SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 4200225415

PAGE 1 OF 65

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NNK08225415R

6. SOLICITATION ISSUE DATE: 11/14/2007

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Lourdes Brown
b. TELEPHONE NUMBER (No collect calls): 321-867-00920

8. OFFER DUE DATE/LOCAL TIME: 12/10/2007 1500 LT

9. ISSUED BY CODE: KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

10. THIS ACQUISITION IS
☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 325120
SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☒ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: DO-C9

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE:

N/A

16. ADMINISTERED BY CODE: KSC

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: Destination				
001	Procurement of Michoud Assembly Facility (MAF)and JSC White Sands Test Facility, Las Cruces NM Helium Requirements See B4.1. ITEMS TO BE ACQUIRED				
	DUE DATE FOR COMMENTS: December 5, 2007; 1630 LT.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ☒ ARE ☐ ARE NOT ATTACHED
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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.

☐ 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)*: Lourdes Brown

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 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

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	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ 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		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	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 shall not be directed to the technical activity personnel. Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following email address: lourdes.brown-1@nasa.gov. Oral questions will not be answered due to the possibility of misunderstanding 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 proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

B2. Continuation of Block 8: Offer Due Date/Local Time

B2.1. KSC 52.214-90 Delivery Instructions for Bids/Proposals (Aug 2005)

(a) Delivery Address: All offers shall be delivered to the address listed below on or before the date and time set forth on Block 8 (page 1) for receipt of proposals.

HQ Building, Mailstop OP-OS
Attention: Lourdes Brown / NNK08225415R
Kennedy Space Center, Fl 32899

(b) Hand-Delivered Offers: Offerors are responsible for assuring that hand-carried offers are received at the mailstop listed above on or before the proposal due date and time.

(c) Late Delivery of Offers: Late offers will be processed in accordance with FAR 52.212-1(f).

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, no later than the 10th day of the following month for actual worked performed on the previous month. The Contractor will ensure that all billings comply with this contract. Each item billed will appear as a separate line on the invoice. Charges for temporary ancillary equipment and/or services will be invoiced as a separate line item from helium deliveries. Invoices or associated backup material must be of sufficient detail to allow customer validation/verification of demurrage charges for trailers, tankers, dewars or cylinders using serial numbers or other ID/tracking numbers.

The original and two copies of each invoice, together with two fully executed copies of each Material Inspection and Receiving Report (MIRR) (with applicable weight ticket or pressure/temperature reading) or equal (see C2.1. Material Inspection and Receiving Report) will be submitted by the contractor to the Delivery Point's Requirement Point of Contact (RPC)

specified in Attachment 003. Requirements and Contract Pricing for certification of receipt. The invoice will then be forwarded by the certifying RPC to the Delivery Point's Finance Point of Contact (FPC) for payment, with a copy provided to the Delivery Point Contracting Point of Contact (CPC). Two courtesy copies of the certified invoice must be forwarded to:

National Aeronautics and Space Administration
John F. Kennedy Space Center
TA-E3/Attn: Tom Elam
Kennedy Space Center, FL 32899

And

National Aeronautics and Space Administration
John F. Kennedy Space Center
Mail Code: OP-OS/Attn: Contracting Officer/Contract #TBD
Kennedy Space Center, FL 32899

These two courtesy copies must be submitted by the Delivery Points FPC or the FPC may delegate this responsibility to the RPC certifying the invoice or the CPC. The Contractor agrees to provide any additional information requested by the Points of Contact specified in Attachment 003. Requirements and Contract Pricing to substantiate billings from the Contractor.

B3.2. Funding

Funding will be provided by the delivery points identified in Attachment 002. Delivery Points through the issuance of delivery orders. The contractor shall not deliver product unless adequate funding has been obligated by a Contracting Officer or an authorized Contracting Point of Contact (CPC) for each delivery point.

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 helium as specified in Attachment 003. Requirements and Contract Pricing.

Section C: Contract Clauses – Addendum to FAR 52.212-4

C1. Description/Specifications

C1.1. Scope of Work

The Contractor shall produce and deliver provide helium as specified in Attachment 003. Requirements and Contract Pricing in accordance with Performance Specification MIL-PRF-27407C, "Propellant Pressurizing Agent, Helium," dated November 29, 2006, unless otherwise specified in the attachment as "high purity" or "ultra high purity". This specification is incorporated by reference.

To obtain a copy of this document, contact:

John F. Kennedy Space Center, NASA
Specification and Standards Section, Library – S
Kennedy Space Center, FL 32899

Telephone: (321)867-3603 (collect calls will not be accepted)

C1.2. Routine Requirements and Best Estimated Quantities

The routine requirements indicate a quantity that is expected to be requested in the time period indicated (e.g., weekly, monthly, etc.); however, deliveries are based on the nature of usage and are not necessarily required every week or month of the year (e.g., if a user requires helium for a test program, typically the test program will not be 52 weeks per year).

Best Estimated Quantity (BEQ) reflects estimated total yearly usage at a location. At some locations, where due to the nature of their operations there is a requirement for a steady delivery of helium, the Best Estimated Quantity reflects an extension of the routine requirement thru the entire year. For other locations, where deliveries are not required on a steady basis, the Best Estimated Quantity reflects the estimated total yearly usage based on anticipated operational requirements for that location.

C1.3. Period of Performance

The period of performance of this contract is a 9-month base period from January 1, 2008 to September 30, 2008; and a 12-month option period from October 1, 2008 to September 30, 2009.

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 three copies (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, or equivalent commercial document, a laboratory analysis report pertaining to each shipment.

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, as long as the dewars are filled directly from a liquid helium tanker (and not some 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 DD Form 250, or equivalent commercial document.

Contractor shall overprint, in an appropriate space on each DD Form 250, or equivalent commercial form, any applicable tanker unloading demurrage involved 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 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 number _[insert contract number]_ 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 MIRR, 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.

(d) A legible copy of the applicable Contractor certified weight ticket or pressure/temperature readings will be attached to each copy of the MIRR, or equivalent commercial document,

submitted for each delivery. The certified weight ticket or pressure/temperature readings shall include the associated shipment number and tanker/trailer number as cross reference to the MIRR, 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 bulk gas tube trailers and bulk liquid tankers. The seals must easily identify any attempted tampering. The contractor shall seal all conveyances prior to shipment.

