supplies located in Section B.2 and in accordance with the Statements of Work specified by location in Attachment 001.

DELIVERY LOCATIONS:
Ames Research Center (ARC), Moffett Field, CA
Armstrong Flight Research Center (AFRC), Palmdale, CA
Columbia Scientific Balloon Facility (CSBF), Ft. Sumner, NM
Columbia Scientific Balloon Facility (CSBF), Palestine, TX
Columbia Scientific Balloon Facility (CSBF), Port Hueneme, CA
Glenn Research Center at Lewis Field (GRC), Cleveland, OH
Glenn Research Center Plum Brook Station (GRC-PS), Sandusky, OH
Goddard Space Flight Center (GSFC), Greenbelt, MD
Jet Propulsion Laboratory (JPL), Pasadena, CA
Johnson Space Center (JSC), Houston, TX
Kennedy Space Center (KSC), KSC, FL
Langley Research Center (LaRC), Hampton, VA
Marshall Space Flight Center (MSFC), MSFC, AL
Michoud Assembly Facility (MAF), New Orleans, LA
Stennis Space Center (SSC), SSC, MS
Wallops Flight Facility (WFF), Wallops Island, VA
White Sands Test Facility (WSTF), Las Cruces, NM

B.2 SCHEDULE OF SUPPLIES
Schedule of supplies are provided on the following pages.

BULK, DEWAR, and CYLINDER HELIUM REQUIREMENTS

<table>
<thead>
<tr>
<th>CLIN</th>
<th>LOCATION</th>
<th>CONTAINER</th>
<th>UNIT</th>
<th>BEST ESTIMATED QUANTITY</th>
<th>SPEC. GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>YEAR 1</td>
<td>YEAR 2</td>
</tr>
<tr>
<td>001</td>
<td>ARC</td>
<td>Dewar</td>
<td>Liter</td>
<td>1,800</td>
<td>1,800</td>
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<td>AFRC</td>
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<td>31,000</td>
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<tr>
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<td>CSBF TX</td>
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<td>Scf</td>
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<td>1,200,000</td>
</tr>
<tr>
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<td>Dewars</td>
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<td>35,000</td>
</tr>
<tr>
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<td>Scf</td>
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<td>CLIN</td>
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<td>CONTAINER</td>
<td>UNIT</td>
<td>BEST ESTIMATED QUANTITY</td>
<td>SPEC. GRADE</td>
</tr>
<tr>
<td>------</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>YEAR 1</td>
<td>YEAR 2</td>
</tr>
<tr>
<td>006</td>
<td>CSBF NM</td>
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<tr>
<td>007</td>
<td>CSBF- CA</td>
<td>International Organization for Standardization (ISO) Container</td>
<td>Scf</td>
<td>640,000</td>
<td>800,000</td>
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<tr>
<td>008</td>
<td>GRC</td>
<td>Trailers</td>
<td>Scf</td>
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<td>500,000</td>
</tr>
<tr>
<td>009</td>
<td>GRC PS</td>
<td>Trailers</td>
<td>Scf</td>
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<tr>
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<td>GSFC</td>
<td>Dewar (60 Liter)</td>
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<tr>
<td>011</td>
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<tr>
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<td>GSFC</td>
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<tr>
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<td>GSFC</td>
<td>Dewar (500 Liter)</td>
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<td>10,000</td>
<td>10,000</td>
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<td>GSFC</td>
<td>Cylinder (212 Scf)</td>
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<td>105,000</td>
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<tr>
<td>016</td>
<td>WFF</td>
<td>Cylinder (213 Scf)</td>
<td>Scf</td>
<td>13,100</td>
<td>13,100</td>
</tr>
<tr>
<td>017</td>
<td>JPL</td>
<td>Trailer</td>
<td>Scf</td>
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<td>20,000</td>
</tr>
<tr>
<td>019</td>
<td>JSC</td>
<td>Trailer</td>
<td>Scf</td>
<td>150,000</td>
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<tr>
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<td>JSC</td>
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<td>JSC</td>
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<td>JSC</td>
<td>Cylinder (213 Scf)</td>
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<td>58,000</td>
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<tr>
<td>023</td>
<td>KSC</td>
<td>Dewar</td>
<td>Liter</td>
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<td>1,500</td>
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<tr>
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<td>KSC</td>
<td>Tanker</td>
<td>Liter</td>
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<tr>
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<td>KSC</td>
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<td>Liter</td>
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<td>026</td>
<td>LaRC</td>
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<td>1,100</td>
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<td>MAF</td>
<td>Trailer</td>
<td>Scf</td>
<td>1,200,000</td>
<td>1,500,000</td>
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### B.3 PRODUCT UNIT PRICING

The price of each CLIN shall be added to this section upon contract award.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Location</th>
<th>Container</th>
<th>Unit</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Option 1 Year 3</th>
<th>Option 2 Year 4</th>
<th>Option 3 Year 5</th>
</tr>
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<tbody>
<tr>
<td>001</td>
<td>ARC, Moffett Field, CA</td>
<td>Dewar</td>
<td>Liter</td>
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<tr>
<td>002</td>
<td>AFRC, Palmdale CA</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>CSBF, Palestine, TX</td>
<td>Trailer</td>
<td>Scf</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>CSBF, Palestine, TX</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>005</td>
<td>CSBF, Ft. Sumner, NM</td>
<td>Trailer</td>
<td>Scf</td>
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<tr>
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<td>CSBF, Ft. Sumner, NM</td>
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<td>Liter</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td>CSBF, Port Hueneme, CA</td>
<td>ISO Container</td>
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<td>Trailer</td>
<td>Scf</td>
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<tr>
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<td>GRC-PS, Sandusky, OH</td>
<td>Trailer</td>
<td>Scf</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>010</td>
<td>GSFC, Greenbelt, MD</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>011</td>
<td>GSFC, Greenbelt, MD</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>012</td>
<td>GSFC, Greenbelt, MD</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CLIN</td>
<td>Location</td>
<td>Container</td>
<td>Unit</td>
<td>Year 1</td>
<td>Year 2</td>
<td>Option 1 Year 3</td>
<td>Option 2 Year 4</td>
<td>Option 3 Year 5</td>
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<td>-----------------</td>
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<tr>
<td>013</td>
<td>GSFC, Greenbelt, MD</td>
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<td>Liter</td>
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<tr>
<td>014</td>
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<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
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<tr>
<td>015</td>
<td>GSFC, Greenbelt, MD</td>
<td>Cylinder</td>
<td>Scf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>016</td>
<td>WFF, Wallops Island, VA</td>
<td>Cylinder</td>
<td>Scf</td>
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<td></td>
</tr>
<tr>
<td>017</td>
<td>JPL, Pasadena, CA</td>
<td>Trailer</td>
<td>Scf</td>
<td></td>
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<tr>
<td>018</td>
<td>JPL, Pasadena, CA</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>019</td>
<td>JSC, Houston, TX</td>
<td>Trailer</td>
<td>Scf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>020</td>
<td>JSC, Houston, TX</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>021</td>
<td>JSC, Houston, TX</td>
<td>Cylinder</td>
<td>Scf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>022</td>
<td>JSC, Houston, TX</td>
<td>Cylinder</td>
<td>Scf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>KSC, FL</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>024</td>
<td>KSC, FL</td>
<td>Tanker</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>025</td>
<td>KSC, FL</td>
<td>Tanker</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>026</td>
<td>LaRC, Hampton, VA</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>027</td>
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<td>Trailer</td>
<td>Scf</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>028</td>
<td>MSFC, AL</td>
<td>Dewar</td>
<td>Liter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>MAF, New Orleans, LA</td>
<td>Trailer</td>
<td>Scf</td>
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<tr>
<td>030</td>
<td>MAF, New Orleans, LA</td>
<td>Dewar</td>
<td>Liter</td>
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<td></td>
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</tr>
<tr>
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<td>SSC, MS</td>
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<td>Scf</td>
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<tr>
<td>032</td>
<td>WSTF, Las Cruces, NM</td>
<td>Trailer</td>
<td>Scf</td>
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</tbody>
</table>
B.4 PRICE ADJUSTMENT FOR VARIANCES IN GOVERNMENT-CONTROLLED CRUDE HELIUM PRICES

(a) **Purpose:** Government suppliers of helium are required to obtain crude helium from the Bureau of Land Management (BLM). Prices charged for crude helium are set annually by the Secretary of the Department of Interior (hereinafter referred to as “Secretary”) in the spring prior to each Government Fiscal Year (October 1 through September 30). Estimated future-year crude helium prices are provided for Offerors to consider in developing pricing. Since the actual crude helium future-year prices will be set by the Secretary and may vary significantly from estimates, this clause is established to provide for adjustment of contract product prices in the event the actual future-year prices set by the Secretary vary from the estimates by 2 percent or more.

(b) **Baseline and Adjustment Thresholds:** The table below presents the estimated and actual crude helium prices (in thousand standard cubic feet) and the adjustment thresholds for determining whether contract prices will be adjusted.

<table>
<thead>
<tr>
<th>Gov’t Fiscal Year</th>
<th>Contract Year</th>
<th>Estimated Crude Helium Price</th>
<th>Downward Adjustment Threshold</th>
<th>Actual Crude Helium Price</th>
<th>Upward Adjustment Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Year 1</td>
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<td>N/A</td>
<td>$97.00</td>
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<td>$118.00</td>
<td>$115.64</td>
<td>TBD</td>
<td>$120.36</td>
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</table>

(c) **Computation of Contract Price Adjustments:** Each year after the Secretary sets the price for crude helium for the next Government Fiscal Year, the Contracting Officer will enter the actual price set by the Secretary in the table in paragraph (b), compare it to the adjustment thresholds, and determine if the actual price (rounded to two decimal places) is equal to either of the thresholds, less than the downward adjustment threshold or greater than the upward adjustment threshold. Product price adjustments will be computed using the following formulas.

