

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 4200238749		PAGE OF 1 27	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK08238749Q		6. SOLICITATION ISSUE DATE 04/2/2008
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Lourdes Schroeder		b. TELEPHONE NUMBER (No collect calls) 321-867-0920		8. OFFER DUE DATE/LOCAL TIME 5/2/2008 1300 LT	
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899			CODE KSC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 325120 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: 1,000 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NT30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DO-C9	
15. DELIVER TO See B4.2. Delivery Point		CODE	16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Refer to delivery orders. See B3.1. for additional guidance.			
TELEPHONE NO.		CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	INCO TERMS 1: FOB INCO TERMS 2: Destination  Liquid Oxygen (LO2) for Stennis Space Center: See B4. Continuation of Block 20. Schedule of Supplies/Services  Continued ...  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: \_\_\_\_\_ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_  
 42b. RECEIVED AT (*Location*) \_\_\_\_\_  
 42c. DATE REC'D (*YY/MM/DD*) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

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## Section B: Continuation of Blocks from Standard Form 1449

**B1. Continuation of Block 7: For Solicitation Information Call****B1.1. Communications Regarding this Solicitation**

- (a) Questions or comments regarding this solicitation must be submitted in writing by April 23, 2008; cite the solicitation number, and be directed to Lourdes Schroeder at the following address: [lourdes.m.schroeder@nasa.gov](mailto:lourdes.m.schroeder@nasa.gov):

Oral questions will not be answered due to the possibility of misunderstanding and/or misinterpretation.

- (b) See Standard Form 1449, Block 20 (Page 1) for due date for receipt of questions. Questions or comments should be submitted within the time designated to allow for analysis and dissemination of responses in advance of the quote due date. Late questions or comments are not guaranteed a response prior to the quote due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.

**B2. Continuation of Block 8: Offer Due Date/Local Time****B2.1. Electronic Submission of Quote**

The entire quote shall be submitted electronically to the following email address: [lourdes.m.schroeder@nasa.gov](mailto:lourdes.m.schroeder@nasa.gov). The quote must be received by the due date specified in Block 8. of Standard Form 1449 (Page 1). Do not send a hardcopy of the quote. Hand or electronic signature on the Standard Form 1449 is not required. The submissions shall be prepared in either PDF or Microsoft Office 2000 or greater. The submitted file cannot exceed 4 megabytes.

**B3. Continuation of Block 18a: Payment will be made by****B3.1. Payment**

Invoices for payment shall be submitted after each calendar month of performance, or portion thereof, if applicable. The contractor shall ensure that all billings comply with this contract. Each item billed shall appear as a separate line on the invoice. Charges for temporary ancillary equipment and/or services shall be invoiced separately from cryogenic propellant deliveries.

The original and two copies of each invoice, together with two fully executed copies of each DD Form 250, or equivalent commercial document, with applicable weight ticket, shall be submitted to the appropriate office as designated on the delivery order document.

The contractor agrees to provide any additional information requested by the contracting officer or his appointed representative to substantiate billings from the contractor. A courtesy copy of the delivery orders and invoices shall be submitted to the Contracting Officer at the following address:

National Aeronautics and Space Administration  
John F. Kennedy Space Center

Mail Code: OP-OS  
 Attn: Contracting Officer/Contract #**TBD**  
 Kennedy Space Center, FL 32899

### B3.2. Funding

Funding will be provided by the delivery points identified in [B4.2. Delivery Points](#) through the issuance of delivery orders. The contractor shall not deliver product unless adequate funding has been obligated by a Contracting Point of Contact.

## B4. Continuation of Block 20. Schedule of Supplies/Services

### B4.1. Items to be Acquired

The contractor shall provide the necessary management, labor, facilities, tools, equipment, and materials to produce and deliver LO2 in accordance with the specification listed in [C1.1 Scope of Work](#).