(b) The Contractor shall clean and seal all drain and fill ports prior to shipment from the facility of origin. The cleanliness integrity of transfer hoses and fittings shall be maintained by the Contractor.

(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 delivery point interface, conveyances will be visually inspected by the receiving activity for hazardous conditions, cleanliness, and seal integrity. Any discrepancy is cause for rejection.

C2.3. Quality Assurance, Inspection and Acceptance

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.

Any delivery point will have the option to sample a specimen of the 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 MIL-PRF-27407C requirements, the load will not be accepted and will be returned to the Contractor's 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.

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 and for 180 days after delivery of the item(s).

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. Final inspection and acceptance shall be accomplished at the receiving destination. Acceptance shall be accomplished subject to the "Method of Measurement for Billing" procedures stated in C5.5. Method of Measurement for Billing. Acceptance shall occur upon signoff by the receiving destination on the appropriate MIRR, or equivalent commercial document,.

C3. Deliveries or Performance

C3.1. Delivery Requirements

The Contractor shall ensure the on-schedule delivery of helium 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 destinations as stated in Attachment 003. Requirements and Contract Pricing. Delivery conveyances must comply with applicable DOT regulations. Delivery conveyances 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 of delivery conveyances shall be scheduled to assure arrival at destination during normal receiving hours at the respective delivery points as set forth in the attachment identified in paragraph (a) of this clause unless otherwise directed.

(c) Conveyance Purging and Cool-Down: 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) Ancillary Equipment: Pursuant to FAR 52.212-4(c), Changes, ancillary equipment and services may be required to effect delivery of helium to satisfy Government requirements. Ancillary equipment and services include temporary helium storage vessels, liquid-to-gas conversion units (receivers, pumps, vaporizers, and associated piping), and other equipment to support related helium requirements under this contract. Maintenance of Government Furnished Equipment (GFE) is the responsibility of the Government user location. Services such as routine maintenance, repairs, inspections, and/or DOT required certifications for GFE containers may be obtained under this contract.

(e) Tanker Off-loading Responsibilities: The Contractor shall provide trained personnel necessary for off-loading product from the delivery conveyance to the delivery point interface. User locations will provide personnel to operate facility equipment. During off-loading, the Contractor shall operate the conveyance in accordance with approved procedures.

C3.2. Government's Inability to Accept Delivery

When the contractor makes a delivery to a single destination and the delivery conveyance cannot be accepted due to receiving facility 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 paid for the round-trip mileage from the source to the receiving point, based on the current Rand-McNally Practical Routing Mileage Guide.

C3.3. Failure to Deliver

Subject to provisions of FAR 52.212-4(m), Termination for Cause, the Government reserves the right to mitigate any contractor caused failure to deliver.

(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 prices agreed to in this contract.

(b) If such deficient quantities are not so supplied, the Government may acquire helium from other sources to the level of the quantities deficient, and the Contractor will pay the Government the difference between the delivered price from such other source and the applicable delivered price under this contract.

(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.

C4. Contract Administration Data

C4.1. Delivery Order Procedures

(a) The Contracting Officer or authorized Contracting Point of Contact (CPC) for the respective delivery points specified in Attachment 003. Requirements and Contract Pricing will issue written delivery orders (DOs) to cover the delivery point's projected requirement for the period. The DOs will be issued in writing 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 the respective CPC.

(2) Contract Number and Delivery Order Number.

(3) Period in which deliveries shall be made pursuant to such orders.

(4) Receiving destination(s).

(5) Necessary shipping instructions, including "Mark For" data.

(6) The delivery order value and the total funds available.

(b) Amendments to delivery orders will be issued in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or its designated CPC may issue orders orally or by facsimile. The Contracting Officer or its

designated CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.

(c) The Contracting Officer or its designated CPC will send 2 copies of all delivery orders and amendments to:

NASA/KSC
Mail Code: TA-E3/Attn: Tom Elam
Kennedy Space Center, FL 32899

And

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

(d) A Request for Shipment (RFS) for helium supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at each of the delivery points specified in the attachment identified in paragraph (a) of this clause. All such RFSs 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 take precedence. When an RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product 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 the attachment identified in paragraph (a) of this clause. 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.

(e) Unless otherwise specified in the attachment identified in paragraph (a) of this clause a verbal RFS against the written DO will be placed by the RPC via telephone with a minimum of 72 hours notice. Any verbal RFS will be promptly documented in writing by the RPC, and a copy will be placed in the file with the corresponding delivery order .

(f) The contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide 2 copies of certified invoices to the addresses in paragraph (c) above.

(g) In the event of a conflict, the contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.

C4.2. Points of Contact for Order Placement

Contractor will furnish one point of contact, and an alternate if the Contractor so desires, for the placement of Delivery Orders by the Government. The contact(s) will also be used by the Requirement Point of Contact(s), to place Requests For Shipment 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 shall promptly advise, within 7 work days, the contracting officer of any changes in the above.

C4.3. Plant Source

The Contractor shall identify the primary manufacturing plant that will produce and deliver helium to the delivery points. In accordance with C2.2. Product Integrity Control, 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 helium to the Government, such as a conveyance malfunction, or of any other occurrence in which the Government could reasonably be expected to have an interest by virtue of this contract. The contractor shall confirm said Flash Reports timely, in writing, and in appropriate detail.

C5.2. Compliance with Helium Privatization Act of 1996

(a) The Contractor shall comply with the Helium Privatization Act of 1996. 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.

(b) 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."

C5.3. Conversion Factors for Helium

1.0000 LB = 3.631 Liters = 0.9590 Gallons = 96.720 SCF

0.2754 LB = 1.000 Liters = 0.2642 Gallons = 26.630 SCF

1.0420 LB = 3.785 Liters = 1.0000 Gallons = 100.820 SCF

C5.4. Contract Price Adjustments 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 (Secretary) in the spring prior to each Government fiscal year (Oct.1 – Sep 30). Estimated future-year crude helium prices are provided in this solicitation 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 provision 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 two (2) percent or more.

