AWARD/CONTRACT J	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOC9	PAGE 1 OF 6 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. SP0450-03-D-4141	3. EFFECTIVE DATE 2003 SEP 30	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. LTC03170012696	

5. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-

6. ADMINISTERED BY (If other than Item 5) CODE SP0400

SP0450 DEFENSE SUPPLY CENTER RICHMO
DSCR-JDPA (PQ2) PH:804-279-5327
8000 JEFFERSON DAVIS HIGHWAY
RICHMOND VA 23297-5800

Criticality: To be cited on each order PAS: None

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

YATES FIRE PROTECTION SERVICE, INC.
DIV FISCAL SERVICES
2314 60TH STREET
HAMPTON VA 23661-1302

CODE 02UW9 FACILITY CODE

8. DELIVERY
[X] FOB ORIGIN [ ] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 30 days

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE
See Schedule - Do Not Ship to Address in Block 5

12. PAYMENT WILL BE MADE BY CODE S44073
S44073 DFAS - COLUMBUS CENTER
ATTN DFAS-CO-BVDPCG-CC (12)
P O BOX 182317
COLUMBUS OH 43218-6231 EFT: T

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 USC 2304(c) ( ) [ ] 41 USC 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
Other: TO BE CITED ON EACH DELIVERY ORDER

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				Base Year Value Estimated
				15G. TOTAL AMOUNT OF CONTRACT	$564802.95

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE	
X	A	SOLICITATION/CONTRACT FORM	1
X	B	SUPPLIES OR SERVICES AND PRICES/COST	4-5
X	C	DESCRIPTION/SPECS./WORK STATEMENT - See Amend 0002	
	D	PACKAGING AND MARKING	
	E	INSPECTION AND ACCEPTANCE	
X	F	DELIVERIES OR PERFORMANCE	3
	G	CONTRACT ADMINISTRATION DATA	
X	H	SPECIAL CONTRACT REQUIREMENTS	2-3
		PART II - CONTRACT CLAUSES	
X	I	CONTRACT CLAUSES	6
		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	J	LIST OF ATTACHMENTS	
		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP045003R4318, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

(and amendments 0001, 0002)

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
MICHELE J. THOMAS
CONTRACTING OFFICER

19B. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Michele J. Thomas (Signature of Contracting Officer)

20C. DATE SIGNED 9-29-03

This is a Requirements Contract. Orders may be issued on this contract for a period of BASE PERIOD: 9/30/03-09/29/04.

NOTE: Actual unit prices will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

This contract is a requirements-type contract with a base period of one year and nine, one-year options. Base period expiration date is 9/29/2004.

All cylinders will be shipped FOB origin.

Place of Performance/place of inspection/plant location/shipping point:
Yates International LLC
Laanweg 6
3208 LC
Spijkenisse, Netherlands

A CAGE code for the Spijkenisse has been applied for and the contract will be modified when the CAGE is established.

The statement of work in Amendment 0002 is the most current revision.

Minimum delivery order quantity is one (1) cylinder.
Maximum delivery order quantity is one truckload. This can be a mixed truckload.

The first delivery order for each gas shall be inspected and accepted at origin by DCMA Northern Europe using QAP 010 on manual delivery orders. Subsequent delivery orders issued manually will be inspected and accepted at destination utilizing QAP 002. EDI orders shall be inspected and accepted at destination using QAP 021. QAPs are available on: http://www.dscr.dla.mil/qap/qaps.htm.

Inspection office:
DCMA Northern Europe
PSC 826 Box 55
Loudwater, United Kingdom
FPO AE 09420-0055
Tel-441494430703
Fax- 441494451237

Ramp-up- Refurbished cylinders will be supplied to Yates in approximately 90 days. Contractor will begin to fill the pool immediately upon receipt of servicable cylinders. Servicable cylinders may be shipped from other locations to the Yates facility in Holland.

Intial delivery locations are:
Ramstein (86th MSC)- DODAAC FB5612
Kaiserslatern (21st TSC) - DODAACs WK4GCW and WK4GBW
Kitzingen (1st ID) - DODAAC - WK4GE7
Wiesbaden - DODAAC unknown at this time.

CONTINUED ON NEXT PAGE

Mannheim - DODAAC WK4GDK - (51st Maintenance)
Other units in Germany will be utilizing this contract. For shipments outside of Germany, these orders will be delivered to a depot location in Germany.

Contractor must be able to receive EDI (POPS) orders.

Unit prices shall be adjusted every 6 months based upon the Price Redetermination Clause.

DELIVERY- Three (3) day delivery for all in-stock cylinders (in Contractor's pool) and 30 days for out-of-stock cylinders.

Contractor shall comply with reporting requirements as specified in the statement of work in Amendment 0002.