(1) **Step 1:** Computation of adjustment factor for one standard cubic foot (scf)

\[
AF = \frac{(A - E)}{1,000}
\]

Where,
AF = Adjustment factor
A = Actual value from table in paragraph (b) of this clause
E = Estimate value from table in paragraph (b) of this clause

(2) **Step 2:** Computation of adjusted contract product prices where the contract product item price is based upon the scf unit of sale:

\[
ACPP = CPP + AF
\]

Where,
ACPP = Adjusted contract product price
CCP = Contract product unit price from Section B.3
AF = Adjustment factor from Step 1

(3) Step 2B: Computation of adjusted contract product prices where the contract product item price is based upon a liter unit of sale:

$$ACPP = CPP + (AF \times 26.63)$$

Where,
ACPP = Adjusted contract product price
CCP = Contract product price from Section B.3
AF = Adjustment factor from Step 1

B.5 DELIVERY CHARGE

The delivery charge for each CLIN shall be added to this section upon contract award.

Note: Refer to Section B.6 Price Adjustment for Variances in Retailed On-Highway Diesel Fuel Prices, for applicable diesel fuel thresholds. Delivery charge is applied per delivery.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Location</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>ARC, Moffett Field, CA</td>
<td>Dewar</td>
</tr>
<tr>
<td>002</td>
<td>AFRC, Palmdale CA</td>
<td>Dewar</td>
</tr>
<tr>
<td>003</td>
<td>CSBF, Palestine, TX</td>
<td>Trailer</td>
</tr>
<tr>
<td>004</td>
<td>CSBF, Palestine, TX</td>
<td>Dewar</td>
</tr>
<tr>
<td>005</td>
<td>CSBF, Ft. Sumner, NM</td>
<td>Trailer</td>
</tr>
<tr>
<td>006</td>
<td>CSBF, Ft. Sumner, NM</td>
<td>Dewar</td>
</tr>
<tr>
<td>007</td>
<td>CSBF, Port Hueneme, CA</td>
<td>ISO</td>
</tr>
<tr>
<td>008</td>
<td>GRC-, Cleveland, OH</td>
<td>Trailer</td>
</tr>
<tr>
<td>009</td>
<td>GRC-PS, Sandusky, OH</td>
<td>Trailer</td>
</tr>
<tr>
<td>010</td>
<td>GSFC, Greenbelt, MD</td>
<td>Dewar</td>
</tr>
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<td>017</td>
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<tr>
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<td>Dewar</td>
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</table>
B.6 PRICE ADJUSTMENT FOR VARIANCES IN RETAIL ON-HIGHWAY DIESEL FUEL PRICES

(a) The delivery charges shown in the Section B.5 Delivery Charge, shall be subject to quarterly price adjustment based on the changes in the Retail On-Highway Diesel Fuel Price (U.S. Average) as published by the Energy Information Administration, Official Energy Statistics from the U.S. Government < http://www.eia.doe.gov/>.

(b) Computation of Contract Price Adjustments: Not later than the first week of each quarter, the Contracting Officer will enter the actual Retail On-Highway Diesel Fuel Price (U.S. Average) in the table below, and compare it to the fuel thresholds identified in Section B.5 Delivery Charge.

<table>
<thead>
<tr>
<th>Quarterly Periods</th>
<th>Delivery Charge by Diesel Fuel Thresholds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bracket</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$0.00-$1.25</td>
</tr>
<tr>
<td>019 JSC, Houston, TX</td>
<td>Trailer</td>
</tr>
<tr>
<td>020 JSC, Houston, TX</td>
<td>Dewar</td>
</tr>
<tr>
<td>021 JSC, Houston, TX</td>
<td>Cylinder</td>
</tr>
<tr>
<td>022 JSC, Houston, TX</td>
<td>Cylinder</td>
</tr>
<tr>
<td>023 KSC, FL</td>
<td>Dewar</td>
</tr>
<tr>
<td>024 KSC, FL</td>
<td>Tanker</td>
</tr>
<tr>
<td>025 KSC, FL</td>
<td>Tanker</td>
</tr>
<tr>
<td>026 LaRC, Hampton, VA</td>
<td>Dewar</td>
</tr>
<tr>
<td>027 MSFC, AL</td>
<td>Trailer</td>
</tr>
<tr>
<td>028 MSFC, AL</td>
<td>Dewar</td>
</tr>
<tr>
<td>029 MAF, New Orleans, LA</td>
<td>Trailer</td>
</tr>
<tr>
<td>030 MAF, New Orleans, LA</td>
<td>Dewar</td>
</tr>
<tr>
<td>031 SSC, MS</td>
<td>Trailer</td>
</tr>
<tr>
<td>032 WSTF, Las Cruces, NM</td>
<td>Trailer</td>
</tr>
<tr>
<td>Quarterly Periods</td>
<td>Retail On-Highway Diesel Fuel Price</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>01/01/2022 – 03/31/2022</td>
<td>12/20/2021</td>
</tr>
<tr>
<td>04/01/2022 – 06/30/2022</td>
<td>03/21/2022</td>
</tr>
<tr>
<td>07/01/2022 – 09/30/2022</td>
<td>06/20/2022</td>
</tr>
<tr>
<td>10/01/2022 – 12/31/2022</td>
<td>09/19/2022</td>
</tr>
<tr>
<td>01/01/2023 – 03/31/2023</td>
<td>12/19/2022</td>
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<tr>
<td>04/01/2023 – 06/30/2023</td>
<td>03/20/2023</td>
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<tr>
<td>07/01/2023 – 09/30/2023</td>
<td>06/19/2023</td>
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<tr>
<td>10/01/2023 – 12/31/2023</td>
<td>09/18/2023</td>
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<tr>
<td>01/01/2024 – 03/31/2024</td>
<td>12/18/2023</td>
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<tr>
<td>04/01/2024 – 06/30/2024</td>
<td>03/18/2024</td>
</tr>
<tr>
<td>07/01/2024 – 09/30/2024</td>
<td>06/17/2024</td>
</tr>
</tbody>
</table>

¹ The revised threshold may be the same as the existing threshold.

### B.7 OTHER PRICING

Pricing Spreadsheet, Tab 4 - Other Pricing, will be incorporated into this Section upon contract award.

### RENTAL

Rental will be applicable when the contractor is using their equipment (dewar, cylinder, trailer, tanker) to transport and deliver helium to a delivery location and that equipment is retained at the delivery location for a minimum of one day. Rental rates (per day) will be based on the prices specified in Section B.7.

### INABILITY TO ACCEPT DELIVERY

When the contractor makes a delivery to a destination and the delivery conveyance cannot be accepted due to storage tank problems or for other reasons under the control of the receiving organization, and through no fault of the contractor, product charges will not be incurred; however, transportation charges will be based on the round-trip miles at the transportation price per mile specified in Section B.7. The round trip mileage shall originate at the distribution facility (transfill facility unless production facility is the transfill facility) identified in Attachment 002, Capability Form. If a delivery is cancelled by the Government en route to the delivery location, the roundtrip mileage will be calculated based on the mileage incurred until the en route cancellation takes place. Mileage will be based on a current internet mapping tool.

### EMERGENCY DELIVERY

When the contractor agrees to make an accelerated delivery versus the delivery time specified in the contract, the Emergency Delivery charge (per occurrence) will apply at the prices specified in Section B.7. This Emergency Delivery charge will be in addition to the normal delivery charges.
ONE WAY MILEAGE

One way mileage will be applicable when the contractor is directed to drop off or pick up a trailer, tanker, dewar(s) or cylinder(s) and is unable to haul another trailer, tanker, dewar(s) or cylinder(s) for half of the route (also known as a dead-head or bob-tail run). Transportation charges will be based on the price per mile specified in Section B.7. This charge will not apply if the contractor chooses not to pick up available empty trailer(s), tanker(s), dewar(s) or cylinder(s) at the time of delivery of full trailer(s), tanker(s), dewar(s) or cylinder(s).

PURGING AND COOL-DOWN

Purging and/or cooldown of liquid helium tankers and dewars, as well as purging of gaseous helium trailers and ISO containers, may be required to be performed by the contractor to meet applicable safety standards and to maintain purity of the product and associated containers. Purging and cool-down charges will be based on the prices specified in Section B.7.

DEMURRAGE

The Government will pay the contractor demurrage for all delays in unloading propellant delivery tankers/trailers in excess of 4 hours after arrival and check-in at place of delivery, if such delay is without the fault or negligence of the contractor and is not caused by the failure of the contractor's equipment. If more than one tanker/trailer is scheduled for the same arrival time, demurrage charges shall begin 4 hours after arrival time of the last tanker/trailer in the group, and end at the release of the last tanker/trailer in the group. This unloading demurrage charge shall be paid to the contractor per quarter-hour or fraction thereof. If the four hours has been exceeded, the driver, upon leaving the site, shall leave the consignee written documentation showing the date, time of arrival, time of departure, cause of delay, if known, and information identifying the shipment. The driver shall sign such documentation and shall request the consignee to do likewise. A copy thereof, as proof of delay, shall accompany all invoices for demurrage. Reasons for such delay shall be annotated on the Material Inspection and Receiving Report (i.e., Block 23C of the DD Form 250), or other documentation, and signed by the driver. Contractor shall ensure that all deliveries from a multi-source operation shall be effected at the lowest overall cost to the Government.