(b) Baseline and Adjustment Thresholds – The following table presents the estimated and actual crude helium prices and the adjustment thresholds for determining whether contract prices will be adjusted.

Crude Helium Prices*				
Gov't Fiscal Year	Estimate	Downward Adjustment Threshold	Actual	Upward Adjustment Threshold
2008	N/A	N/A	60.50	N/A
2009	63.50	62.23	TBD	64.77

*Prices are for 1,000 standard cubic feet (MSCF).

(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. If so, the Contracting officer will compute adjusted contract prices, notify the contractor, and amend the contract accordingly. Product price adjustments will be computed using the following formulas.

(1) Step 1: Computation of adjustment factor for one SCF

AF = (A-E)/1000

Where,

AF = Adjustment factor

A = Actual value from table in Section (b)

E = Estimate value from table in Section (b)

(2) Step 2: Computation of adjusted contract product prices

(i) 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 price from Attachment 003

AF = Adjustment factor from Step 1

(ii) Where the contract product item price is based upon a liter unit of sale:

ACPP = CPP + (AF x 26.63)

Where,

ACPP = Adjusted contract product price

CCP = Contract product price from Attachment 003

AF = Adjustment factor from Step 1

C5.5. 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-tenth of one 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

(i) 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.

(ii) 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. Conversion factors in accordance with C5.3. Conversion Factors for Helium will be applied to convert the weight to liters.

(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 residual credit as specified in Attachment 011. Residual Credit. Conversion factors as cited in paragraph (a)(ii)(A) of this clause will be applied to convert the weight to liters.

(C) A copy of the contractor certified weight ticket(s), with shipment number and trailer/container number affixed, will accompany the MIRR, or equivalent commercial document, for payment.

(2) Liquid helium dewars

(i) The scales at the contractor fill location will be the preferred scales for determining the weight of LHe 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.

(ii) 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 MIRR, or equivalent commercial document, 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.

(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.

C1.1. Residual Credit

(a) For bulk liquid helium deliveries in liquid helium tankers the contractor shall provide a credit to the delivery point for residual liquid helium remaining in bulk liquid helium tankers upon return to the contractor. The amount of the residual credit shall be calculated as follows:

(1) If the weight of the returned helium is equal to or less than 1550 pounds, in accordance with C5.5. Method of Measurement for Billing, the residual credit will be computed by multiplying the amount of returned helium, (converted to liters using the conversion rates stated in C5.3. Conversion Factors for Helium), by the price stated in paragraph (b)(2) of this article for the appropriate Contract Year.

(2) If the weight of the returned helium is greater than 1550 pounds, in accordance with C5.5. Method of Measurement for Billing, the residual credit will be limited to 1550 pounds. The residual credit is computed by multiplying 1550 pounds (converted to liters using the conversion rates stated in C5.3. Conversion Factors for Helium), by the price stated in paragraph (b)(2) of this article for the appropriate Contract Year

(3) The weight of returned helium in the tanker shall be documented after pickup. The amount of returned helium shall be determined in accordance with C5.5. Method of Measurement for Billing." Conversion rates identified in C5.3. Conversion Factors for Helium will be used to convert the weight to liters.

(4) Examples:

(i) Example 1: Contractor picks up tanker with 1360 pounds remaining. Residual credit for 1360 pounds is calculated in accordance with paragraph (a)(1) above.

(ii) Example 2: Contractor picks up same trailer with 1740 pounds remaining. Residual credit is calculated in accordance with paragraph (a)(2) above and is limited to 1550 pounds.

(b) For bulk gaseous helium deliveries in tube trailers the contractor shall provide a credit to the delivery point for residual gaseous helium remaining in bulk gas tube trailers upon return to the contractor. The amount of the residual credit shall be calculated as follows:

(1) If a delivery point uses, takes or otherwise offloads at least 80 percent of the bulk gas trailer's original volume, then the residual credit will be computed by multiplying the amount of residual helium, in SCF, remaining in the trailer by the delivered price stated in Attachment 003. Requirements and Contract Pricing for the applicable delivery point. Original volume is defined as the volume of the trailer when loaded for shipment at the contractor's refinery or transfill facility and tendered for receipt by the delivery point.

(2) If the delivery point uses, takes or otherwise offloads less than 80 percent, of the bulk gas trailer's original volume, then the residual credit will be computed at a

reduced rate by multiplying the amount of residual helium, in SCF, remaining in the trailer by the price established in subject table in Section J.

(3) The volume of helium in the tube trailer shall be documented prior to drop off at the delivery point and again at pickup. The amount of volume shall be determined in accordance with C5.5. Method of Measurement for Billing. The use, take or offload is the difference between the two volumes. To convert to a percentage, divide the use, take or offload by the original volume at drop-off.

(4) Examples:

(i) Example 1: Contractor drops off trailer containing 190,000 SCF. Contractor later picks up same trailer with 20,000 SCF remaining. The use, take or offload is 170,000 SCF, or 89.5 percent of original volume. Residual credit for 20,000 SCF is calculated per paragraph (b)(1) above.

(ii) Example 2: Contractor drops off trailer containing 200,000 SCF. Contractor later picks up same trailer with 75,000 SCF remaining. The use, take or offload is 125,000 SCF, or 62.5 percent of original volume. Residual credit for 75,000 SCF is calculated per paragraph (b)(2) above.

C5.7. Unforecasted Requirements

(a) The government reserves the right to obtain helium supplies on an F.O.B origin basis. These unforecasted requirements may be of a temporary or recurring nature. The contractor's F.O.B origin price for liquid and gaseous helium and the transportation charged per mile from the F.O.B origin point to unforecasted destinations for each contract year is established in subject table in Section J.

(b) The government will notify the contractor at least 10 days prior to establishing a new delivery point. The government and the contractor will mutually agree on the distance in miles between the F.O.B origin point and the new delivery point using the Rand McNally Practical Routing Mileage Guide.