Item descriptions, for each gas, can be viewed at:
http://op01.dscr.dla.mil/pls/pcmt/ext_item.main

Contract SP0450-03-D-4141 Yates International
Schedule B
European Industrial Gas Support Program

Line Item	GAS	Gas and Cylinder (Full)	Unit of Issue	Est Annual Quantity	Unit Price	Line Item	Exchange Cylinder (Gas only)	Unit of Issue	Est Annual Quantity	Unit Price	Line Item	Refurbishment Empty cylinder	Unit of Issue	Annual Quantity	*Includes all work in SOW items a thru k- no valve replacement* Unit Price	*Includes all work in SOW items a thru k- with valve replacement* Unit Price	Empty Cylinder Disposal Price
0001	Acetylene 10CF	6830-01-512-8738	CY	150		0042	6830-01-508-2985	CY	120		0082	8120-00-285-4733	EA	30	$48.65	$60.65	$10.00
0002	Acetylene 40 CF	6830-01-512-9079	CY	150		0043	6830-01-508-2995	CY	120		0083	8120-00-663-3019	EA	30	$61.00	$73.00	$10.00
0003	Acetylene 190 CF	6830-01-512-8760	CY	150		0044	6830-01-508-2996	CY	120		0084	8120-00-597-5670	EA	30	$76.75	$88.75	$10.00
0004	Acetylene 225 CF	6830-01-512-8778	CY	150		0045	6830-01-508-3000	CY	120		0085	8120-00-268-3360	EA	30	$87.70	$99.70	$10.00
0005	Human Resp Air 230 CF	6830-01-512-8718	CY	30	$19.15	0046	6830-01-508-3003	CY	24	$19.15	0086	8120-00-282-8075	EA	6	$47.15	$59.15	$10.00
0006	Human Resp Air 285 CF	6830-01-512-8787	CY	30	$23.60	0047	6830-01-508-3009	CY	24	$23.60	0087	8120-01-329-1500	EA	6	$51.60	$63.60	$10.00
0007	Argon, Type 1 (99.985%)	6830-01-512-8797	CY	62	$16.70	0048	6830-01-508-3027	CY	50	$16.70	0088	8120-00-282-8077	EA	12	$44.70	$56.70	$10.00
0008	Argon, Type 1 381 CF	6830-01-512-8812	CY	62	$24.50	0049	6830-01-508-3028	CY	50	$24.50	0089	8120-01-431-1177	EA	12	$52.50	$64.50	$10.00
0009	Argon, Type 1 578 CF	6830-01-512-8815	CY	62	$37.15	0050	6830-01-508-3031	CY	50	$37.15	0090	8120-01-360-1873	EA	12	$65.15	$77.15	$10.00
0010	Argon (99.997%), 246 CF	6830-01-512-8816	CY	62	$16.70	0051	6830-01-508-3032	CY	50	$16.70	0091	8120-00-282-8077	EA	12	$44.70	$56.70	$10.00
0011	Carbon Dioxide (non-med)-50lb	6830-01-512-8721	CY	30	$24.30	0052	6830-01-508-3038	CY	24	$24.30	0092	8120-00-181-8082	EA	6	$59.30	$64.30	$10.00
0012	Carbon Dioxide (fire) 15 lb	6830-01-512-8733	CY	30	$16.90	0053	6830-01-508-3040	CY	24	$16.90	0093	8120-01-502-4379	EA	6	$44.90	$56.90	$10.00
0013	Carbon Dioxide (fire) 50 lb	6830-01-512-8989	CY	30	$24.30	0054	6830-01-508-2994	CY	24	$24.30	0094	8120-01-502-4378	EA	6	$52.30	$64.20	$10.00
0014	Helium - 216 CF (Grade A)	6830-01-512-8997	CY	50		0055	6830-01-508-2997	CY	40		0095	8120-00-244-6981	EA	10	$100.70	$112.70	$10.00
0015	Helium - 216 CF (Grade B)	6830-01-512-9008	CY	50		0056	6830-01-508-3007	CY	40		0096	8120-00-151-9753	EA	10	$90.10	$102.10	$10.00
0016	Hydrogen - 211 CF (Grade A)	6830-01-512-9014	CY	20	$21.15	0057	6830-01-508-3011	CY	16	$21.15	0097	8120-01-178-4754	EA	8	$49.15	$61.15	$10.00
0017	Hydrogen - 78 CF (Grade C)	6830-01-512-9021	CY	20	$18.45	0058	6830-01-508-3015	CY	16	$18.45	0098	8120-01-281-0353	EA	4	$46.45	$58.45	$10.00
0018	Hydrogen - 211 CF (Grade L)	6830-01-512-9024	CY	20	$48.90	0059	6830-01-508-3030	CY	16	$48.90	0099	8120-01-178-4754	EA	4	$76.90	$88.90	$10.00
0019	Nitrogen - 226 CF (99.95%)	6830-01-512-8735	CY	200	$10.35	0060	6830-01-508-3035	CY	160	$10.35	0100	8120-00-985-7275	EA	120	$38.35	$50.35	$10.00
0020	Nitrogen - 226 CF (99.99%)	6830-01-512-8753	CY	200	$12.05	0061	6830-01-508-3036	CY	160	$12.05	0101	8120-00-985-7275	EA	1	$40.05	$52.05	$10.00
0021	Nitrogen - 113 CF	6830-01-512-8792	CY	200	$11.05	0062	6830-01-508-3039	CY	160	$11.05	0102	8120-01-134-9896	EA	40	$39.05	$51.05	$10.00
0022	Nitrogen - 226 CF (grade B)	6830-01-512-8809	CY	200	$10.35	0063	6830-01-508-3041	CY	160	$10.35	0103	8120-00-985-7275	EA	1	$38.35	$50.35	$10.00
0023	Nitrogen - 276 CF	6830-01-512-8894	CY	200	$10.35	0064	6830-01-508-3005	CY	160	$10.35	0104	8120-01-023-0539	EA	40	$38.35	$50.35	$10.00
0024	Nitrogen - 336 CF	6830-01-512-8897	CY	200	$12.95	0065	6830-01-508-3010	CY	160	$12.95	0105	8120-01-263-3614	EA	40	$40.95	$52.95	$10.00
0025	Nitrogen - 494 CF	6830-01-512-8918	CY	200	$19.05	0066	6830-01-508-3014	CY	160	$19.05	0106	8120-01-362-6386	EA	40	$47.05	$59.05	$10.00
0026	Nitrogen - 226 CF (Ty1,GrB,CL2)	6830-01-512-8930	CY	200	$10.35	0067	6830-01-508-3021	CY	160	$10.35	0107	8120-00-193-1698	EA	40	$38.35	$50.35	$10.00
0027	Nitrogen - 336 CF (Ty1,GrB,CL2)	6830-01-512-8929	CY	200	$12.95	0068	6830-01-508-3025	CY	160	$12.95	0108	8120-01-285-3377	EA	40	$40.95	$52.95	$10.00
0028	ABO - 247 CF	6830-01-512-8983	CY	500	$21.75	0069	6830-01-508-9029	CY	400	$21.75	0109	8120-00-282-8083	EA	100	$49.75	$61.75	$10.00
0029	ABO - 308 CF	6830-01-512-9022	CY	100	$27.20	0070	6830-01-508-9024	CY	80	$27.20	0110	8120-00-285-1575	EA	20	$55.20	$67.20	$10.00
0030	ABO - Cryogenic Liquid - Bulk	6830-00-808-9531	GL	TBD													