TUBE REMOVAL/REPLACE (MEET DOT REQUIREMENT)

Price includes all fixed, variable, and incremental costs associated with tube removal/replacement.

ISO MODULE MOBILIZATION

Price includes all fixed, variable, and incremental costs associated with tube ISO Module Mobilization.

[End of Section]
SECTION C- DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK

See Attachment 001, Statements of Work, for a description of the requirements by CLIN and location.

C.2 PERFORMANCE SPECIFICATION

Product supplied under this contract shall fully meet the requirements of the following performance specification unless otherwise specified in the Schedule as ultra-high purity:

Title: Propellant Pressurizing Agent, Helium
Document Part Description: Revision D
Part Date: 1 August 2014
Specification may be downloaded from: <http://ww12.assistdocs.com/>

Note: The test method for neon identified in Table I of MIL-PRF-27407D may be accomplished by using the assurance method identified at Section 4.5a. of MIL-PRF-27407D, provided the contractor adheres to the following conditions: (1) Gaseous helium (Grade A and/or Grade B) is produced by vaporization of liquid helium. (2) Analysis of the liquid helium indicates that total neon impurities is less than 2 parts per million. (3) Liquid helium analysis shall accompany shipments of gaseous helium as part of the Laboratory Analysis Report. Contractor shall attach the liquid helium analysis results to the Laboratory Analysis Report. Neon analysis/analytical results shall be clearly identified on the liquid helium analysis. (4) There is no source of neon during the vaporization, compression and filling operations that convert the liquid helium to the final delivered pressurized gaseous helium. (5) Certificate of conformance shall certify the gaseous helium supplied meets or exceeds the appropriate grade purity specified in MIL-PRF-27407D.

(End of clause)

[End of Section]
SECTION D- PACKAGING AND MARKING

D.1 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)

[End of Section]
SECTION E - INSPECTION AND ACCEPTANCE

E.1 DELIVERY REQUIREMENTS

(a) The contractor shall provide delivery capability for Government requirements to the applicable delivery destinations. Delivery conveyances must comply with applicable Department of Transportation (DOT) regulations. The contractor shall comply with applicable safety standards and maintain purity of product during loading and delivery. The contractor shall develop, maintain, and make available to the Government all conveyance operating procedures. Note: The amount of delivery equipment shall be sufficient to allow for operational variations, maintenance, downtime, Department of Transpiration (DOT) requirements, and contingency provisions.

(b) Loading and dispatching delivery conveyances shall be scheduled to assure arrival at destination during normal receiving hours as set forth in Attachment 001, or unless otherwise directed. The contractor shall ensure the on-schedule delivery of helium ordered by the Government. The Government will provide notice prior to requiring delivery of ordered product as set forth in Attachment 001. Unless otherwise stated in Attachment 001, delivery will be required 48 hours after order is placed. Shorter notice than stated in Attachment 001 (48 hours for most locations) shall incur a short notice emergency delivery charge at the price per delivery specified in Section B.7 Other Pricing.

(c) The contractor shall provide purge and cool-down services at the contractor's facility as required to meet applicable safety standards and to maintain purity of the product. The contractor shall develop, maintain, and make available to the Government all conveyance purge and cool-down procedures.

(d) The contractor shall provide trained personnel necessary for offloading product from the tankers to the facility interface. User locations will provide personnel to operate facility equipment. During offloading, the contractor shall operate the tanker in accordance with approved procedures.

(e) Ancillary equipment and services may be required to effect delivery of helium to satisfy Government requirements. Ancillary equipment and services includes, but is not limited to, temporary cryogenic storage vessels, liquid-to-gas conversion units (receivers, pumps, vaporizers, and associated piping), and other equipment and services to support related propellant requirements under this contract. The Contracting Officer administering the applicable delivery order will be notified of the ancillary requirement and will issue a delivery order modification with negotiated pricing. Note: Maintenance of Government property is the responsibility of the Government at the location the property is provided. However, services such as routine maintenance, repairs, inspections, and/or DOT required certifications may be obtained under this contract.

(End of clause)

E.2 MATERIAL INSPECTION AND RECEIVING

(a) At the time of each delivery under this contract, the contractor shall furnish to the Government a Material Inspection and Receiving Report (DD Form 250 series or equivalent commercial document), prepared in triplicate (original and two copies). If the contractor elects to use the DD Form 250, it shall be prepared in accordance with NASA FAR Supplement 1846.6. Note: Equivalent commercial document must contain the same level of detail/specificity as the DD Form 250. The contractor shall include with each Material Inspection Receiving Report a Laboratory Analysis Report pertaining to each shipment.
(1) Upon delivery of product to the destination, each copy of the Material Inspection and Receiving Report shall be signed and dated by the receiver. The original shall remain with the contractor's driver making the delivery, and two copies shall be retained by the receiving destination as proof of delivery.

(2) A legible copy of the applicable contractor certified weight ticket or pressure/temperature readings will be attached to each copy of the Material Inspection and Receiving Report submitted for each delivery. The certified weight ticket or pressure/temperature readings shall include the associated shipment number and tanker and/or tube trailer number as cross reference to the Material Inspection and Receiving Report. The foregoing documentation will be submitted with all invoices.

(3) Contractor shall overprint, in an appropriate space on each Material Inspection and Receiving Report, any applicable tanker/trailer unloading demurrage invoiced in accordance with this contract. Such demurrage shall be certified by personnel of the receiving activity who are not in the employ of the contractor. At the Government's option, and when available, Government personnel may be required to certify demurrage charges.

(b) The Laboratory Analysis Report shall be performed at the loading point of the conveyance for each shipment made under this contract. In case of liquid helium dewar shipments, provided the dewars are filled directly from a liquid helium tanker (and not an intermediate tank), the analysis can be conducted on the liquid helium tanker at the point of tanker loading. The analysis for the dewar shipment will reflect the tanker analysis the dewars were filled from. If multiple tankers are used to fill a dewar shipment, the analysis paperwork for all tankers will be provided with traceability between tankers and dewars. In the event laboratory facilities are not available to perform this analysis at the loading point, the contractor will make arrangements to have the analysis performed at a location approved by the Contracting Officer. In any event, the analysis results shall be attached to the Material Inspection and Receiving Report.

(c) A Certificate of Conformance shall also accompany each delivery to verify product quality and quantity. The contractor’s quality assurance representative shall sign and date the Certificate of Conformance to verify quantity, quality, and proper documentation (analysis report, etc.) at origin. The signed Certificate of Conformance shall be attached to, or entered on, copies of the Material Inspection and Receiving Report. The certificate of conformance shall be prepared in accordance with FAR 52.246-15, paragraph (d).

(End of clause)

E.3 METHOD OF MEASUREMENT FOR BILLING

(a) Liquid helium: Determining the quantity of product delivered for billing purposes shall be accomplished in accordance with the following procedures: Scales used in determining weights as required by these procedures shall be certified and must meet all specifications and user requirements and tolerance as stated in the National Institute of Standards and Technology (NIST) Handbook 44. The maximum error will not exceed plus or minus two-tenths of 1 percent of the load being weighed. Such scales will be calibrated yearly and records of this calibration will be maintained for a minimum of one year and made available to the Contracting Officer or his designated representative upon request.

(1) Bulk liquid helium tankers: The scales at the contractor fill location will be the preferred scales for determining tanker weights. In the event the contractor’s scales are out of operation or otherwise unavailable, an alternate scale can be used after approval by the Contracting Officer.
(i) The weight of the delivered and returned helium will be determined as follows:

(A) For delivered helium: The tankers liquid nitrogen shields shall be filled prior to weighing the full tanker for delivery. The empty weight of the tanker with full nitrogen shields will be subtracted from the full shipped tanker weight with full nitrogen shields. The resulting weight will be the net amount of the delivered helium, for which the Government will pay. The following conversion factors will be applied to convert the weight to liters:

\[1 \text{ Pound} = 3.631 \text{ Liters} = 0.9590 \text{ Gallon} = 96.72 \text{ Standard Cubic Feet}\]
\[0.2754 \text{ Pound} = 1 \text{ Liter} = 0.2642 \text{ Gallon} = 26.63 \text{ Standard Cubic Feet}\]
\[1.042 \text{ Pounds} = 3.785 \text{ Liters} = 1 \text{ Gallon} = 100.82 \text{ Standard Cubic Feet}\]

(B) For returned helium: When the delivery is completed and the tanker is returned to the contractor, the returned tanker’s liquid nitrogen shields shall be filled prior to weighing the tanker. The empty weight of the tanker with full nitrogen shields will be subtracted from the returned tanker weight with full nitrogen shields. The resulting weight will be the weight of the returned helium, for which the Government will receive full credit. Conversion factors as cited in paragraph (a)(1)(i)(A) of this clause will be applied to convert the weight to liters.

(ii) A copy of the contractor certified weight ticket(s), with shipment number and trailer/container number affixed, will accompany the Material Inspection and Receiving Report for payment.

(2) Liquid helium dewars: The scales at the contractor fill location will be the preferred scales for determining the weight of liquid helium delivered in dewars. In the event the contractor’s scales are out of operation or otherwise unavailable, an alternate scale can be used after approval by the Contracting Officer. The tare weight of the dewar will be subtracted from the gross weight and the resulting figure will be net amount for which the Government will pay. A copy of the contractor certified weight ticket(s), with shipment number and trailer/container number affixed, will accompany the Material Inspection and Receiving Report for payment.

(b) Gaseous helium: The contractor shall utilize Bureau of Mines Information Circular 8367, “Computing Volume of Helium In Cylindrical Steel Containers at 10 to 10,000 PSIA of April 1997” to determine the amount of helium supplied. The contractor’s utilization of a computerized measurement system utilizing calculations based on the Bureau of Mines Information Circular 8367 will be considered acceptable. The Government will receive full credit on returned bulk gaseous helium.