### B4.2. Delivery Point

Delivery of LO2 shall be made to the Stennis Space Center, Bay St. Louis, MS (SSC)

### B4.3. Best Estimated Quantities

The following table reflects the Government's best estimated quantities and the contractor's delivered price per ton of LO2:

CLIN	Contract Period	Delivery Point	Specification MIL-PRF-25508G	Unit	BEQ	Price
01	JUL 01, 2008 to JUN 30, 2009	SSC	Type II, Grade A	Metric Ton	18,000.00	TBD

### B4.4. Conversion of LO2

- 1 Gallon of Liquid = 9.528 Pounds
- 1 Ton = 2,000 Pounds

## Section C: Contract Terms and Conditions – Addendum to FAR 52.212-4

**C1. Description/Specifications****C1.1. Scope of Work**

All LO2 delivered under this contract shall be provided in accordance with Military Specification MIL-PRF-25508G, Type II, Grade A, Propellant Oxygen dated November 21, 2006. This Specification is incorporated in Attachment 003.

**C2. Inspection and Acceptance****C2.1. Material Inspection and Receiving Report**

- (a) At the time of each delivery under this contract, the contractor shall furnish to the Government a Material Inspection and Receiving Report (MIRR), DD Form 250, or equivalent commercial document, prepared in triplicate (original and two copies). The contractor may submit a commercial document provided it contains equivalent information in the same level of detail as the DD250. If the contractor elects to use the DD Form 250, it shall be prepared in accordance with NASA FAR Supplement 1846.672-1. The contractor shall include with each MIRR a laboratory analysis report pertaining to each shipment.

The laboratory analysis shall be performed at the loading point of the conveyance for each shipment made under this contract. 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 DD Form 250, or equivalent commercial document.

The particulate test required by MIL-PRF-25508G (November 21, 2006), may be omitted provided a 10 micron nominal, 40 micron absolute, filter is used between the tanker fill manifold and each tanker. Analysis for particulates is not necessary because in-line filters within the commodity transfer lines accomplish particulate control.

Contractor shall overprint, in an appropriate space on each DD Form 250, or equivalent commercial form, any applicable tanker unloading demurrage invoiced in accordance with this contract. Such demurrage will 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) A Certificate of Conformance (C of C) shall 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 DD Form 250, or equivalent commercial document.

The Certificate of Conformance shall read as follows:

"I certify that on [insert date], the [insert contractor's name] furnished the supplies called for by Contract No. [insert contract no.] via [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements.

I further certify that the supplies are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification [part number] and are in the quantity shown on this or on the attached acceptance document.”

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

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

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

- (c) Upon delivery of product to the destination, each copy of the DD Form 250, or equivalent commercial document, 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.

A legible copy of the applicable contractor quantity delivered measurement ticket will be attached to each copy of the DD Form 250, or equivalent commercial document, submitted for each delivery. The quantity delivered measurement ticket shall include the associated shipment number and tanker number as cross reference to the DD Form 250, or equivalent commercial document. The foregoing documentation will be submitted with all invoices.

## C2.2. Product Integrity Control

- (a) The contractor shall furnish seals to prevent tampering with the propellant delivery tankers. The seals must easily identify any attempted tampering. The contractor shall seal all tankers prior to shipment.
- (b) The contractor shall maintain cleanliness of shipping container interfaces, transfer hoses and fittings. The contractor shall seal all drain and fill ports prior to shipment from the facility of origin.
- (c) 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.
- (d) Upon arrival at the receiving destination propellant interface, conveyances will be visually inspected by the receiving activity for hazardous conditions, cleanliness, and seal integrity. Any discrepancy is cause for rejection.

## C3. Deliveries or Performance

### C3.1. Delivery Point Access

- (a) Receiving Storage: Current containers in use include those which are listed below. However, each destination reserves the right to withdraw, change, or substitute receiving containers at anytime during the life of the contract. Stennis Space Center: See table below



Facility	Tank	Capacity (Gallons)	Loading Stations	Comments
B2	LO2/LN2	25,000.00	1	Normally LO2
E1	LO2	28,000.00	1	None
E2	LO2	3,000.00	2	To be replaced by 10,000 ton tank; date: TBD
E3	LO2/LO2	500.00	1	Normally LO2
Barges	LO2	95,000.00	6	6 tanks

(b) Normal Receiving Hours: Acceptance of product will normally be made Monday through Friday as shown below; however, under unusual circumstances, the contractor agrees to deliver product 7 days a week, including any and all holidays, and 24 hours a day. This is expected to happen no more than twice per year.