Contract SP0450-03-D-4141 Yates International
Schedule B
European Industrial Gas Support Program

Line Item	GAS	Gas and Cylinder (Full)	Unit of Issue	Est Annual Quantity	Unit Price	Line Item	Exchange Cylinder (Gas only)	Unit of Issue	Est Annual Quantity	Unit Price	Line Item	Refurbishment Empty cylinder	Unit of Issue	Annual Quantity	*Includes all work in SOW items a thru k- no valve replacement* Unit Price	*Includes all work in SOW items a thru k- with valve replacement* Unit Price	Empty Cylinder Disposal Price
0031	Technical Oxygen - 247 CF	6830-01-512-9036	CY	110	$7.55	0071	6830-01-508-3043	CY	88	$7.55	0111	8120-00-357-7992	EA	22	$35.55	$47.55	$10.00
0032	Technical Oxygen - 308 CF	6830-01-512-9027	CY	110	$9.35	0072	6830-01-508-3044	CY	88	$9.35	0112	8120-00-883-1174	EA	22	$37.35	$49.35	$10.00
0033	Technical Oxygen - 48 CF	6830-01-512-9030	CY	110	$11.30	0073	6830-01-508-3045	CY	88	$11.30	0113	8120-01-325-6750	EA	22	$39.30	$51.30	$10.00
0034	Technical Oxygen - 27 CF	6830-01-512-9035	CY	110	$9.65	0074	6830-01-508-3048	CY	88	$9.65	0114	8120-00-285-1576	EA	22	$37.65	$49.65	$10.00
0035	Technical Oxygen - 48 CF	6830-01-512-9043	CY	110	$10.25	0075	6830-01-508-3050	CY	88	$10.25	0115	8120-00-866-0206	EA	22	$38.25	$50.25	$10.00
0036	Propane - 20 lb	6830-01-512-9059	CY	20		0076	6830-01-508-9379	CY	16		0116	8120-00-530-5225	EA	4	$78.90	$90.90	$10.00
0037	Propane - 40 lb	6830-01-512-9112	CY	20		0077	6830-01-508-9047	CY	16		0117	8120-00-175-8568	EA	4	$125.70	$137.70	$10.00
0038	Propane - 100 lb	6830-01-512-9067	CY	20		0078	6830-01-508-9044	CY	16		0118	8120-00-175-8569	EA	4	$262.00	$274.00	$10.00
0039	Sulfur Hexafluoride - 25 lb	6830-01-512-9066	CY	18	$384.75	0079	6830-01-509-7380	CY	1	$384.75	0119	8120-00-181-7181	EA	2	$419.75	$424.75	$10.00
0040	Sulfur Hexafluoride - 40 lb	6830-01-512-9072	CY	36	$615.60	0080	6830-01-509-7383	CY	1	$615.60	0120	8120-01-394-4200	EA	4	$643.60	$655.60	$10.00
0041	Sulfur Hexafluoride - 100 lb	6830-01-512-9071	CY	180	$1,539.00	0081	6830-01-509-7387	CY	1	$1,539.00	0121	8120-00-139-4441	EA	20	$1,567.00	$1,579.00	$10.00
	Generic Cylinder- 247CF-9x51 (3AA2015/2265)										0122	8120-01-015-5180	EA	1	$40.00	$52.00	$10.00