(c) The contractor may refuse to service an unforecasted destination, by sending written notice to the contracting officer within 10 days of receiving the government's notice to establish the unforecasted destination. Once the contractor initiates service to an unforecasted destination, the right to refuse is no longer applicable.

(d) The contractor may propose a standard firm-fixed price schedule which would be valid at all transfill/distribution points, or identify multiple firm-fixed price schedules using Attachment 010. Unforcasted Requirements, and identifying their multiple points of origin. Residual Credit shall apply.

C6. Other Contract Clauses

C6.1. FAR 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2002)

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

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 http://www.nm.blm.gov/amfo/documents/suppliers.html.

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 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.

C6.2. 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 10 days.

C6.3. FAR 52.247-66 Returnable Cylinders (May 1994)

(a) Cylinder, referred to in this clause, is a pressure vessel designed for pressures higher than 40 psia and having a circular cross section excluding a portable tank, multi-tank car tank, cargo tank or tank car.

(b) Returnable cylinders shall remain the Contractor's property but shall be loaned without charge to the Government for a period of 60 days (hereafter referred to as loan period) following the day of delivery to the f.o.b. point specified in the contract. Any cylinder not returned within the loan period shall be charged a daily rental beginning with the first day after the loan period expires, to and including the day the cylinders are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or made available for delivery to the Contractor's designated carrier (if the original delivery was f.o.b. destination). The Government shall pay the Contractor a rental of $_____ [*Offeror shall insert dollar amount for rental and include in the proposal*] per cylinder, per day, computed separately for cylinders by type, size, and capacity and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of replacement value per cylinder specified in paragraph (c) of this clause.

(c) For each cylinder lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value, less the allocable rental paid for that cylinder as follows: [*Offeror shall insert the cylinder types, sizes, capacities, and associated replacement value*s *and include in the proposal*] These cylinders shall become Government property.

(d) If any lost cylinder is located within 30 calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government an amount equal to the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the cylinder was delivered to the Contractor.

C6.4. 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 delivery containers

- 52.212-4 Contract Terms and Conditions -- Commercial Items (Feb 2007)
- 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 from October 1, 2007 through the end of the period of performance stated in C1.3. Period of Performance.
- FAR 52.216-19 Order Limitations (Oct 1995)
  Insert: (a) Minimum order. None. However, the Government will endeavor to order in container sized increments (i.e., a liquid dewar, 30, 60, 100, 200, or 500 liters; gas cylinder; bulk gas trailer; or bulk liquid tanker.

  Insert: (b)(1) Any order for a single item in excess of the peak requirements specified in Attachment 003. Requirements and Contract Pricing at a particular delivery point;

  Insert: (b)(2) Any order for a combination of items in excess of the peak requirements specified in Attachment 003. Requirements and Contract Pricing for all delivery points aggregated; or

  Insert: (b)(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (i) or (ii) of this section.

  Insert: (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 2 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.
- FAR 52.245-1 Government Property (June 2007)
- FAR 52.245-9 Use and Charges (June 2007)
- FAR 52.247-34 FOB Destination (Nov 1991)
- NFS 1852.223-70 Safety and Health (Apr 2002)
- NFS 1852.223-75 Major Breach of Safety or Security (Feb 2002) – Alternate I (Feb 2006)
- 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 Attachment 002. 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)

C6.5. 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, [Insert name, address, telephone number, facsimile number, and e-mail address]. 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.

C6.6. NFS 1852.242-70 Technical Direction (Sep 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

  (1) Constitutes an assignment of additional work outside the statement of work;

  (2) Constitutes a change as defined in the changes clause;

  (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

  (4) Changes any of the expressed terms, conditions, or specifications of the contract; or

  (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

C6.7. NFS 1852.242-72 Observance of Legal Holidays (Aug 1992)

(a) The on-site Government personnel observe the following holidays: New Year's Day, Labor Day, Martin Luther King, Jr.'s Birthday, Columbus Day, President's Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day. Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

C6.8. NFS 1852.245-76 List of Government-Furnished Property (Oct 1988)

For performance of work under this contract, the Government will make available Government property identified in Attachment 003. Requirements and Contract Pricing of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the specified location (see aforementioned attachment) and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245.1 Government property clause of this contract, the Contractor is accountable for the identified property.

Section C: Contract Clauses Continued – FAR 52.212-5

C7. 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) ☐ 52.232-34, Payment by Electronic Funds Transfer— Other than Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(33) ☒ 52.232-33, Payment by Electronic Funds Transfer— 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	No. of Pages
Attachment 001. Acronyms and Abbreviations	01
Attachment 002. Delivery Points	01
Attachment 003. Requirements and Contract Pricing	02
Attachment 004. Priced Proposal	01
Attachment 005. Demurrage	01
Attachment 006. Purging and Cool-Down	02
Attachment 007. Maintenance	01
Attachment 008. Inability to Accept Delivery	01
Attachment 009. One Way Charge	01
Attachment 010. Unforecasted Requirements	01
Attachment 011. Residual Credit	01
Attachment 012. Discount Terms	01
Attachment 013. PIV Card Issuance Procedures	03
Attachment 014. Past Performance Questionnaire	01

Section E: Solicitation Provisions

E1. Instructions, Conditions, and Notices to Bidders

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 52.212-1 Instructions to Offerors—Commercial Items. (Sept 2006)
- FAR 52.215-1 Instructions to Offerors—Competitive Acquisition. Alternate I (Oct 1997)

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 offeror, 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 offeror 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. Authorized Changes

The Contracting Officer is the only individual authorized to issue instructions to the contractor in matters relating to this contract. The identification, scope of authority and duties of representatives of the Contracting Officer shall be set forth in letters issued by the Contracting Officer and copies of such designations shall be furnished to the contractor.

E1.6. Proposal Preparation

Offerors shall ensure that page 1 of the Standard Form 1449, *Solicitation/Contract/Order for Commercial Items*, is signed by an official who is authorized to bind the company. Four (4) copies of the proposal package are required. Offerors are allowed to submit pricing for any of the products within any of the delivery points. □□□□

Offerors shall complete attachments as follows:

(a) Attachment 004. Prices

(1) The offeror shall provide all price information required on Attachment 004. Priced Proposal that follows these instructions. Do not enter pricing information in Attachment 003. Requirements and Contract Pricing.