(c) Alternate method: The contractor may utilize a method of product measurement, other than those set forth above, provided it is first approved and authorized in writing by the Contracting Officer.

(End of clause)

E.4 PRODUCT INTEGRITY CONTROL

(a) The contractor shall furnish seals to prevent tampering with tube trailers and tankers or conveyances. The seals must easily identify any attempted tampering. The contractor shall seal all conveyances prior to shipment.

(b) The contractor shall inspect each loaded conveyance just prior to shipment to ensure all end connections are protected with dust covers (or other protectors) and there is no leakage of product. Note: The contractor shall clean and seal all drain and fill ports prior to shipment from the facility, and maintain the cleanliness of shipping container interfaces, transfer hoses, and fittings.
(c) Upon arrival at the delivery point interface, conveyances shall be visually inspected by the receiving activity for hazardous conditions, cleanliness, and seal integrity. Any discrepancy is cause for rejection.

(End of clause)

E.5 QUALITY ASSURANCE, INSPECTION AND ACCEPTANCE

(a) Unless otherwise directed by the Contracting Officer, in-process inspection, end-item inspection, and test verification shall be performed by the contractor at the contractor's facilities, to ensure compliance with the contract requirements. The Government may perform periodic inspections or audits at the contractor's facilities to verify, inspect, and ensure that supplies meet the contract requirements, including calibrations, process control monitoring, drawings and specifications.

(b) Any delivery location will have the option to sample helium being delivered and analyze it for impurities prior to off-loading the transport vehicle or container. Such sampling shall be subject to demurrage charges, as applicable in accordance with this contract. If the sample does not meet specification requirements, the load will not be accepted and will be returned to the contractor's final distribution facility for disposition. In case of non-acceptance, no product, transportation, demurrage, or any other costs will be charged to, or be paid by the Government.

(c) The contractor shall maintain records of inspections and tests performed on the items of this contract. All records and tests shall be traceable to the helium delivered and shall include applicable tanker/trailer number, serial number, lot number, or any other acceptable method of identification. These records shall be made available to the Government, upon request, during the performance of this contract.

(d) The contractor shall develop and maintain documentation of a quality control program, including but not limited to: plant operating procedures (as they relate to quality provisions); helium handling procedures; loading and off-loading of shipping conveyances; storage; analytical instruments and scale calibrations; sampling; and analysis. Operating plans or procedures shall be submitted to the Government upon request.

(End of clause)

E.6 FLASH REPORTS

The contractor shall provide the Contracting Officer or his designated representative, with an immediate verbal Flash Report of any accident or incident which may have an adverse impact on the contractor's ability to deliver liquid and gaseous helium to the Government, such as a plant outage (scheduled or unscheduled), tanker or tube trailer malfunction, or of any other occurrence in which the Government could reasonably be expected to have an interest by virtue of this contract. Such Flash Reports shall be confirmed in writing (electronic submission). Except as otherwise provided in this contract, the cost of data to be furnished in response to this clause is included in the price of this contract.

(End of clause)
E.7 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001 Fifth Edition 2015-09-15

(End of clause)
SECTION F – DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE OR DELIVERY LOCATION

Ames Research Center (ARC), Moffett Field, CA (CLIN 001)
Armstrong Flight Research Center (AFRC), Palmdale, CA (CLIN 002)
Columbia Scientific Balloon Facility (CSBF), Ft. Sumner, NM (CLINs 005 and 006)
Columbia Scientific Balloon Facility (CSBF), Palestine, TX (CLINs 003 and 004)
Columbia Scientific Balloon Facility (CSBF), Port Hueneme, CA (CLIN 007)
Glenn Research Center at Lewis Field (GRC), Cleveland, OH (CLIN 008)
Glenn Research Center Plumbrook Station (GRC-PS), Sandusky, OH (CLIN 009)
Goddard Space Flight Center (GSFC), Greenbelt, MD (CLINs 010 through 015)
Jet Propulsion Laboratory (JPL), Pasadena, CA (CLINs 017 and 018)
Johnson Space Center (JSC), Houston, TX (CLINs 019 through 022)
Kennedy Space Center (KSC), KSC, FL (CLINs 023 through 025)
Langley Research Center (LaRC), Hampton, VA (CLIN 026)
Marshall Space Flight Center (MSFC), MSFC, AL (CLINs 027 and 028)
Michoud Assembly Facility (MAF), New Orleans, LA (CLINs 029 and 030)
Stennis Space Center (SSC), SSC, MS (CLIN 031)
Wallops Flight Facility (WFF), Wallops Island, VA (CLIN 016)
White Sands Test Facility (WSTF), Las Cruces, NM (CLIN 032)

(End of clause)

F.2 PERIOD OF PERFORMANCE

The basic contract period of performance is from October 1, 2019, through September 30, 2021. There are three option periods available, which if exercised, will extend the period of performance as provided below (Reference: FAR 52.217-9 Option to Extend the Term of the Contract).

Option 1: October 1, 2021, through September 30, 2022
Option 2: October 1, 2022, through September 30, 2023
Option 3: October 1, 2023, through September 30, 2024

The Helium Stewardship Act of 2013 specifies the closure of the Federal Helium program on September 30, 2021. The Government will consider current legislation that extends the Federal Helium program and the “in-kind” program, as well as significant changes to the program, when determining whether to exercise an option period. It is in the best interest of the Government and the contractor that options are only exercised if the program is active and continues throughout the option period with insignificant changes.

(End of clause)

[End of Section]
SECTION G – CONTRACT ADMINISTRATION DATA

G.1 NFS 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the contractor shall submit all vouchers and invoices using the steps described at NSSC’s Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) Payment requests.

   (1) The payment periods are stipulated in the payment clause(s) contained in this contract.
   (2) Vouchers submitted under cost-type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

      (i) Vouchers.

         (A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.
         (B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.
         (C) Indirect rate(s) used to calculate the amount of billed indirect expenses.
         (D) Progress reports, as required.

      (ii) Invoices.

         (A) Description of goods and services delivered as part of the contract’s terms and conditions, including the dates of delivery/performance.
         (B) Progress reports, as required.
         (C) Date goods and services were performed.

      (iii) Fee vouchers.

         (A) Listing of all provisionally-billed fee by period or date earned since contract award.
         (B) A reconciliation of all billed and earned fee.
         (C) A clear explanation of the fee calculations.

(d) Non-electronic payment requests. The contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at https://www.nssc.nasa.gov/vendorpayment, when any of the following conditions are met:

   (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the contractor.
(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment requests. In such instances the contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoices within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) Other payment clauses. In addition to the requirements of this clause, the contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.2 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in Attachment 001 of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The contractor shall use this property in the performance of this contract designated in the attachment and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1, the contractor is accountable for the identified property.

(End of clause)

G.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

The following contract clauses are hereby incorporated by reference:

NFS 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Jan 2017)
NFS 1852.245-75 Property Management Changes (Jan 2011)
NFS 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245–1 (Jan 2011)
NFS 1852.245-78 Physical Inventory of Capital Personal Property (Aug 2015)

(End of clause)

[End of Section]
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 COMPLIANCE WITH HELIUM STEWARDSHIP ACT OF 2013

This helium procurement will be subject to the provisions of the Helium Stewardship Act of 2013, including NASAs continued participation in the Federal “In Kind” program for crude helium, managed thru the Bureau of Land Management (BLM).

Per the Helium Stewardship Act of 2013:

“…Federal users may purchase refined helium with priority pipeline access under this subsection from persons who have entered into enforceable contracts to purchase an equivalent quantity of crude helium at the in-kind price from the Secretary…”

The contractor shall provide notice to the U.S. Department of the Interior, Bureau of Land Management, Helium Operations, 801 South Fillmore, Suite 500, Amarillo, TX  79101 that it has been awarded a contract to supply helium to the National Aeronautics and Space Administration.

The contractor, or its subcontractor(s), shall enter into an enforceable contract to purchase an equivalent amount of crude helium from the Bureau of Land Management, referred to as an “In Kind Crude Helium Sales Contract”.

(End of clause)

H.2 HELIUM USAGE AT OTHER LOCATIONS

The helium provided to the delivery locations are for use at those locations and not intended to be further transported by an end user to off-site locations not already directly supported by the delivery location. No further transportation of delivered product by an end user to any off site location will be permitted without specific written approval of the Contracting Officer. This restriction is required to avoid potential issues should an end user decide to transport product to another off-site location in order to supplement or replace an existing commercial helium supply at that off-site location.

(End of clause)

H.3 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NASA AND BLM

A signed Memorandum of Understanding (MOU) between NASA and the Bureau of Land Management (BLM) has been put in place and provides procedures and guidance for allocating In-Kind helium for new helium requirements to NASA and Federal Helium Supplier(s) (FHS). The intent of the MOU is to encourage FHS to submit proposals for new helium contracts solicited by NASA. Under this MOU, BLM agrees to allocate In-Kind helium to the FHS that has been awarded a competitive contract by NASA.

The forecasting requirement of the MOU to the BLM will not take place until the BLM initiates allocation reductions of crude helium to refiners along the Crude Helium Pipeline (CHPL) and this allocation reduction is verified with the BLM. Reporting will not take place during surplus conditions of helium reported by the BLM.

Following verification of the allotment reduction by the BLM, NASA will initiate forecasting per the MOU (providing forecasts by the 15th of the month prior to the month in which delivery is required). This forecasting requirement will be discontinued once the BLM ends the allocation reductions (verified with the BLM), and not resume until the next verified allocation reduction is initiated by the BLM.