For line items 0082 through 0122, when refurbishment of cylinder lots are required, without valve replacement, subclin AA will be added to the line item - for example- 0082AA.
For line items 0082 through 0122, when refurbishment of cylinder lots are required, with valve replacement, subclin AB will be added to the line item - for example- 0082AB.
Disposal of cylinders will be billed under CLIN 9999 - Miscellaneous.

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

B68	47-3A	**DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)**

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

C3A	52.211-9G33	**POPS - COMPUTER COMPATIBILITY DSCR (MAR 2001)**

(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set
856 Ship Notice/Manifest Transaction Set

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
(Phone: (804) 279-3172)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil./edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h) The following vendor EDI/Y2K information applies:

EDI/Y2K Point(s) of Contact: to be provided

Phone Number(s):

Value Added Network (VAN):

ISA07 Qualifier:

ISA08 Identifier:

GS03 Identifier:

SECTION F

F8A	11-14A	**DELIVERY OF EXCESS QUANTITIES DSCR (JAN 1996)**

Clause 52.211-17 in Section F of the solicitation is not applicable to this award.

SECTION H

H9	23-8A	**HAZARD WARNING LABEL REQUIRED DSCR (JAN 1996)**

SECTION I

I156J	252.225-7041	**CORRESPONDENCE IN ENGLISH DFARS (JUN 1997)**
I180E	252.229-7002	**CUSTOMS EXEMPTIONS (GERMANY) DFARS (JUN 1997)**
I240A	252.247-7024	**NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAR 2000)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0002	2003 SEP 17	LTC03170012696	

6. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond,VA 23297-
Initiator: JEFF WEST
PDADX11 (804) 279-5844
E-mail: Jeff.West@dla.mil

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, State and ZIP Code)*

CODE FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO.
SP0450-03-R-4318

9B. DATED *(SEE ITEM 11)*
2003 JUL 16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc).* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

NSN: 6830-00-292-0138
The statement of work in the basic solicitation and amendment 0001 are hereby replaced with the statement of work attached to this amendment. The revision, attached hereto, dated September 17, 2003, is the most current.

A revised schedule "B" is also attached hereto. The column on the spreadsheet entitled "Gas and Cylinder/Full" has revised NSNs. Only the numbers have changed. There has been no change to the type of gases, cylinder sizes or purities.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED

													Includes all	*Includes all*	
													work in	*work in*	
Schedule B													*SOW items*	*SOW items*	
European Industrial Gas Support Program													*a thru k- no*	*a thru k-*	
													valve	*with valve*	**Empty**
		Gas and	**Unit**	**Est**		**Exchange**	**Unit**	**Est**		**Refurbishment**	**Unit**		*replacement*	*replacement*	**Cylinder**
		Cylinder	**of**	**Annual**	**Unit**	**Cylinder**	**of**	**Annual**	**Unit**	**Empty**	**of**	**Annual**	**Unit**	**Unit**	**Disposal**
Line	**GAS**	**(Full)**	**Issue**	**Quantity**	**Price**	**(Gas only)**	**Issue**	**Quantity**	**Price**	**cylinder**	**Issue**	**Quantity**	**Price**	**Price**	**Price**
													Includes all	*Includes all*	
	Amendment 0002												*work in*	*work in*	
Schedule B													*SOW items*	*SOW items*	
European Industrial Gas Support Program													*a thru k- no*	*a thru k-*	
													valve	*with valve*	**Empty**
		Gas and	**Unit**	**Est**		**Exchange**	**Unit**	**Est**		**Refurbishment**	**Unit**		*replacement*	*replacement*	**Cylinder**
		Cylinder	**of**	**Annual**	**Unit**	**Cylinder**	**of**	**Annual**	**Unit**	**Empty**	**of**	**Annual**	**Unit**	**Unit**	**Disposal**
Line	**GAS**	**(Full)**	**Issue**	**Quantity**	**Price**	**(Gas only)**	**Issue**	**Quantity**	**Price**	**cylinder**	**Issue**	**Quantity**	**Price**	**Price**	**Price**
0001	Acetylene 10CF	6830-01-512-8738	CY	150		6830-01-508-298	CY	120		8120-00-285-4733	EA	30			
0002	Acetylene 40 CF	6830-01-512-9079	CY	150		6830-01-508-2995	CY	120		8120-00-663-3019	EA	30			
0003	Acetylene 190 CF	6830-01-512-8760	CY	150		6830-01-508-2996	CY	120		8120-00-597-5670	EA	30			
0004	Acetylene 225 CF	6830-01-512-8778	CY	150		6830-01-508-3000	CY	120		8120-00-268-3360	EA	30			
0005	Human Resp Air 230 CF	6830-01-512-8718	CY	30		6830-01-508-3003	CY	24		8120-00-282-8075	EA	6			
0006	Human Resp Air 285 CF	6830-01-512-8787	CY	30		6830-01-508-3009	CY	24		8120-01-329-1500	EA	6			
0007	Argon, Type 1 (99.985%)	6830-01-512-8797	CY	62		6830-01-508-3027	CY	50		8120-00-282-8077	EA	12			
0008	Argon, Type 1 381 CF	6830-01-512-8812	CY	62		6830-01-508-3028	CY	50		8120-01-431-1177	EA	12			
0009	Argon, Type 1 578 CF	6830-01-512-8815	CY	62		6830-01-508-3031	CY	50		8120-01-360-1873	EA	12			
0010	Argon (99.997%), 246 CF	6830-01-512-8816	CY	62		6830-01-508-3032	CY	50		8120-00-282-8077	EA	12			
0011	Carbon Dioxide (non-med)-50lb	6830-01-512-8721	CY	30		6830-01-508-3038	CY	24		8120-00-181-8082	EA	6			
0012	Carbon Dioxide (fire) 15 lb	6830-01-512-8733	CY	30		6830-01-508-3040	CY	24		8120-01-502-4379	EA	6			
0013	Carbon Dioxide (fire) 50 lb	6830-01-512-8989	CY	30		6830-01-508-2994	CY	24		8120-01-502-4378	EA	6			
0014	Helium - 216 CF (Grade A)	6830-01-512-8997	CY	50		6830-01-508-2997	CY	40		8120-00-244-6981	EA	10			
0015	Helium - 216 CF (Grade B)	6830-01-512-9008	CY	50		6830-01-508-3007	CY	40		8120-00-151-9753	EA	10			
0016	Hydrogen - 211 CF (Grade A)	6830-01-512-9014	CY	20		6830-01-508-3011	CY	16		8120-01-178-4754	EA	8			
0017	Hydrogen - 78 CF (Grade C)	6830-01-512-9021	CY	20		6830-01-508-3015	CY	16		8120-01-281-0353	EA	4			
0018	Hydrogen - 211 CF (Grade L)	6830-01-512-9024	CY	20		6830-01-508-3030	CY	16		8120-01-178-4754	EA	4			
0019	Nitrogen - 226 CF (99.95%)	6830-01-512-8735	CY	200		6830-01-508-3035	CY	160		8120-00-985-7275	EA	120			
0020	Nitrogen - 226 CF (99.99%)	6830-01-512-8753	CY	200		6830-01-508-3036	CY	160		8120-00-985-7275	EA	1			
0021	Nitrogen - 113 CF	6830-01-512-8792	CY	200		6830-01-508-3039	CY	160		8120-01-134-9896	EA	40			
0022	Nitrogen - 226 CF (grade B)	6830-01-512-8809	CY	200		6830-01-508-3041	CY	160		8120-00-985-7275	EA	1			