(1) SSC: 07:00 AM – 10:00 PM

### C3.2. Delivery Requirements

The contractor shall ensure the on-schedule delivery of liquid propellant ordered by the Government. The amount of delivery equipment shall be sufficient to allow for operational variations, maintenance, downtime, DOT requirements, and contingency provisions.

- (a) Delivery Capability: The contractor shall provide delivery capability for Government requirements to the specified delivery points as stated in [B4.2. Delivery Points](#). Delivery conveyances must comply with applicable DOT regulations. Delivery tankers shall be sized and designed for maximum delivery efficiency and safety. 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.
- (b) Scheduling: Loading and dispatching tankers shall be scheduled to assure arrival at destination during normal receiving hours as set forth in [C3.1. Delivery Point Access](#), unless otherwise directed. Under normal delivery conditions, the Government will provide a minimum of 24 hours notice prior to requiring delivery of ordered product(s).
- (c) Ancillary Equipment: Pursuant to FAR 52.212-4(c), Changes, ancillary equipment and services may be required to effect delivery of related fluids 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 will be notified of the ancillary requirement and will issue a contract modification with negotiated pricing.
- (d) Tanker Offloading Responsibilities: 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.

## C4. Contract Administration Data

### C4.1. Delivery Order Procedures

- (a) The Contracting Point of Contact will issue written delivery orders prior to the first day of the month, quarter, or other mutually acceptable period of time not-to-exceed one year. The delivery order will be issued in writing on a Standard Form 1449, or equivalent, and will include:
- (1) Estimated quantity of product to be delivered during the effective period of the order. The contractor shall not deliver more than this quantity without the prior approval of the contracting officer or his designated representative.
  - (2) Contract Number and Delivery Order Number and applicable CLIN(s).
  - (3) Period in which deliveries shall be made pursuant to such orders.
  - (4) Receiving destinations.
  - (5) Necessary shipping instructions, including "Mark For" data.
  - (6) The cumulative contract value and the total funds available.

Amendments to orders will be issued in writing on a Standard Form 30, or equivalent, in the same manner as original orders. In emergencies or special situations, the contracting officer may issue orders orally or by facsimile. The contracting officer will promptly execute a written delivery order to confirm all oral or facsimile orders.

- (b) A Request for Shipment (RFS) for propellant (LN2) supplies against the written delivery order and delivery schedules for each of the delivery points specified in [B4.2. Delivery Points](#), will be issued by the Requirements Point of Contact (RPC). All such RFS from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When a DPC makes a RFS against a delivery order issued as specified in paragraph (a) of this clause, the contractor agrees to proceed to effect such shipment as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. The normal receiving hours for the delivery points are specified in [C3.1. Delivery Point Access](#). 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.
- (c) Any unauthorized over-shipment of the total quantity on order will be solely at the contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

### C4.2. Government Points of Contact

- RPC: TBD
- Contracting Point of Contact: TBD

### C4.3. Contractor Points of Contact

Contractor will furnish one point of contact, and an alternate if the contractor so desires, to receive placement of Delivery Orders by the Government. The contact(s) will also be used by the RPC, to place RFS against Government authorized delivery orders.

(a) Primary point of contact:

Name:

Phone:

FAX:

Address line 1:

Address line 2:

Address line 3:

Address line 4:

(b) Alternate point of contact:

Name:

Phone:

FAX:

Address line 1:

Address line 2:

Address line 3:

Address line 4:

The contractor will advise the contracting officer, within 15 calendar days, of any changes in the above.

### C4.4. Plant Source

The contractor shall identify the primary manufacturing plant that will produce and deliver LO2 to the delivery point. This will be the shipping point used to determine any charges accrued due to the Government's inability to accept deliveries. The contractor may also identify any alternate plants that could be used in performance of this contract.

(a) Primary Plant Source:

(1) Maximum daily production:

(2) Maximum monthly production:

(3) Maximum fixed storage:

(4) Other Information

(i) Plant address:

Line 1:

Line 2:

Line 3:

Line 4:

- (ii) Point of contact:
  - Name:
  - Telephone:
  - Email:
  - FAX:
- (b) Alternate Plant Source (Optional):
  - (1) Maximum daily production:
  - (2) Maximum monthly production:
  - (3) Maximum fixed storage:
  - (4) Other information
    - (i) Plant address:
      - Line 1:
      - Line 2:
      - Line 3:
      - Line 4:
    - (ii) Point of contact:
      - Name:
      - Telephone:
      - Email:
      - FAX:

## **C5. Special Contract Requirements**

### **C5.1. 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 cryogenic propellant to the Government, such as a plant outage (scheduled or unscheduled), 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 will be confirmed in writing, in appropriate detail. Except as otherwise provided in this contract, the cost of data to be furnished in response to this contract is included in the price of this contract.