The BLM intends to rewrite its helium regulations, with the potential of the MOU terms being
incorporated into the revised regulations. At that time, the MOU clauses of the contract will be superseded by the related conditions of the revised helium regulations.

(End of clause)

H.4 DELIVERY ORDER PROCEDURES

(a) At several NASA locations, the issuance of Delivery Orders may be delegated by the NASA location Contract Point of Contact to a Logistics Contractor. In this case, the Delivery Order may be issued by the NASA Logistics Contractor and not NASA itself. These Logistics Contractors may change during the duration of this contract. In no instance will the supplier consider the replacement Logistics Contractor company as a “new customer” with respect to supporting the NASA delivery location.

(b) The normal receiving hours for the delivery locations are specified in the SOW (refer to Attachment 001). However, when required by any order placed under this contract, the contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays. Unless otherwise specified in the SOW, a verbal request for shipment against the written delivery order will be placed by the Requirement Point of Contact (RPC) via telephone with a minimum of 48 hours’ notice during standard work days (i.e., Monday through Friday). RPCs will be identified in the SOW upon contract award.

(c) Delivery charges shall be a separate line on the invoice and shall provide the date of delivery, which shall correspond with product acceptance dates. The contractor agrees to provide any additional information requested by the Contracting Officer or his appointed representative to substantiate billings.

(End of clause)

H.5 NFS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)

H.6 NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (JUL 2015)

H.7 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) ALT I (FEB 2006)

H.8 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items __ see delivery order __ through __ see delivery order __, the sum of $__ see delivery order __ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

<table>
<thead>
<tr>
<th>SCHEDULE FOR ALLOTMENT OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

(b) The contractor agrees to perform or have performed work on the items specified in Paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the
Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the contractor, approximate the total amount at the time allotted to the contract. The contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ________.

(2) If funds allotted are considered by the contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in
paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

The clause directly below is only applicable to CLINs 23, 24, and 25 for Kennedy Space Center

H.9 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (JUL 2018)

The contractor shall comply with the publications listed and those checked as applicable below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The contractor shall comply with the following publication, NPR 1600.4A, Identity and Credential Management, which can be found at:
https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=1600&s=4A

The contractor shall comply with the following publications and those publications checked as applicable below. These documents can be found at http://procurement.ksc.nasa.gov/PPD/documents:
KNPR 8715.2, Comprehensive Emergency Management Plan (CEMP)
KNPR 1600.1, KSC Security Procedural Requirements
KNPR 8500.1, KSC Environmental Management Requirements
KNPR 8715.3, KSC Safety Procedural Requirements
KNPD 1600.3, Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property

Check if applicable:
[ ]KNPD 1810.1 KSC Occupational Medicine Program
[ ]KNPR 1860.1 KSC Ionizing Radiation Protection Program
[ ]KNPR 1860.2 KSC Nonionizing Radiation Protection Program
[ ]KNPR 1820.3 KSC Hearing Loss Prevention Program
[ ]KNPR 1820.4 KSC Respiratory Protection Program
[ ]KNPR 1840.19 KSC Industrial Hygiene Programs
[ ]45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
[ ]KNPR 1840.1 KSC Hazard Communication Program
[ ]KNPR 1870.1 KSC Sanitation and Public Health Program
[ ]KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
[ ]KNPR 4000.1 Supply and Equipment System Manual
[ ]KNPR 6000.1 KSC Transportation Support System Manual
[ ]KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
[ ]KNPR 8830.1 Facility Asset Management Procedural Requirements

(End of clause)
The clause directly below is only applicable to CLINs 19, 20, 21, 22 and 32 for Johnson Space Center

H.10 JPI 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (AUG 2018) (JSC Procurement Instruction)

(a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the contractor shall comply with the following:

• NPR 1600.1, NASA Security Program Procedural Requirements
• NPD 1600.9, NASA Insider Threat Program
• NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
• NPR 1600.3, Personnel Security
• NPR 1600.4, Identity and Credential Management.

(b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:

• NPR 1600.2, NASA Classified National Security Information

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:

• NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

(d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee’s Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

(e) Credentials will be issued at the following locations:

• NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays
• Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays
• Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays

• White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

(f) FSO or DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requestor role. Last, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requestor privileges within IdMAX.

(g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at www.uscis.gov.

(h) For permanent credential requests, the FSO/DO will submit a JF 1805, Non-NASA Employee Security Information, no later than noon on the Wednesday prior to the employee’s start date. The FSO/DO will notify the employee of the date/time for the background investigation processing, in accordance with NPR 1600.3, at the JSC Security Office eQIP lab, if required. The FSO/DO will provide the employee with the necessary forms to complete prior to the eQIP lab appointment. Employees will present two forms of matching I-9 identification documents to process a permanent credential. Employees will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Contractor Termination and Return for Future Use Checklist.

(End of clause)

The clause directly below is only applicable to CLINs 19, 20, 21, 22 and 32 for Johnson Space Center

H.11 JPI 52.223-94 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS AND HAZARDOUS MATERIALS USE (NOV 2018) (JSC Procurement Instruction)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes. Therefore, the following requirements do NOT supersede but rather are intended to supplement any statutory or regulatory requirements for any entity subject to this clause.
(b) The contractor shall comply with all applicable federal, state, and local regulations, public laws, and executive orders, as well as the following NASA and site-specific permits, plans, and management directives for activities affecting human health or the environment and are located on JSC, NASA-Ellington Field, Sonny Carter Training Facility, and El Paso Forward Operating Location. Site-specific directives include:

1. NPD 8500.1, NASA Environmental Management;
2. NPR 8530.1, NASA Sustainable Acquisitions;
3. NPR 8553.1, NASA Environmental Management Program;
4. NPR 8570.1, NASA Energy Management Program;
5. NPR 8580.1, NASA National Environmental Policy Act Management Requirements;
6. JPD 8500.1, JSC Environmental Excellence Policy;
8. JPR 1700.1, JSC Health and Safety Handbook;
9. JPR 8550.1, JSC Environmental Compliance Procedural Requirements;
10. JPR 8553.1, JSC Environmental Management System Manual;
11. JPR 8750.1, Energy and Water Conservation Plan;
12. JWI 1040.26, Hazardous Substance Spill/Release Response; and

(c) "Hazardous materials," for the purposes of this clause, consist of the following:


2. Those "extremely hazardous substances" and “hazardous chemicals” subject to the emergency planning notification and reporting requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know (EPCRA) Regulation, 40 Code of Federal Regulations Parts 355 and 370, without regard for quantity.

3. Those "hazardous substances" and “toxic chemicals” subject to the release notification and reporting requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation Parts 302 and 372, without regard for quantity.

4. Those industrial solid and hazardous wastes generated as a result of contractor’s activities, as defined by the US EPA and Texas Commission on Environmental Quality, and as further described in JPR 8550.1.

5. Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures.
(6) Other regulated materials containing hazardous constituents or exhibit hazardous properties (flammable, reactive, corrosive, toxic, etc.) that are specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants, etc.).

(7) Any radioisotope material or device that produces ionizing radiation.


(9) Any explosive or any pyrotechnics.

(10) Any pesticide.

(d) The contractor shall develop and maintain an inventory listing the identity, hazards and quantity of the hazardous materials purchased, stored, processed, manufactured, or used onsite at JSC for the performance of the contract and provide quarterly/annual reports per DRD [insert number]. Refer to Chapter 9 of JPR 1700.1 relating to controlling and inventorying/reporting hazardous material usage.

(e) The contractor shall provide data on sustainable acquisitions, waste generation and waste reduction/pollution prevention activities, and ozone depleting substances in accordance with DRD [insert number], Environmental Compliance Reports.

(f) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.

(g) The contractor shall notify the JSC Occupational Health (SD) prior to any initial use, quantity change or different application of these materials.

(h) The contractor shall use all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans or the environment, whether onsite or offsite.

(i) The Government remains the owner and operator of record for all environmental activities conducted at NASA-owned properties unless otherwise documented in a signed agreement between NASA and the contractor. JSC's Environmental Office (JE111) serves as the single point of contact with federal and state regulatory agencies and their representatives. The contractor shall immediately notify the Contracting Officer and JSC Environmental Office if contacted formally or informally by external regulatory agency representatives.

(j) The contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, and/or regulatory agency inspection/audit personnel all documentation/records relating to environmental compliance (e.g., operating logs, calibration records, etc. required but not submitted to the respective offices listed above).

(k) The contractor shall immediately notify the Contracting Officer and the JSC Environmental Office (Mail Code JE) upon receipt of any official correspondence alleging noncompliance.

(l) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action be issued to the Government on account of the actions or inactions of the contractor or one of its subcontractors in the performance of work under this contract, the contractor
shall fully cooperate with the Government in investigating the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.

(m) The contractor shall insert the substance of this clause, including this Paragraph (m) with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(o) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

The clause directly below is only applicable to CLIN 26 for Langley Research Center
H.12 LARC 52.204-92 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (MAY 2019)

(a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver’s license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13 requirements can be found at: http://www.dhs.gov/real-id-public-faqs. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov

(b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center.

(c) The following alternate forms of identification are accepted for NASA LaRC access:
   (1) Federal employee badges,
   (2) Passports,
   (3) Military identification cards,
   (4) Enhanced Driver’s Licenses,
   (5) U.S. Coast Guard Merchant Mariner Card,
   (6) Native American tribal document,
   (7) School identification accompanied by an item from List C.