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Schedule B

European Industrial Gas Support Program

Line	GAS	Gas and Cylinder (Full)	Unit of Issue	Est Annual Quantity	Unit Price	Exchange Cylinder (Gas only)	Unit of Issue	Est Annual Quantity	Unit Price	Refurbishment Empty cylinder	Unit of Issue	Annual Quantity	*Includes all work in SOW items a thru k- no valve replacement* Unit Price	*Includes all work in SOW items a thru k- with valve replacement* Unit Price	Empty Cylinder Disposal Price
0023	Nitrogen - 276 CF	6830-01-512-8894	CY	200		6830-01-508-3005	CY	160		8120-01-023-0539	EA	40			
0024	Nitrogen - 336 CF	6830-01-512-8897	CY	200		6830-01-508-3010	CY	160		8120-01-263-3614	EA	40			
0025	Nitrogen - 494 CF	6830-01-512-8918	CY	200		6830-01-508-3014	CY	160		8120-01-362-6386	EA	40			
0026	Nitrogen - 226 CF (Ty1,GrB,CL2)	6830-01-512-8930	CY	200		6830-01-508-3021	CY	160		8120-00-193-1698	EA	40			
0027	Nitrogen - 336 CF (Ty1,GrB,CL2)	6830-01-512-8929	CY	200		6830-01-508-3025	CY	160		8120-01-285-3377	EA	40			
0028	ABO - 247 CF	6830-01-512-8983	CY	500		6830-01-508-9029	CY	400		8120-00-282-8083	EA	100			
0029	ABO - 308 CF	6830-01-512-9022	CY	100		6830-01-508-9024	CY	80		8120-00-285-1575	EA	20			
0030	ABO - Cryogenic Liquid - Bulk	6830-00-808-9531	GL	TBD		[redacted]				[redacted]					
0031	Technical Oxygen - 247 CF	6830-01-512-9036	CY	110		6830-01-508-3043	CY	88		8120-00-357-7992	EA	22			
0032	Technical Oxygen - 308 CF	6830-01-512-9027	CY	110		6830-01-508-3044	CY	88		8120-00-883-1174	EA	22			
0033	Technical Oxygen - 48 CF	6830-01-512-9030	CY	110		6830-01-508-3045	CY	88		8120-01-325-6750	EA	22			
0034	Technical Oxygen - 27 CF	6830-01-512-9035	CY	110		6830-01-508-3048	CY	88		8120-00-285-1576	EA	22			
0035	Technical Oxygen - 48 CF	6830-01-512-9043	CY	110		6830-01-508-3050	CY	88		8120-00-866-0206	EA	22			
0036	Propane - 20 lb	6830-01-512-9059	CY	20		6830-01-508-9379	CY	16		8120-00-530-5225	EA	4			
0037	Propane - 40 lb	6830-01-512-9112	CY	20		6830-01-508-9047	CY	16		8120-00-175-8568	EA	4			
0038	Propane - 100 lb	6830-01-512-9067	CY	20		6830-01-508-9044	CY	16		8120-00-175-8569	EA	4			
0039	Sulfur Hexafluoride - 25 lb	6830-01-512-9066	CY	18		6830-01-509-7380	CY	1		8120-00-181-7181	EA	2			
0040	Sulfur Hexafluoride - 40 lb	6830-01-512-9072	CY	36		6830-01-509-7383	CY	1		8120-01-394-4200	EA	4			
0041	Sulfur Hexafluoride - 100 lb	6830-01-512-9071	CY	180		6830-01-509-7387	CY	1		8120-00-139-4441	EA	20			
0042	Generic Cylinder- 247CF-9x51 (3AA2015/2265)									8120-01-015-5180	EA	1			

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September 17, 2003

EUROPEAN
INDUSTRIAL GAS SUPPORT PROGRAM
STATEMENT OF WORK

PURPOSE: The purpose of this industrial gas support program is to supply industrial compressed and liquefied gases to Military and Federal activities in Europe. The European Industrial Gas Support Program includes, but is not limited to, the following:

- Supplying various types and grades of compressed and liquefied gases in a variety of cylinder sizes.
- Delivering filled cylinders to the customer's site.
- Picking up empty cylinders from the customer's site, as required.
- Maintaining a pool of U.S. Government furnished empty cylinders at the Contractor's site.
- Storing full oxygen cylinders at the Contractor's site, as required.
- Storing and maintaining the stock level of full sulfur hexafluoride cylinders at the Contractor's site.
- Providing empty cylinders in accordance with U.S. Government requirements, as required.
- Performing maintenance on empty cylinders, as required.
- Providing reports, as specified in this Statement of Work.
- Disposing of unserviceable cylinders, as required.

COMPRESSED AND LIQUEFIED GASES: The Contractor shall provide the following types and grades of compressed and liquefied gases, in accordance with the corresponding specifications:

- Acetylene, BB-A-106 Grade B
- Air, Human Respiration, BB-A-1034 Source I Grade A
- Argon, MIL-A-18455 Type I
- Argon, exception to MIL-A-18455 Type I (99.997%)
- Carbon Dioxide, BB-C-101 Grade B
- Helium, BB-H-1168 Grade A and Grade B
- Hydrogen, BB-H-886 Grade A
- Hydrogen, CGA Spec. G-5.3 Grade C and Grade L
- Nitrogen, A-A-59503 Type I, Grade A, Class 1
- Nitrogen, exception to A-A-59503 Type I, Grade A, Class 1 (99.99%)
- Nitrogen, A-A-59503 Type I, Grade B, Class 1 and Class 2
- Oxygen, Aviators Breathing, MIL-PRF-27210 Type I and Type II
- Oxygen, Technical BB-O-925 Type I
- Butane, Propane, and Butane-Propane Mixtures
- Sulfur Hexafluoride, ASTM D 2472

CYLINDERS: The Contractor shall provide the compressed and liquefied gases in the following U.S. Government furnished cylinders, or as otherwise specified in the contract or order:

GAS & CYL U/I = CY (FULL)	EXCHANGE U/I = CY (GAS ONLY)	CYLINDER U/I = EA (EMPTY)	DOT CYL SPEC	STD CAP	DIMENSIONS O.D. BY LG
ACETYLENE BB-A-106					
GRADE B (98.0%)					
6830-01-512-8738	6830-01-508-2985	8120-00-285-4733	8 OR 8AL	10 CF	4.0 X 12.5
6830-01-512-9079	6830-01-508-2995	8120-00-663-3019	8 OR 8AL	40 CF	6.0 X 20.0
6830-01-512-8760	6830-01-508-2996	8120-00-597-5670	8 OR 8AL	190 CF	9.5 X 32.5
6830-01-512-8778	6830-01-508-3000	8120-00-268-3360	8 OR 8AL	225 CF	12.0 X 29.0
AIR, HUMAN RESPIRATION BB-A-1034					
GRADE A					
6830-01-512-8718	6830-01-508-3003	8120-00-282-8075	3AA2015/2265	230 CF	9.0 X 51.0
6830-01-512-8787	6830-01-508-3009	8120-01-329-1500	3AA2400	285 CF	9.25 X 55.0
ARGON MIL-A-18455					
TYPE I (99.985%)					
6830-01-512-8797	6830-01-508-3027	8120-00-282-8077	3AA2015/2265	246 CF	9.0 X 51.0
6830-01-512-8812	6830-01-508-3028	8120-01-431-1177	3AA3500	381 CF	9.25 X 51.0
6830-01-512-8815	6830-01-508-3031	8120-01-360-1873	3AA6000	578 CF	9.25 X 51.0
TYPE I (99.997)					
6830-01-512-8816	6830-01-508-3032	8120-00-282-8077	3AA2015/2265	246CF	9.0 X 51.0
CARBON DIOXIDE BB-C-101					
GRADE B (NON-MEDICAL)					
6830-01-512-8721	6830-01-508-3038	8120-00-181-8082	3AA1800/2015	50LB	9.0 X 51.0
GRADE B (FIRE)					
6830-01-512-8733	6830-01-508-3040	8120-01-502-4379	3AA2015	15 LB	6.5 X 26.0
6830-01-512-8989	6830-01-508-2994	8120-01-502-4378	3AA2015	50 LB	8.5 X 51.0
HELIUM BB-H-1168					
GRADE A (99.995%)					
6830-01-512-8997	6830-01-508-2997	8120-00-244-6981	3AA2015/2265	216 CF	9.0 X 51.0
GRADE B (97.5%)					
6830-01-512-9008	6830-01-508-3007	8120-00-151-9753	3AA2015/2265	216 CF	9.0 X 51.0
HYDROGEN BB-H-886					
GRADE A (99.0%)					
6830-01-512-9014	6830-01-508-3011	8120-01-178-4754	3AA2015/2265	211CF	9.0 X 51.0
GRADE C (99.95%) CGA SPEC G-5.3					

6830-01-512-9021	6830-01-508-3015	8120-01-281-0353	3AA2015	75 CF	8.0 X 27.0

GRADE L (99.999%) CGA SPEC G-5.3

6830-01-512-9024	6830-01-508-3030	8120-01-178-4754	3AA2015/2265	211 CF	9.0 X 51.0

NITROGEN A-A-59503

TYPE I, GRADE A (99.95%), CLASS 1 (OF)

6830-01-512-8735	6830-01-508-3035	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE 99.99%, CLASS 1 (OF)

6830-01-512-8753	6830-01-508-3036	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE B (99.5%), CLASS 1 (OF)

6830-01-512-8792	6830-01-508-3039	8120-01-134-9896	3AA2015/2265	113 CF	7.0 X 43.0
6830-01-512-8809	6830-01-508-3041	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0
6830-01-512-8894	6830-01-508-3005	8120-01-023-0539	3AA2400	276 CF	9.25 X 55.0
6830-01-512-8897	6830-01-508-3010	8120-01-263-3614	3AA3500	336 CF	9.25 X 51.0
6830-01-512-8918	6830-01-508-3014	8120-01-362-6386	3AA6000	494 CF	9.25 X 51.0

TYPE I, GRADE B (99.5%), CLASS 2 (OT)

6830-01-512-8930	6830-01-508-3021	8120-00-193-1698	3AA2015/2265	226CF	9.0 X 51.0
6830-01-512-8929	6830-01-508-3025	8120-01-285-3377	3AA3500	336 CF	9.0 X 51.0

OXYGEN, AVIATORS BREATHING MIL-PRF-27210

TYPE I (GASEOUS)

6830-01-512-8983	6830-01-508-9029	8120-00-282-8083	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-512-9022	6830-01-508-9024	8120-00-285-1575	3AA2400	308 CF	9.25 X 55.0

TYPE II (CRYOGENIC LIQUID)

6830-00-808-9531			BULK	GALLON	

OXYGEN, TECHNICAL BB-O-925

TYPE I (GASEOUS)