(2) Offerors shall enter the unit price for manufacture and delivery (F.O.B. destination) of helium (as specified) to supply the destination's requirements. The price shall include:

(i) Assumed cost of crude helium provided in the attachment;

(ii) All production/refining, storage, transportation, and indirect costs; and

(iii) Profit as applicable.

(iv) Offerors may state a product unit price for any of the products within any delivery point.

(3) Offerors shall enter the city and state of the plant source (transfill, distribution, or refinery) that will service the delivery point.

(b) Attachment 005. Demurrage: Offerors shall complete the demurrage sheet by inserting the applicable demurrage terms as appropriate. Any special conditions regarding demurrage shall be explained by the offeror. Demurrage price for each contract year shall be recorded. Offerors are authorized to insert ALL in the delivery point field, only if the applicable charges apply to all delivery locations.

(c) Attachment 006. Purging and Cool-Down: Offerors shall enter their price for purging and cool down of tankers and dewars. Purging and cool-down charges must be recorded for each contract year. Any special conditions regarding purging and cool down shall be explained by the offeror. Offerors are authorized to insert ALL in the delivery point field, only if the applicable charges apply to all delivery locations. If applicable, offerors may tailor the price schedule to reflect pricing tiers based on temperature ranges.

(d) Attachment 007. Maintenance: Offerors shall identify and price any maintenance and long-term leasing charges they may wish to include in the contract. Examples include: 90 day lease of bulk gas tube trailer; hydrostatic testing of cylinders; valve replacement; and painting. Offerors shall ensure that proposed prices are either in accordance with a commercial published price list or that prices are equal to or better than those offered to their most favored customer.

(e) Attachment 008. Inability to Accept Delivery: Offerors shall complete the table by inserting the applicable information in the appropriate fields. Charges must be recorded for each contract year. Offerors are authorized to insert ALL in the delivery point field, only if the applicable charges apply to all delivery locations.

(f) Attachment 009. One Way Charge: The offeror will enter transportation charges in the instance that the contractor is directed to drop or pick up a trailer or tanker and is unable to haul another trailer or tanker for half the route (also known as a dead-head or bob-tail run). Charges must be recorded for each contract year. Offerors are authorized to insert ALL in the delivery point field, only if the applicable charges apply to all delivery locations.

(g) Attachment 010. Unforecasted Requirements: Offerors shall insert the applicable information in the appropriate fields, only for the commodities they normally stock and distribute. Charges must be recorded for each contract year.

(h) Attachment 011. Residual Credit: Offerors shall enter residual credit amount as required.

(i) Attachment 012. Discount Terms: Offerors shall enter discount terms. If no discount is provided, enter NT30 (Net 30 days) in the discount field. Discount terms must be recorded for each contract year. Offerors are authorized to insert ALL in the delivery point field, only if the applicable charges apply to all delivery locations.

(j) Attachment 014. Past Performance: Offerors shall provide with their proposal any current contracts or relevant past performance of equal or similar effort for the last three calendar years. Offerors shall highlight relevant work performed, contract number, contract type, and dollar value of each contract.

E1.7. Evaluation

Selection and award will be made in accordance with FAR part 52.212-2, *Evaluation-Commercial Items*, as described below:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers, in descending order of importance *:*

1. Award will be made using the lowest price technically acceptable offer based on the source selection process stated in FAR part 15.101-2, on the basis of the lowest evaluated price of proposal meeting or exceeding the acceptability standards set forth in Attachment 003. Requirements and Contract Pricing. Award will be based on the lowest evaluated price technically acceptable offer per delivery point, based on the best estimated quantities specified in Attachment 003. Requirements and Contract Pricing for the requirement. Offerors are advised that the Government will determine the most advantageous price for requirements by multiplying the offeror's unit price per year times the best estimated quantities specified for each respective year. This sum will be added for each contract year to determine the overall price.
2. Past performance will evaluated on a acceptable/unacceptable basis. By past performance, the Government means the offeror's record of conforming to past or current contracts' terms and conditions; the offeror's adherence to contract schedules, including the administrative aspects of performance; and the offeror's reputation for record of reasonable and cooperative behavior. Evaluation of past performance will be a subjective assessment on a acceptable/unacceptable basis, based on the information submitted by the offeror and/or gathered by the Government though other sources. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment timely deliveries. Offerors who have submitted a technically acceptable quote will be given an opportunity to address any unfavorable reports of past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(b) 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.

E2. Representations, Certifications, and Other Statements of Bidders

Offerors shall complete the information below and return with proposals.

E2.1. FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (Nov 2006)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

(ii) The management and daily business operations 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.

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

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

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

"Women-owned business concern" means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract 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, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
☐ 50 or fewer	☐ $1 million or less

☐ 51–100	☐ $1,000,001–$2 million
☐ 101–250	☐ $2,000,001–$3.5 million
☐ 251–500	☐ $3,500,001–$5 million
☐ 501–750	☐ $5,000,001–$10 million
☐ 751–1,000	☐ $10,000,001–$17 million
☐ Over 1,000	☐ Over $17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

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

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has

occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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 $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____

_____ _____

_____ _____

[List as necessary]

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

(g)

(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(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 Act—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. Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act": Canadian End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(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
_____	_____
_____	_____

_____ _____

[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 Act. 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 Debarment, Suspension or Ineligibility for Award (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; and

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed countries of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(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)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

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

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

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

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

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

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

E2.2. NFS 1852.245-79 Use of Government-Owned Property (Jul 1997)

(a) The offeror ( ) does, ( ) does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following

information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror ( ) does, ( ) does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish -

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

Attachment 001. Acronyms and Abbreviations

BEQ	–Best Estimated Quantity
CLIN	–Contract Line Item Number
CGA	–Compressed Gas Association
CPC	–Contracting Point of Contact
D.O.T.	–Department of Transportation
DFRC	–Dryden Flight Research Center
EAFB	–Edwards Air Force Base
F.O.B.	–Free On Board
FAR	–Federal Acquisition Regulation
FPC	–Finance Point of Contact
GFE	–Government Furnished Equipment
GRC	–Glenn Research Center
GSFC	–Goddard Space Flight Center
IFB	–Invitation for Bid
JSC	–Johnson Space Center
KSC	–Kennedy Space Center
LaRC	–Langley Research Center
MAF	–Michoud Assembly Facility
MAWP	–Maximum Allowable Working Pressure
MIRR	–Material Inspection and Receiving Report
MSCF	–Thousand standard cubic feet
MSFC	–Marshall Space Flight Center
NASA	–National Aeronautics and Space Administration
NFS	–NASA FAR Supplement
OSHA	–Occupational Safety and Health Administration
Peak	–Maximum requirement Contractor is obligated to furnish over a specified period of time
PSIG	–Pounds per square inch gauge
Routine	–Normal forecasted requirement the Contractor can expect to provide
RPC	–Requirement Point of Contact
SCF	–Standard cubic feet
SSC	–Stennis Space Center
Wk Pres	–Working Pressure
LB	–Pound
WSTF	–White Sands Test Facility
WFF	–Wallops Flight Facility
CSBF	–Columbia Scientific Balloon Facility
PWRI	–Pratt and Whitney Rocketdyne Inc

Attachment 002. Delivery Points

1. Michoud Assembly Facility, New Orleans LA

2. JSC White Sands Test Facility, Las Cruces NM

Delivery Point 1: Michoud Assembly Facility, New Orleans LA

CLIN	FY	Type	Metric	Specification	Price	Container Size
TBD	2008	Dewar liquid	Liter	MIL-PRF-27407C Type II	TBD	
TBD	2009	Dewar liquid	Liter	MIL-PRF-27407C Type II	TBD	
CLIN	FY	Type	Metric	Specification	Price	Container Size
TBD	2008	Bulk gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	
TBD	2009	Bulk gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	

(a) Delivery information:

(1) Delivery hours:

(i) Routine delivery hours: 8:00 a.m.- 3:00 p.m.(local time) Monday thru Friday

(ii) Emergency delivery hours: 24 hours per day, 7 days per week

(iii) Note: MAF helium requirements must be met 365 days per year, without interruption

(2) Delivery address: Michoud Assembly Facility, 13800 Old Gentilly Boulevard, New Orleans, LA 70129

(3) Ship to address:

(i) Liquid helium: Todd Surla, Michoud Assembly Facility, Mail Code: D-4730, 13800 Old Gentilly Blvd., New Orleans, LA 70129, (504) 257-3165

(ii) Gaseous helium: Sudhir Gopinath, Michoud Assembly Facility, Mail Code: D-3141, 13800 Old Gentilly Blvd., New Orleans, LA 70129, (504) 257-3460

(4) Delivery directions:

(i) From the New Orleans International Airport: Look for the I-10 East signs as you leave the airport. Take Airport Access Road to I-10 East. Go eastbound on I-10 for about 7 miles. At that point, the interstate splits into I-10 and I-610. Take the on I-610 fork. Travel 7 miles until you reach the I-10/I-510 interchange (Exit 246A). Refer to the last section for directions to MAF from the I-510.

(ii) From Slidell, Louisiana or points east: Proceed west on I-10. After Slidell, Louisiana, I-10 crosses Lake Ponchartrain. Proceed approximately 14 miles after you cross the lake to the I-10/I-510 interchange (Exit 246A). Refer to the next section for directions to MAF from the I-510.

(iii) To reach Michoud via the I-510: Turn on to I-510 from I-10 (south, headed toward Chalmette). Proceed south on I-510 to Exit 2C (third exit). Take Exit 2C, then first left. At traffic light, turn left again, crossing over I-510. Go east 0.7 miles on Old Gentilly Road. Michoud Assembly Facility will be on your right. Go straight through traffic light at intersection of Michoud Blvd and OId Gentilly Road. If you are going to building 350, turn right at blue sign marked "Bldg 350-Visitor Parking." Go to the lobby; check in with the receptionist. If you are going to building 101, proceed past building 350, the traffic light, and the Saturn booster to Building 101. (Red brick building) Park in the visitor lot and go to the lobby; check in with the receptionist.

(5) Delivery directions continued:

(i) Liquid helium dewar: Take Old Gentilly Boulevard to Gate 12 (Gate for Contractors), Proceed to loading docks on the South side of Building 103. Guard at gate can provide directions.

(ii) Bulk gaseous helium: Take Old Gentilly Boulevard to Gate 12 (Gate for Contractors), Proceed to 190 Tank Farm on the South side of Vertical Assembly Building (VAB) and to Building 114. Guard at gate can provide directions.

(6) Geographic location: The 832 acre NASA Michoud Assembly Facility is located in New Orleans, Louisiana some 24 miles from New Orleans International Airport and 15 miles from the French Quarter.

(b) Routine requirements:

(1) Liquid dewars: 25,000 liters per month

(2) Bulk gas: 350,000 SCF per month. (Nominal bi-weekly orders of 170,000 SCF)

(c) Peak requirements:

(1) Liquid dewars: 50,000 liters per month

(2) Bulk gas: 600,000 SCF per month

(i) Highest weekly order of 170,000 SCF

(ii) Weekly peak expected to occur twice per year

(d) Special delivery equipment requirements:

(1) Liquid dewars: 500 liter dewars only.

(2) Bulk gas: User will normally order trailers for “drop and swap” deliveries to MAF. Trailers can be anticipated to remain on site for approximately two weeks.

(e) Special access requirements: All drivers required to be U.S. citizens. The contractor is required to obtain badges for delivery personnel for access to the Center. The contractor shall ensure that these badges remain current. One day badging can be coordinated with the location for commercial carrier deliveries as required.

(f) Government furnished equipment: Approximately forty (40) 500 liter dewars are available. Contractor supplied 500 liter dewars will be provided to supplement Government dewars if insufficient quantities of Government dewars are available to support a delivery.