### **C5.2. Scheduled Plant Outages and Annual Turn-Around Maintenance**

The contractor may schedule plant outages as required; however, during these outages, the contractor shall continue to deliver Government ordered cryogenic propellants from contractor storage, or from another contractor production facility. The contractor shall provide written notice to the contracting officer at least 30 days prior to enacting such outages.

### C5.3. Unforecasted Destinations

The contractor shall deliver product to destinations that are not specified in the contract when requested by the contracting officer. Orders to unforecasted destinations are subject to the limitations set forth in Delivery-Order Limitations. The contractor shall bill the Government the product price per ton and the transportation price per mile round-trip for such deliveries to unforecasted destinations. The contractor shall base actual miles traveled over the most direct and economical route available, utilizing mileage based on the current issue of the Rand-McNally Practical Routing Mileage Guide. Any alternate means of mileage measurement utilized shall have prior written approval of the contracting officer.

When a requirement to an unforecasted destination becomes known, the contracting officer has the authority to contract with any source to obtain the lowest price to the Government, (i.e., delivered product price to requiring location).

The transportation price/mile for unforecasted destinations stated in [Attachment 001. RFQ Priced Sheet](#) shall also be used to compute the transportation price for the Government's inability to accept delivery in accordance with [C5.5. Government's Inability to Accept Delivery](#).

### C5.4. Demurrage

The Government will pay the contractor demurrage for all delays in unloading propellant delivery tankers in excess of three (3) 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 is scheduled for the same arrival time, demurrage charges shall begin three hours after arrival time of the last trailer in the group, and end at the release of the last trailer in the group. This unloading demurrage charge will be paid the contractor per quarter-hour or fraction thereof. No demurrage charges will be billed or paid for the loading of any propellant delivery tankers. If the free time has been exceeded, the driver, upon leaving the site, will 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 will sign such documentation and will request the consignee to do likewise. A copy thereof, as proof of delay, will accompany all invoices for demurrage. Reasons for such delay shall be annotated in Block 23C of the DD Form 250, or in an appropriate place on equivalent commercial document, and signed by the driver.

Contractor will ensure that all deliveries from a multi-source operation will be effected at the lowest overall cost to the Government.

### C5.5. Government's Inability to Accept Delivery

When the contractor makes a delivery to a single destination and the tanker 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 set forth below at the transportation price/mile for unforecasted destinations set forth in [C5.3. Unforecasted Destinations](#). The round-trip mileage from the primary plant source identified in [C4.4. Plant Source](#) to each specified

receiving destination shall be based on the current Rand-McNally Practical Routing Mileage Guide.

#### C5.6. Determination of Billing

The delivered product price per unit includes all product and transportation costs for the quantities delivered and accepted. The unit price shall be F.O.B. destination. Scales or meters used in determining weight or volume 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. Such scales or meters shall be calibrated annually and records of this calibration shall be maintained for a minimum of one year and made available to the contracting officer or designated representative upon request.

After delivery of product, quantity delivered in units measured by scale or meter shall be annotated on DD form 250, or equivalent commercial document. If units measured by scale or meter are not tons then the quantity delivered shall be converted into tons and also annotated. An employee of the receiving destination will acknowledge receipt of the shipment and indicated quantity by executing a dated signature in Block 22 of the appropriate DD Form 250, or equivalent commercial document.

The contractor's method of product measurement must be acceptable to the contracting officer.