(d) Visitors without acceptable identity documents require specific authorization from the Center Chief of Security and escort by permanently badged NASA employees or permanently badged contractor employees at all times while present on the NASA Langley Research Center

(End of clause)
The clause directly below is only applicable to CLIN 26 for Langley Research Center
H.13 LARC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR’S EMPLOYEES (NOV 2018)

a) The contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.

b) At all times while on NASA property, the contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Services Branch.

c) When authorization to possess an Identification Badge no longer exists (e.g., upon termination of employment or expiration of contract):

   (1) The contractor shall submit a checkout request for the departing contractor employee(s) at https://checkout.arc.nasa.gov, prior to notifying the contractor employee of the employment termination or contract expiration, unless a security threat exists (See Item 2 Below) in which case the checkout may occur immediately following termination;

   (2) If the terminated employee is considered a security threat, the contractor shall immediately notify the NASA LaRC Security Services Branch and LaRC Chief Information Officer, and submit NAMS closures for AGCY0012 Basic Active Directory Account and all Center or Agency VPN, to suspend the user’s physical and logical access to the Center. Center Security Personnel will escort the contractor employee off Center premises immediately;

   (3) The departing contractor employee shall surrender the NASA RSA token, NASA Smartcard, Agency Smart Badge, Government-Provided Equipment, and all facility keys to the respective contractor supervisor;

   (4) The contractor shall ensure all contractor employees exit the NASA Langley Research Center premises within one (1) hour of termination of employment or at the end of a contractor employee’s standard work day upon contract expiration

   (5) The contractor shall return contractor employee(s) NASA Identification Badges, Government-Provided equipment, and facility keys to the NASA LaRC Badge and Pass Office and Government-Equipment Points of Contact within two business days of employment termination or contract expiration.

d) All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of clause)

[End of Section]
SECTION I – CONTRACT CLAUSES

I.1 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)

(a) Definitions.


“Federal helium supplier” means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office’s Authorized List of Federal Helium Suppliers available via the Internet at https://www.blm.gov/programs/energy-and-minerals/helium/partners.

“Major helium requirement” means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements-

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The contractor shall provide to the Contracting Officer the following data within 10 days after the contractor or subcontractor receives a delivery of helium from a Federal helium supplier-

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

I.2 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

Paragraphs (h) Patent Indemnity, (m) Termination and (o) Warranty are tailored to delete Paragraph (h) Patent Indemnity, supplement Paragraph (m), and replace Paragraph (o) Warranty as follows:

Addendum to Paragraph (m) Termination for Cause:
In addition to those requirements stated in Paragraph (m), the clause has been tailored to add the
following:

(a) In the event the contractor is unable to meet its delivery obligations from the specified sources, the contractor may supply the deficient quantities from other sources at the price agreed to in Section B.3 of this contract.

(b) If such deficient quantities are not so supplied, the Government may acquire liquid helium from other sources to the level of the quantities deficient, and the contractor shall pay the Government the difference between the delivered price from such other source and the applicable delivered price under Section B.3 of this contract. In this situation, the Government will pay the full price for the spot delivery and may short pay the contractor, on the next applicable invoice, an amount equal to the difference between the contractor’s normal price to the Government, and the price the Government paid for the spot delivery.

(c) In the event the contractor continues to fail to deliver, correct deficiencies, or comply with contract terms and conditions, the Government may invoke its right to terminate for cause.

Replacement of Paragraph (o) Warranty:

(o) Warranty. The items delivered hereunder will meet the specifications defined in Section B.2 – Schedule of Supplies. The Government may reject any item which does not meet the specifications and no charge will be made for the item so rejected. No claim of any kind with respect to the conformance of items to the foregoing specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming item(s) in respect to which such claim is made. The foregoing constitutes the Government’s exclusive remedy and the contractor’s sole obligation with respect to any such claim for not meeting the specifications. THERE ARE NO EXPRESS WARRANTIES BY CONTRACTOR OTHER THAN THOSE SPECIFIED IN THIS SECTION 52.212-4(o). NO WARRANTIES BY CONTRACTOR (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.” This limited remedies section for failure to meet the expressed warrantee stated herein shall have no application to or impact on the Government’s remedies under paragraph (m) Termination for cause of this Section.

(End of Addendum to FAR 52.212-4)

I.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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 check as appropriate.]


X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).


_(5) [Reserved].


(10) [Reserved].

(11) 

_(ii) Alternate I (Nov 2011) of 52.219-3.
(12)  
_(i)_ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_(ii)_ Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)  

_(ii)_ Alternate I (Nov 2011).

_(iii)_ Alternate II (Nov 2011).

(15)  

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

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

_(X)_ 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(16)  

_(ii)_ Alternate I (Jan 2017) of 52.219-9.

_(iii)_ Alternate II (Nov 2016) of 52.219-9.

_(iv)_ Alternate III (Nov 2016) of 52.219-9.

_(v)_ Alternate IV (Aug 2018) of 52.219-9

_(18)_ 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

_(19)_ 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

_(20)_ 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)

(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(29)


(ii) Alternate I (July 2014) of 52.222-35.

(30)


(ii) Alternate I (July 2014) of 52.222-36.

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


(33)


(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)


(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.


(ii) Alternate I (Jun 2014) of 52.223-16.

X (2) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(i) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(ii) Alternate I (Jan 2017) of 52.224-3.

X (3) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C.chapter 83).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(60) (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.

(iii) Alternate II (Feb 2006) 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 check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).


(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xiii)

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).


(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(xix)

(B) Alternate I (Jan 2017) of 52.224-3.


(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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.

(End of clause)
I.4 FAR 52.216-18 - ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance specified in Section F.2, Period of Performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in a quantity less than 30 liters, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract. Note: The Government will, to the maximum extent practicable, order helium in standard container increments.

(b) Maximum order. The contractor is not obligated to honor-

   (1) Any order for a single item in excess of a location’s peak requirements as stated in the SOW;
   (2) Any order for a combination of items in excess of a location’s peak requirements as stated in the SOW; or
   (3) A series of orders from the same ordering office within 10 days, that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this clause.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 FAR 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as "estimated" or "maximum" in the
Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c) Except as this contract otherwise provides, the Government shall order from the contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the contractor requirements in excess of any limit on total orders under this contract.

e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract 10 days after expiration of the period of performance specified in Section 1.

(End of clause)

1.7 FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor no later than 15 days prior to contract expiration; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

1.8 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
The following contract clauses are hereby incorporated by reference:

52.203-3 Gratuities (Apr 1984)
52.204-4 Printed or Copied Double-Sided On Postconsumer Fiber Content Paper (May 2011)
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13 System for Award Management Maintenance (Oct 2018)
52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016)
52.212-4 Contract Terms and Conditions – Commercial Items (Oct 2018)
52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
52.232-18 Availability of Funds (Apr 1984)
52.245-1 Government Property (Jan 2017) Alt I (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
1852.215-84 Ombudsman (Nov 2011)
1852.237-73 Release of Sensitive Information (Jun 2005)

(End of clause)

[End of Section]
SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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[End of Section]
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K1. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in—

      (A) The payment of a monetary fine or penalty of $5,000 or more; or

      (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

K2. FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (OCT 2018) ALT 1 (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management
and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“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 or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

1. Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

3. Consist of providing goods or services to marginalized populations of Sudan;

4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

5. Consist of providing goods or services that are used only to promote health or education; or

6. Have been voluntarily suspended.

“Sensitive technology”—

1. Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

2. Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 of which 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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business
concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged
(as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking
into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR
124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the
affairs of the predecessor under a new name (often through acquisition or merger). The term “successor”
does not include new offices/divisions of the same company or a company that only changes its name.
The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending
on State law and specific circumstances.

“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 small business (WOSB) concern eligible under the WOSB Program” (in accordance with
13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally
owned by, and the management and daily business operations of which are controlled by, one or more
women who are citizens of the United States.

Women-owned small business concern means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the Offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will 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, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(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 women-owned small business concern.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Offeror represents that-

(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: __________.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Offeror represents that-

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: __________.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) 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.

(9) 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:____________________________________

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone 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 each HUBZone small business concern participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone concern and other small businesses that are participating in the joint venture: __________.] Each HUBZone concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the Offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, 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 parts 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 $150,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL,
Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

2) Foreign End Products:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other Than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:
Canadian End Products:

Line Item No.
_______________________________________
_______________________________________
_______________________________________
[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin
______________
______________
______________
______________
______________
______________
[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:
(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.   Country of Origin
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals—

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local Government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

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<th>Listed End Product</th>
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(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 any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

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

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

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The Offeror □ does □ does not certify that-

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to the SAM to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (l)(3) through (l)(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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign Government;

Offeror is an agency or instrumentality of the 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 CFR1.6049-4;

Other ________________________________.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name ________________________________.

TIN ________________________________.

(m) Restricted business operations in Sudan. By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The Offeror represents that–

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The Offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror-

(i) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the Government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the Government of Iran;

(ii) Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the Offeror, and any person owned or controlled by the Offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx ).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The Offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____________________.

Immediate owner legal name: ____________________.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ________________.

Highest-level owner legal name: ________________.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).
Predecessor legal name: .

(Do not use a “doing business as” name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require Offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_________________.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement
representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

[End of Section]
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS OR RESPONDENTS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR site: https://www.acquisition.gov/browse/index/far
NFS site: https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of provision)

L.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2018)

Paragraphs (b) Submission of Offers and (c) Period for Acceptance of Offers, are tailored to revise and replace these paragraphs as follows:

(b) Submission of Offers.

Offerors shall use the SF 1449 to submit their offers.