(g) Special delivery conditions: Occasional requirement for 24 hour delivery, normal requirement is 72 hour delivery

(h) Points of contact:

(1) Requirement: TBD

(2) Contracting: TBD

(3) Finance: TBD

Delivery Point 2: JSC White Sands Test Facility, Las Cruces NM

CLIN	FY	Type	Metric	Specification	Price	Container Size
TBD	2008	Cylinder gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	213 SCF @ 2200 PSIG
TBD	2009	Cylinder gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	213 SCF @ 2200 PSIG
CLIN	FY	Type	Metric	Specification	Price	Container Size
TBD	2008	Bulk gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	
TBD	2009	Bulk gas	SCF	MIL-PRF-27407C Type I, Grade A	TBD	

(a) Delivery information:

(1) Delivery hours:

(i) Routine delivery hours: 7:30 a.m.- 2:00 p.m.(local time) Monday thru Friday

(ii) Emergency delivery hours: 24 hours per day, 7 days per week.

(2) Delivery address: JSC White Sands Test Facility, Las Cruces, NM 88004

(3) Ship to address: Johnny Bernel, Mail Code: RE, NASA JSC, White Sands Test Facility, Las Cruces, NM 88004 Telephone: (505) 524-5140

(i) Alternate: Janet Reese Telephone: (505) 524-5133

(ii) Alternate: Robert Cort Telephone: (505) 524-5521

(4) Directions: From Las Cruces, NM, go east on highway 70, 10.5 miles from the I-25 exit 6. Turn north at the WSTF sign and go 6 miles. Stop at the guard gate. You will be directed to the weigh scales, and escorted from that point.

(5) Geographic location: The White Sands Test Facility (WSTF) is remotely located on the west slope of the San Andres mountains between Las Cruces, New Mexico, and the White Sands Missile Range, about 20 miles Northeast of Las Cruces, New Mexico.

(b) Routine requirements:

(1) Bulk gas: 130,000 SCF per week to occur 10 times per year

(2) Cylinder gas: 3,000 SCF per month to occur twice per year

(c) Peak requirements:

(1) Bulk gas: 260,000 SCF per week to occur two times per year

(2) Cylinder gas: 4,500 SCF per month to occur once per year

(d) Special delivery equipment requirements:

(1) Connections adaptable to Standard “AN” fittings.

(2) Bulk gas deliveries will normally involve cascade into location’s GHe storage (max operating pressure of 2400 psi). Bulk gas minimum offload pressure of 600 PSIG. Estimated

off-load time (including potential sampling) is approx 5 hours when 3000 psi trailers are used. Approximately four times a year, test requirements will require the bulk gas trailer to remain at the location for up to two weeks.

(3) For approximately a one month period, anticipated to start in March 2008, the two Government-owned GHe trailers (used for on-site storage) will be off-site for DOT recertification. During this time, it is anticipated that one supplier-provided trailer will need to remain at the location while the government owned trailers are re-certified. Demurrage rates will apply during this period. The trailer will be required to have a pressure rating of at least 2465 psi and a volume of at least 123,000 scf.

(e) Special access requirements: Drivers required to be U.S. Citizens, to be verified by security office upon driver's arrival at delivery location. Drivers will be escorted upon arrival at the location. Escorted drivers will not require individual badging.

(f) Government furnished equipment: None

(g) Special delivery conditions: Normal deliveries within 72 hours of ordering.

(h) Point of contact:

(1) Requirement: TBD

(2) Contracting: TBD

(3) Finance: TBD

(i) Back-up Landing Site Delivery Requirements:

(1) WSTF is a potential back-up landing site in the event that a Space Shuttle Orbiter landing is required when the primary landing site (KSC) or the alternate site (DFRC) are both unavailable.

(2) There are approximately 5 shuttle flights per year, any of which may result in an emergency landing at WSTF. The total nominal helium requirement for this shuttle landing support is approximately 75,000 scf at 2250 psig minimum.

(3) Minimum of 72 hour notice will be provided to the supplier to prepare required GHe trailers to support this special emergency requirement.

(4) Upon request for delivery, the contractor will have 24 hours to deliver the trailers to the landing site as directed by the Requirement Point of Contact.

Attachment 004. Price

Delivery Point (Name, City State)	Specification: MIL-PRF-27407C	Container Type	Container Size	FY	CLIN	Best Estimated Quantity	Metric	Crude Helium (in MSCF)	FOB Dest. Price (Est)	Total
JSC WSTF, Las Cruces NM	Type I, Grade A	Cylinder gas	213 SCF @ 2200 PSIG	2008	TBD	4,500.00	SCF	60.5000	$	$
JSC WSTF, Las Cruces NM	Type I, Grade A	Bulk gas	None	2008	TBD	1,365,000.00	SCF	60.5000	$	$
JSC WSTF, Las Cruces NM	Type I, Grade A	Cylinder gas	213 SCF @ 2200 PSIG	2009	TBD	6,000.00	SCF	60.5000	$	$
JSC WSTF, Las Cruces NM	Type I, Grade A	Bulk gas	None	2009	TBD	1,820,000.00	SCF	60.5000	$	$
Michoud Assembly Facility, New Orleans LA	Type II	Dewar liquid	500-Liter dewar	2008	TBD	225,000.00	Liter	60.5000	$	$
Michoud Assembly Facility, New Orleans LA	Type I, Grade A	Bulk gas	None	2008	TBD	3,195,000.00	SCF	60.5000	$	$
Michoud Assembly Facility, New Orleans LA	Type II	Dewar liquid	500-Liter dewar	2009	TBD	300,000.00	Liter	60.5000	$	$
Michoud Assembly Facility, New Orleans LA	Type I, Grade A	Bulk gas	None	2009	TBD	4,260,000.00	SCF	60.5000	$	$
FY 2008 - Contract from 1 Jan 2008 to 30 Sep 2008 (9 months)									Total Est	
FY 2009 - Contract from 1 Oct 2008 to 30 Sep 2009 (12 months)										

Attachment 005. Demurrage

Grace period is in accordance with the unit selected (e.g., price per day or hour); Offerors shall insert the applicable number in the Grace Period column. Offerors shall place an “X” in the column with represents the type of applicable unit.