### C6. Other Contract Clauses

#### C6.1. 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 after 30 days.

#### C6.2. 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): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>. NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)
- FAR 52.211-16 Variation in Quantity (Apr 1984)  
Insert: (b) 10 Percent increase. 10 Percent decrease. This increase or decrease shall apply to all deliveries.
- FAR 52.216-18 Ordering (Oct 1995)  
Insert: (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 stated in [B4.3. Best Estimated Quantities](#).
- FAR 52.216-19 Order Limitations (Oct 1995)
- FAR 52.216-22 Indefinite Quantity.  
FAR 52.243-1 Changes - Fixed Price (Aug 1987)
- FAR 52.246-2 Inspection of Supplies - Fixed-Price (Aug 1996)
- FAR 52.247-34 FOB Destination (Nov 1991)
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- NFS 1852.223-75 Major Breach of Safety or Security (Feb 2002)
- NFS 1852.225-70 Export Licenses (Feb 2000)  
Insert: (b) The contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance

of this contract, including instances where the work is to be performed on-site at delivery points specified in [B4.2. Delivery Points](#), where the foreign person will have access to export-controlled technical data or software.

- NFS 1852.219-76 NASA 8 Percent Goal (Jul 1997)
- NFS 1852.242-70 Technical Direction (Sep 1993)

#### C6.3. NFS 1852.215-84 Ombudsman (Oct 2003)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Mr. James E. Hattaway, Jr; Kennedy Space Center, Mail Code: AA-B, Kennedy Space Center, FL 32899; Telephone Number: (321) 867-2346; FAX: (321) 867-8807; Email: James.E.Hattaway@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

#### C6.4. NFS 1852.223-70 Safety and Health (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The contractor shall take all reasonable safety and occupational health measures in performing this contract. The contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The contractor shall take, or cause to be taken, any other safety, and occupational health measures the contracting officer may reasonably direct. To the extent that the contractor



may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

- (d) The contractor shall immediately notify and promptly report to the contracting officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the contracting officer a report, in such form as the contracting officer may require, of the investigative findings and proposed or completed corrective actions.
- (f)
  - (1) The contracting officer may notify the contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the contracting officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the contracting officer shall notify the contractor orally, with written confirmation. The contractor shall promptly take and report any necessary corrective action.
  - (2) If the contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the contracting officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
  - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the contractor must notify and provide the basis for the determination to the contracting officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the contracting officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the contractor. NASA and the contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the contractor shall submit for NASA concurrence -
- (1) Written hazardous operating procedures for all hazardous operations; and/or
  - (2) Qualification standards for personnel involved in hazardous operations.

#### Section C: Contract Terms and Conditions Continued – FAR 52.212-5

##### C6.5. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Mar 2007)

- (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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553)

- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)
- (b) The contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1)  52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2)  52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3)  52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)  [Reserved]
- (5)
- (i)  52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii)  Alternate I (Oct 1995) of 52.219-6.
- (iii)  Alternate II (Mar 2004) of 52.219-6.
- (6)
- (i)  52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii)  Alternate I (Oct 1995) of 52.219-7.
- (iii)  Alternate II (Mar 2004) of 52.219-7.
- (7)  52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)
- (i)  52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
- (ii)  Alternate I (Oct 2001) of 52.219-9.
- (iii)  Alternate II (Oct 2001) of 52.219-9.
- (9)  52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)  52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)
- (i)  52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii)  Alternate I (June 2003) of 52.219-23.
- (12)  52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13)  52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14)  52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15)  52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (16)  52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (17)  52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (18)  52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (19)  52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (20)  52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (21)  52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (22)  52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (23)
- (i)  52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii)  Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (24)  52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (25)
- (i)  52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii)  Alternate I (Jan 2004) of 52.225-3.
- (iii)  Alternate II (Jan 2004) of 52.225-3.
- (26)  52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (27)  52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (28)  52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (29)  52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (30)  52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31)  52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (32)  52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (33)  52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (34)  52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (35)  52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (36)
- (i)  52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii)  Alternate I (Apr 2003) of 52.247-64.
- (c) The contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1)  52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
- (2)  52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3)  52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4)  52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the contractor's directly pertinent records involving transactions related to this contract.

- (2) The contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
    - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
    - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
    - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
    - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
  - (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## Section D: List of Document, Exhibits, and other Attachments

Document Name	Pages
Attachment 001. RFQ Priced Sheet	01
Attachment 002. PIV Card Issuance Procedures	04
Attachment 003. Military Spec MIL-PRF-25508G	11

## Section E: Solicitation Provisions

### **E1. Instructions, Conditions, and Notices to Quoters**

#### **E1.1. FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a fixed-price requirements contract resulting from this solicitation.