Delivery: Proposals shall be sent electronically to the following addresses: sherry.e.alexander@nasa.gov and brenda.l.teachworth@nasa.gov by August 29, 2019 at 3:00pm eastern time (ET). Maximum email size: 3MB per email. Offerors may send multiple emails, identifying multiple emails by labeling them as 1 of X, 2 of X, etc).


Questions: Questions regarding the solicitation and/or Statements of Work are encouraged to ensure adequate understanding of the Government’s requirement. All questions regarding subject solicitation must be submitted no later than 1:00pm ET on August 16, 2019. Questions submitted after this date/time may not be answered. Questions will be accepted via e-mail only to: sherry.e.alexander@nasa.gov and brenda.l.teachworth@nasa.gov. Questions submitted by fax or telephone will not be accepted.

Proposals shall be submitted electronically and contain the following documents: Proposals will be evaluated in accordance with Section M. Only the documents required in each volume will be evaluated.
**Volume I: SF 1449**

The Offeror shall submit a completed SF 1449 signed by an Official authorized to commit your company.

**Volume II: Technical**

The Offeror shall submit a completed Capability Form, Attachment 002, to identify its production facility, transfill facility, and distribution information that will be used to meet requirements for each CLIN proposed. Each Capability Form submitted shall only provide information for one CLIN; multiple CLINs shall not be identified in box 2. If proposing for a group of CLINs, Offeror shall provide a Capability Form for each CLIN in the group. Offerors shall not provide a single Capability Form that addresses more than one CLIN in a group. In the event the Primary Transfill Facility Block 11 of Attachment 002 is the same facility as the Primary Production Facility, the Offeror shall fill in Block 11 identical to Block 10 or indicate in Block 11A the following words “Same as Primary Production Facility.” Distribution Information for Block 12 shall reflect the distribution capabilities of the facility referenced in Block 11.

**Volume II: Pricing**

Offeror shall provide a completed Pricing Sheet (Tab 1 through Tab 6). Offeror shall propose a unit price by CLIN under Tabs 1, 2, and 4 for each CLIN or group of CLINs proposed. Tabs 3, 5, and 6 will automatically populate based on the pricing in Tabs 1, 2, and 4, so the Offeror shall not enter any data on those Tabs. If proposing for a group of CLINs, the Offeror shall provide pricing on Tabs 1, 2, and 4 for each and every CLIN in the group. An Offeror that fails to provide pricing for each and every CLIN in a group may be deemed non-responsive and ineligible for award of that group. CLIN prices from Tabs 1, 2, and 4 will be included in the corresponding sections of the awarded contract.

**Tab 1 Helium Unit Price (B.3):** The Offeror shall provide the Proposed Product Unit Price for each contract year [Base Year 1, Base Year 2, Option 1 (Year 3), Option 2 (Year 4), and Option 3(Year 5)]. The Offeror shall include all fixed, variable, and incremental costs to refine and prepare product for Government inspection and acceptance.

**Tab 2 Delivery Charge (B.5):** The Offeror shall provide the proposed price for Delivery Charge per truck/tanker/trailer for Brackets 1-10 for each proposed CLIN. The Offeror shall include all fixed, variable, and incremental costs to deliver the product to the location specified on the tab for Government inspection and acceptance.

**Tab 4: Other Pricing (B.7):** The Offeror shall provide the Proposed Unit Price for each contract year [Base Year 1, Base Year 2, Option 1 (Year 3), Option 2 (Year 4), and Option 3 (Year 5)] for each of the items listed in the “Description” field for a proposed CLIN. An explanation of these items is provided as follows:

- **Rental:** This price shall include all fixed, variable, and incremental costs to transport and deliver helium when using contractor equipment and that equipment is retained at the delivery location for a minimum of one day. (See Section B.7)

- **Inability to Accept Delivery:** If the Government cannot accept a delivery, no product charges will be paid. The Offeror shall include all fixed, variable, and incremental costs associated with the roundtrip transportation when the Government is unable to accept a delivery. Price paid will be based on the mileage calculated from the primary production facility to the point of delivery. (See Section B.7)
**One Way Mileage:** The Offeror shall include all fixed, variable, and incremental costs associated with a trailer, tanker, dewar(s) or cylinder(s) drop off or pick up when the contractor is unable to haul another trailer, tanker, dewar(s) or cylinder(s) for half the route (also known as a dead-head or bob-tail run). Price paid will be based on the mileage calculated from the primary production facility to the point of delivery. (See Section B.7)

**Emergency Delivery:** The Offeror shall include all fixed, variable, and incremental costs associated with an emergency delivery on a per shipment basis. This includes additional labor and transportation costs anticipated to be incurred over and above normal delivery costs. Any product ordered with an Emergency delivery shall be paid at the unit price of the applicable product CLIN. (See Section E.1)

**Dewar Cooldown:** The Offeror shall include all fixed, variable, and incremental costs associated with dewar cooldown. (See Section B.7)

**Trailer/ISO Container Purge:** The Offeror shall include all fixed, variable, and incremental costs associated with trailer and ISO container purge. (See Section B.7)

**Demurrage:** Demurrage charges shall apply after the first four allotted hours of delivery and includes all fixed, variable, and incremental costs associated with the delivery vehicle and driver to remain onsite to continue offloading product. The demurrage charges will be in addition to normal product prices. (See Section B.7)

**Tube removal/replacement (Meet DOT Requirement):** The Offeror shall include all fixed, variable, and incremental costs associated with tube removal/replacement.

**ISO Module Mobilization:** The Offeror shall include all fixed, variable, and incremental costs associated with tube ISO Module Mobilization.

(c) **Period for acceptance of offers.** The Offeror agrees to hold the prices in its offer firm for 45 calendar days from the date specified for receipt of offers.

(End of Addendum to FAR 52.212-1)

**L.3 PROVISIONS INCORPORATED BY REFERENCE**

The following contract provisions are hereby incorporated by reference:

- FAR 52.204-7 System for Award Management (Oct 2018)
- FAR 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)
- FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)
- FAR 52.225-25 Prohibition on Contracting With Entities Engaging In Certain Activities or Transactions Relating To Iran—Representation and Certification (Aug 2018)

[End of Section]
SECTION M – EVALUATION FACTORS FOR AWARD

M.1 ADDENDUM TO FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)

FAR 52.212-2 has been tailored to revise and replace Paragraphs (a) and (b) as follows:

(a) The Government will award contracts resulting from this solicitation to the responsible Offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. This acquisition will be conducted using the policies prescribed in FAR 12, Acquisition of Commercial Items, in conjunction with the procedures of Part 15, Contracting by Negotiation, and award will be made using the lowest-price-technically-acceptable source selection process (as described in FAR 15.101-2).

Exchanges, if necessary, will be held according to the procedures set forth in this RFP and not the procedures prescribed in FAR Part 15 regarding exchanges with the Offerers, including but not limited to the processes and procedures associated with establishment of a competitive range. Exchanges between the Government and Offerors are undertaken with the intent of allowing the Offeror to revise its proposal in instances where the Government is unable to make a technical acceptability/unacceptability determination or to resolve issues related to pricing or terms and conditions.

Non-grouped CLINs 001, 002, 007, 025, 026, 031, and 032 will be individually competed. Award will be made on the basis of lowest evaluated price per CLIN for each proposal meeting or exceeding the acceptability standards for non-cost factors.

Grouped CLINs are as follows:

- **Group 1**: 003, 004, 005, 006 (CSBF, Fort Sumner NM and Palestine, TX)
- **Group 2**: 008, 009 (GRC, Cleveland and Sandusky OH)
- **Group 3**: 010, 011, 012, 013, 014 (GSFC, Greenbelt, MD)
- **Group 4**: 017, 018 (JPL, Pasadena, CA)
- **Group 5**: 019, 020 (JSC, Houston, TX)
- **Group 6**: 023, 024 (KSC, KSC, FL)
- **Group 7**: 027, 028 (MSFC, MSFC, AL)
- **Group 8**: 029, 030 (MAF, New Orleans, LA)
- **Group 9**: 015, 016 (GSFC, Greenbelt, MD and WFF, Wallops Island, VA)
- **Group 10**: 021, 022 (JSC, Houston, TX)

Grouped CLINs will be competed as a group. Award of each CLIN Group will be made on the basis of lowest evaluated combined price of all CLINs in the Group for each proposal meeting or exceeding the acceptability standards for non-cost factors. All CLINs within a Group must meet or exceed acceptability standards for non-cost factors to be determined technically acceptable.

The Government anticipates award of multiple contracts. Conditional pricing of individual CLIN(s) or group of CLIN(s) dependent on award of other CLIN(s) or group of CLIN(s) will not be accepted. Use of Price Adjustment for Variances in Government-Controlled Crude Helium Prices (Section B.4), Price Adjustment for Variances in Retailed On-Highway Diesel Fuel Prices (Section B.6) are mandatory; alternate pricing proposals will not be accepted.

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(1) The Government intends to evaluate the lowest priced proposal for each group/non-group of CLINs first, and if it is determined to be technically acceptable, then make award to that Offeror. If the lowest priced proposal is determined not technically acceptable, the Government will evaluate the second lowest priced proposal.

(2) In the event that the Government is unable to make a technical acceptability/unacceptability determination for the lowest priced proposal for a group/non-group of CLINs, the Government reserves the right to hold exchanges only with the lowest priced Offeror prior to evaluating the second lowest priced proposal.

(3) If after exchanges conclude and the lowest priced proposal is still lowest price and determined technically acceptable, award will be made to that Offeror. If after exchanges conclude and the lowest priced proposal is determined not technically acceptable, the Government will evaluate the second lowest priced proposal for technical acceptability. If after exchanges conclude and the first lowest priced proposal is no longer the lowest priced proposal (e.g. a change in price as a result of exchanges), the Government will evaluate the second lowest price proposal for technical acceptability. This process will continue until the lowest priced technically acceptable proposal is identified for each group/non-group of CLINs.