Container Type	Unit: Price Per		Grace Period	Delivery Point	Contract Year (Insert Price)	
	Day	Hour			2008	2009

Attachment 006. Purging and Cool-Down

Table 006.1. General

Container	Delivery Point	Contract Year (Insert Price Per Container)	
Type		2008	2009

Table 006.2. Temperature Range

Container	Temp. Range	Delivery Point	Contract Year (Insert Price Per Container)	
Type	(In Degrees)		2008	2009

Attachment 007. Maintenance

Offerors shall identify and price any maintenance and leasing charges they may wish to include in the contract. Examples include: 30 day lease of bulk gas tube trailer; hydrostatic testing of cylinders; valve replacement; and painting. Offerors shall ensure that proposed prices are either in accordance with a commercial published price list or that prices are equal to or better than those offered to their most favored customer.

Attachment 008. Inability to Accept Delivery

Max Miles	Delivery Point	Contract Year (Insert Price Per Mile)	
Roundtrip		2008	2009

Attachment 009. One Way Charge

Max Miles	Delivery Point	Contract Year (Insert Price Per Mile)	
One Way		2008	2009

Attachment 010. Unforecasted Requirements

Description	Unit	Contract Year (Insert Price Per Unit)	
(Not Location Specific)		2008	2009
Dewar Liquid Helium	Liter		
Bulk Liquid Helium	Liter		
Cylinder Gaseous Helium – Grade A	SCF		
Cylinder Gaseous Helium – Grade B	SCF		
Cylinder Gaseous Helium – High Purity (99.999%)	SCF		
Cylinder Gaseous Helium – Ultra High Purity (99.9999%)	SCF		
Bulk Gaseous Helium – Grade A	SCF		
Bulk Gaseous Helium – Grade B	SCF		
Transportation of Dewar Liquid Helium	Mile		
Transportation of Bulk Liquid Helium	Mile		
Transportation of Cylinder Gaseous Helium	Mile		
Transportation of Bulk Gaseous Helium	Mile		

Attachment 011. Residual Credit

Description	Unit	Contract Year (Insert Price Per Unit)	
		2008	2009
Residual Credit – Bulk Gaseous Helium	SCF		
Residual Credit – Bulk Liquid Helium	Liter		

Attachment 012. Discount Terms

If Paid	Delivery Point	Contract Year (Insert Discount Percentage)	
Within (Days)		2008	2009

Attachment 013. PIV Card Issuance Procedures in Accordance with FAR Clause 52.204-9

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

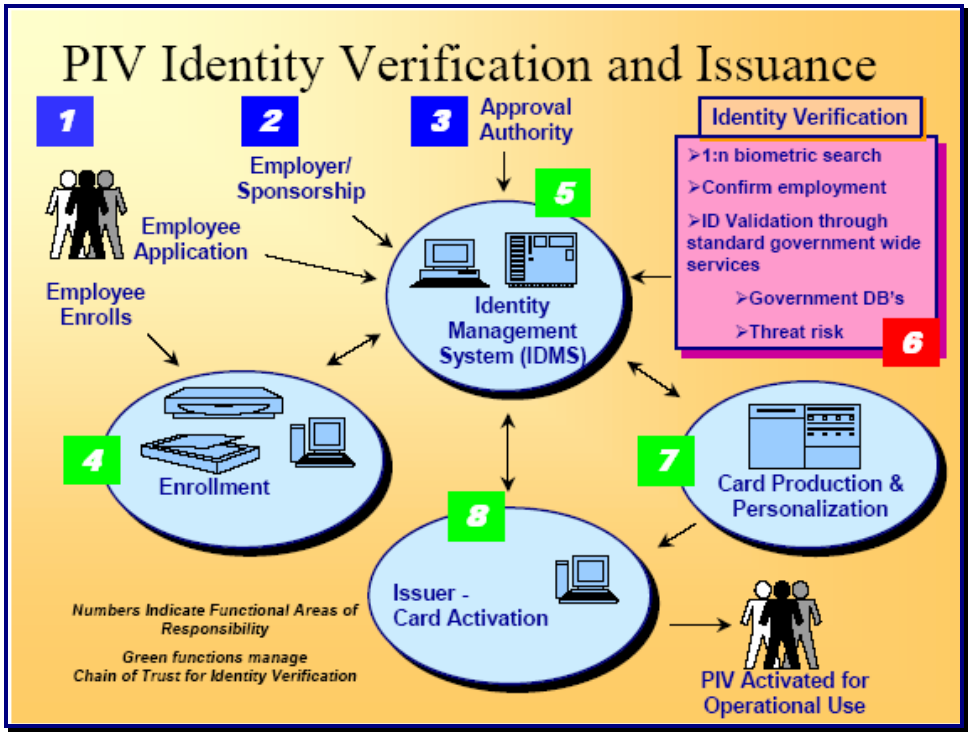

Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level

associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

[1] A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

PAST PERFORMANCE QUESTIONNAIRE

I. CONTRACT IDENTIFICATION

1. Customer (Agency/Company Name and Mailing Address):
   _____
   _____

2. Contract Number: _____

3. Contract Type: _____

4. Product/Service Description: Please check the appropriate box (es). "Significant (S)" experience means that a full range of services under the work element were provided by the contractor. "Moderate (M)" experience means that some of the services indicated under the work element were routinely provided by the contractor or that all services were provided but not on a continuous basis. "Minimal (Min)" experience means that, although some aspects of the work element were performed, such work was of limited scope or frequency. "Not Applicable (N/A)" means that the work element was not performed under your contract.

Delivery of tube trailers	☐ S	☐ M	☐ Min	☐ N/A
Delivery of liquid helium dewar	☐ S	☐ M	☐ Min	☐ N/A
Delivery of bulk gaseous helium	☐ S	☐ M	☐ Min	☐ N/A

5. Provide a brief narrative of the relevant work performed.

6. Period of Performance (basic and any options): _____

7. Contract POC Information:

   A. Name of Contracting Officer/Contract Manager: _____
   B. Position Title: _____
   D. Telephone Number: _____
   E. Facsimile Number: _____
   F. E-Mail Address: _____