#### **E1.2. 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 this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>. NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

- FAR 52.211-14 Notice of Priority Rating for National Defense Use
- FAR 52.216-27 Single or Multiple Awards

#### **E1.3. NFS 1852.233-70 Protests to NASA (Oct 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the contracting officer. As an alternative to the contracting officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

#### **E1.4. NFS 1852.223-73 Safety and Health Plan (Nov 2004) – Alternate I (Nov 2004)**

- (a) The apparent low bidder, upon request by the contracting officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the contracting officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the



NASA workforce (including contractor employees working on NASA contracts), and high-value equipment and property.

- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
  - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
  - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
  - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the contracting officer, will be included in any resulting contract.

#### E1.5. Quote Preparation

The quoter shall provide all price information required on [Attachment 001. RFQ Priced Sheet](#) that follows these instructions. Do not enter pricing information in [B4.3 Best Estimated Quantities](#). Quoter shall complete attachment as follows:

- (a) Table 001. Priced Quote
  - (1) Quoter shall enter their product price per ton for delivery of LO2 to supply the delivery point's requirements. The price shall include all product costs, storage, transportation, indirect costs, and profit as applicable. Quotes that fail to state a product unit price will be considered a "no-quote" for the requirement. Bidders shall enter the city and state of the plant source (transfill, distribution, or refinery) that will service the delivery point.
- (b) Table 002. Demurrage: Quoter shall complete the demurrage sheet by inserting the applicable demurrage terms as appropriate. Any special conditions regarding demurrage shall be explained by the quoter.
- (c) Table 003. Inability to Accept Delivery: Quoter shall complete the table by inserting the applicable information in the appropriate fields. Quoter shall enter round-trip miles between the primary plant source and the receiving destination based on the current Rand-McNally Practical Routing Mileage Guide. Quoter shall enter their transportation price per mile.
- (d) Table 004. Unforecasted Destinations: Quoter shall insert the applicable information in the appropriate fields.
- (e) Table 005. Discount Terms: Quoter shall enter discount terms. If no discount is provided, enter NT30 (Net 30 days) in the discount field.

## E1.6. Evaluation

Selection and award will be made to the lowest priced quoter with acceptable past performance as described below.

(a) Lowest price

Award will be based on the lowest evaluated price based on the best estimated quantities specified in [Attachment 001. RFQ Priced Sheet](#). Quoter is advised that the Government will determine the lowest price for requirements by multiplying the quoter's unit price times the best estimated quantities.

(b) Past Performance

- (1) Past performance information should identify the three most relevant contracts performed one year (minimum) prior to issuance of this solicitation for the same or similar requirement. As a minimum, past performance references should include the following:
  - (i) Brief narrative of work performed and an explanation of what aspects of the contract is deemed relevant to the proposed effort; customer (company name); contract number; performance period; total contract value; technical point of contact and phone number; and business point of contact and phone number.
  - (ii) The quoter has both the duty and discretion to determine which of its prior contracts are most relevant to the currently described requirements. If the quoter is unable to submit three relevant contracts for past performance evaluation, it may submit a lesser number. If the quoter possesses no relevant past performance, it should affirmatively state this fact. If applicable, the quoter shall also provide information on problems encountered on the identified contracts and the quoter's corrective actions.
- (2) The Government may obtain additional information for use in the evaluation of past performance from any source, including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. This information may include reviewing the Past Performance Information Retrieval System (PPIRS) or past performance information from any source whatsoever.

Although the Government has the ability to seek information from any source, this does not place any duty upon the Government to locate past performance information. The burden of providing all such information is always upon the quoter in question.

The ability of the Government to seek past performance information from any source is not limited by any restrictions upon the quoter in the solicitation regarding the number or nature of contracts to be submitted for review. For example, if the solicitation limits each quoter to submitting three relevant contracts performed during the past two years, the Government may nevertheless independently locate and evaluate four contracts performed by the quoter in the past three years.

The Government will seek to engage in an even-handed and fair evaluation process; however the Government has absolutely no obligation to engage in "equal"

comparisons of past performance of all quoters. For example, if the Government receives information from outside sources regarding the past performance of two additional contracts of a quoter, the Government is not then obligated to search for the past performance of two additional contracts for every other quoter.