(4) When the Contracting Officer determines exchanges on matters unrelated to technical acceptability (e.g. industry terms and conditions such as a warranty clause or pricing omissions, discrepancies or other irregularities preventing the Government from determining an Offeror’s total evaluated price) to be necessary, the Government reserves the right to conduct exchanges to resolve these matters.

(5) The evaluated price for purposes of award of each group/non-group of CLINs will be calculated as follows:

Tab 1 (Helium Unit Price): The Government will multiply the Best Estimated Quantity on Tab 1 by the proposed Product Unit Price for each corresponding year. The sum of all 5 years will represent the proposed Total Estimated Product Price. For purposes of price evaluation, the Government will not adjust the Product Unit Price in accordance with Section B.4 (Price Adjustment for Variances in Government – Controlled Crude Helium Prices).

For evaluation purposes only, the Best Estimated Quantity for CLIN 017 will be 40,000 scf for Base Years 1 and 2, Option 1 (Year 3), Option 2 (Year 4), and Option 3 (Year 5). The Government will multiply the Best Estimated Quantity on Tab 1 by the proposed Product Unit Price for each corresponding year. The sum of all 5 years will be divided by five to obtain an average. This average will represent the proposed Total Estimated Product Price for CLIN 017. The Government is using an average for this CLIN due to the uncertainty of actual year of one delivery (refer to note 5 in Section B.2, Schedule of Supplies).

For CLIN 025, a Best Estimated Quantity of 480,000 liters is provided for Base Year 1, Option 2 (Year 4), and Option 3 (Year 5). Schedule changes could result in requirements shifting between years. Pricing is required for all years. Total Estimated Product Price is the sum of Proposed Product Unit Prices in Base Year 1, and Option Years 2 and 3, multiplied by the Best Estimated Quantity for the corresponding years. Since the BEQ for Base Year 2 and Option 1 (Year 3) is zero, the Government will evaluate those Proposed Product Unit Prices for unbalanced pricing only.
Tab 2 (Delivery Charge) The Government will evaluate the proposed Delivery Charge for each bracket for unbalanced pricing only.

Tab 3 (Delivery Charge Eval): For purposes of price evaluation, the Government will utilize the proposed Delivery Charge for Bracket 5 for all five years. Bracket 5 was selected for use based on the Government’s analysis of historical retail on-highway diesel fuel prices. The Government will multiply the Best Estimated Delivery Quantity per Year by the proposed Delivery Charge for Bracket 5 ($2.76-$3.35) from Tab 2 to arrive at the Total Estimated Annual Delivery Price. The Government will add the Total Estimated Annual Delivery Price for each contract year; this total will represent the proposed Subtotal CLIN Price.

For the purposes of price evaluation for CLIN 017, the Best Estimated Quantity per year will be 1 for Base Years 1 and 2, Option 1 (Year 3), Option 2 (Year 4), and Option 3 (Year 5). The Government will multiply the Best Estimated Delivery Quantity per Year by the proposed Delivery Charge for Bracket 5 ($2.76-$3.35) from Tab 2 to arrive at the Total Estimated Annual Delivery Price. The Government will add the Total Estimated Annual Delivery Price for each contract year and then divide by five to obtain an average; this total will represent the proposed Subtotal CLIN Price for CLIN 017. The Government is using an average for this CLIN due to the uncertainty of the actual year of the one delivery (refer to note 5 in Section B.2, Schedule of Supplies).

For purposes of price evaluation for CLIN 025, the Best Estimated Quantity is provided for Base Year 1, Option 2 (Year 4), and Option 3 (Year 5). The Government will multiply the Best Estimated Delivery Quantity per Year for Base Year 1, Option 2, and Option 3 by the proposed Delivery Charge for Bracket 5 ($2.76-$3.35) from Tab 2 to arrive at the Total Estimated Annual Delivery Price. The Government will add the Total Estimated Annual Delivery Price for Base Year 1, Option 2 (Year 4) and Option 3 (Year 5); this total will represent the proposed Subtotal CLIN Price for CLIN 025. Since the BEQ for Base Year 2 and Option 1 (Year 3) is zero, the Government will evaluate those proposed unit prices for unbalanced pricing.

Tab 4 (B.7- Other Pricing): The Government will multiply the Best Estimated Quantity per Year by the Proposed Unit Price for each corresponding year, and sum all five years to arrive at the Total Estimated Other Price. The Government will add the Total Estimated Other Price for each item within a CLIN; this total will represent the proposed Subtotal CLIN Price.

For the purposes of price evaluation for CLIN 017, the Government will multiply the Best Estimated Quantity per Year by the Proposed Unit Price for each corresponding contract year and sum all five years. The Government will then divide by five to obtain an average Total Estimated Other Price for each item within a CLIN. The Government will sum the Total Estimated Other Price for all items in the CLIN; this total will represent the proposed Subtotal CLIN Price for CLIN 017. The Government is using an average for this CLIN due to the uncertainty of actual year of one delivery (refer to note 5 in Section B.2, Schedule of Supplies).

For the purposes of price evaluation for CLIN 025, the Government will multiply the Best Estimated Quantity per Year for Base Year 1, Option 2 (Year 4), and Option 3 (Year 5) by the Proposed Unit Price by Year for the corresponding year and sum those to arrive at the Total Estimated Other Price for each of the items in the CLIN. The Government will add the Total Estimated Other Price for each item in the CLIN; this total will represent the proposed subtotal CLIN Price for CLIN 025. Proposed Unit Prices in Year 2 and Option 1 (Year 3) will not be calculated into the Total Estimated Other Price Subtotal. The Government will evaluate those Proposed Unit Prices for unbalanced pricing.
Tab 5 (Total Evaluated Price by CLIN): For evaluation purposes only, for each CLIN or Group of CLINs, the Government will add the Total Estimated Product Price (Tab 1) plus the Total Estimated Annual Delivery Price subtotal CLIN(s) (Tab 3) plus the Total Estimated Other Price subtotal CLIN(s) (Tab 4) to get the Total Estimated Price Tab 5 for each CLIN.

Tab 6 [Total Evaluated Price (Grouped/Non-Grouped CLINs)] The Government will add the Total Estimated Price (Tab 5) for each CLIN in the group to get to the Grouping Total on Tab 6. This will be the total evaluated price of grouped CLINs for purposes of award. The total evaluated price for non-grouped CLINs will automatically carry over from the associated CLIN on Tab 5.

(6) Technical acceptability will be determined from information submitted by the Offeror in response to Attachment 002. The Offeror shall provide sufficient details to show that the Offeror has the necessary capability to meet CLIN requirements stated in Attachment 001, Statements of Work. Technical acceptability of grouped CLINs will require technical acceptability of each CLIN within the group. Technical acceptability of non-grouped CLINs will be determined individually. Proposals will be rated as technically acceptable or unacceptable. Proposals failing to demonstrate that the Offeror has the necessary capability to successfully perform the requirements of a CLIN will be considered technically unacceptable for that CLIN.

Technically acceptability per CLIN:

- The following will be considered to determine technically acceptability for those CLINS wherein the Primary Production Facility and Primary Transfill Facility are separate facilities (where delivery takes place from the Primary Transfill Facility).

The Government will determine whether the Offeror is able to meet the CLIN production requirements based on the Offerors response to block 11, Primary Transfill Facility Attachment 002 (Capability Form). The Government will take into account the Offeror’s max daily/monthly production and storage capability of the Primary Transfill Facility. The Government will evaluate the Primary Production Facility to supply the Primary Transfill Facility. For multiple CLINs supplied by the same Primary Transfill Facility, the Government will evaluate the Primary Transfill Facility’s ability to support those multiple CLINs. For Primary Transfill Facilities supplied from the same Primary Production Facility, the Government will evaluate the Primary Production Facility ability to supply those Primary Transfill Facilities.

The Government will determine whether the Offeror is able to meet the CLIN distribution requirements based on the Offerors response to block 12, Distribution Information, of Attachment 002 (Capability Form). The Government will take into account the Offerors number of trucks/tankers/trailers, average truck/tanker/trailer capacity, and average number of drivers from the Primary Transfill Facility. For multiple CLINS supplied by the same Primary Transfill Facility, the Government will evaluate the Primary Transfill Facility’s distribution capability to support those multiple CLINs.

- The following will be considered to determine technically acceptability for those CLINS wherein the Primary Production Facility and Primary Transfill facility are the same facility.

The Government will determine whether the Offeror is able to meet the CLIN production requirements based on the Offerors response to block 10, Primary Production Facility Attachment 002 (Capability Form). The Government will take into account the Offeror’s max daily/monthly production and storage capability of the Primary Production Facility. For
multiple CLINS supplied by the same Primary Production Facility, the Government will evaluate the Primary Production Facility’s ability to support those multiple CLINs.

- The Government will determine whether the Offeror is able to meet the CLIN distribution requirements based on the Offerors response to block 12, Distribution Information, Attachment 002 (Capability Form). The Government will take into account the Offeror's number of trucks/tankers/trailers, average truck/tanker/trailer capacity, and average number of drivers from the Primary Production Facility. For multiple CLINS supplied by the same Primary Production Facility, the Government will evaluate the Primary Production Facility’s distribution capability to support those multiple CLINs.

(b) Options. Option years 1, 2, and 3 (contract years 3 through 5) will be evaluated as part of the total evaluated price detailed above. Evaluation of options will not obligate the Government to exercise the options.

(c) A written notice of award or acceptance of an 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.

(End of provision)

[End of Section]