6830-01-512-9036	6830-01-508-3043	8120-00-357-7992	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-512-9027	6830-01-508-3044	8120-00-883-1174	3AA2400	308 CF	9.25 X 55.0
6830-01-512-9030	6830-01-508-3045	8120-01-325-6750	3AA2015/2265	48 CF	7.0 X 19.5
6830-01-512-9035	6830-01-508-3048	8120-00-285-1576	3AA2015/2265	27 CF	5.375 X 18.5
6830-01-512-9043	6830-01-508-3050	8120-00-866-0206	3AA2015/2265	48 CF	7.0 X 19.5

BUTANE, PROPANE, AND BUTANE-PROPANE MIXTURES GPA STANDARD 2140-97

TYPE I, BUTANE

TYPE II, PROPANE, GRADE HD-5

6830-01-512-9059	6830-01-508-9379	8120-00-530-5225	4BW240	20 LB	12.5 X 16.5
6830-01-512-9112	6830-01-508-9047	8120-00-175-8568	4BW240	40 LB	12.5 X 28.0
6830-01-512-9067	6830-01-508-9044	8120-00-175-8569	4BW240	100 LB	14.5 X 44.0

TYPE III, BUTANE-PROPANE MIXTURES

SULFUR HEXAFLUORIDE ASTM D 2472

6830-01-512-9066	6830-01-509-7383	8120-00-181-7181	3AA1800/2015	25 LB	6.5 X 25.0
6830-01-512-9072	6830-01-509-7387	8120-01-394-4200	3AA2015	40 LB	7.0 X 32.5
6830-01-512-9071	6830-01-509-7380	8120-00-139-4441	3AA2015	100 LB	9.0 X 51.0

GENERIC CYLINDER

8120-01-015-5180	3AA2015/2265	247 CF	9.0 X 51.0

The Contractor must be able to deliver full cylinders with a minimum quantity of one cylinder to a maximum truckload quantity of 16 pallets to various requesting facilities within Europe.

Where the Contractor has the required full cylinders on-hand, all Direct-Vendor-Delivery (DVD) orders, shall be filled within 3 working days, after receipt of the customer's order by the Contractor.

All other orders shall be filled within 30 days, after receipt of the customer's order by the Contractor.

INDUSTRIAL GAS PROGRAM

Definition of program: The Contractor shall be responsible for providing all materials, vehicles, equipment, permits, transportation and any other items or services necessary to support this Industrial Gas Support Program. The Contractor shall provide total cylinder support including, but not limited to, the delivery of full cylinders to, and the pick-up of empty cylinders from, customers' sites within Europe. The successful Contractor shall also be responsible for storing and maintaining a pool of U.S. Government owned cylinders.

This Industrial Gas Service Program consists of a customer ordering full compressed and liquefied gas cylinders, the delivery of the cylinders ordered by the customer to the customer's site, the pick-up of empty cylinders from the customer's site, the reconditioning of the empty cylinders, the maintenance of a pool of U.S. Government owned cylinders, and the disposal of unserviceable cylinders, in accordance with local environmental rules and regulations. The customer's requirements shall be electronically generated and shall result in a "contract call" or "delivery order" being sent to the Contractor via a Paperless Order Placement System (POPS). The number of full cylinders ordered by the customer may vary significantly from the number of empty cylinders available for pick-up. All empty cylinders picked up from the customer's site shall be returned to the successful Contractor's site for reconditioning and subsequent refilling. The Contractor shall dispose of all unserviceable cylinders in accordance with all environmental laws and regulations. Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. Each customer and the Contractor shall review and balance their systems quarterly.

All empty cylinder pick-ups, empty cylinder reconditioning and unserviceable cylinder disposal by the Contractor shall be performed at no additional cost to the customer. A fee for the disposal of unserviceable cylinders shall be negotiated with the Contracting Officer prior to contract award.

Cylinder Pool: After contract award, the Contractor shall be required to establish and maintain a pool of U.S. Government owned cylinders at the Contractor's site.

To initially establish the cylinder pool the Contractor shall pick up a sufficient quantity of various types and sizes of empty compressed gas cylinders, to be furnished by the U.S. Government, from the DLA depot, customer's sites or as directed by contract or order. These empty cylinders shall be new, reconditioned, or cylinders requiring reconditioning.

After the initial pool has been established, the stock level of empty cylinders within the pool shall be maintained through customer pick-ups, with any deficit being furnished by the U.S. Government. It is the Contractor's responsibility to maintain adequate stock in the cylinder pool at all times, in order to meet customer demands within the required delivery times. Should the customer pick ups be insufficient to maintain the required stock level in the cylinder pool, it is the Contractor's responsibility to notify the Contract Administrator in a timely fashion, indicating both the quantity and the empty cylinder NSN required to bring the cylinder pool stock level back into an acceptable range. Upon notification from the Contractor the U.S. Government shall provide the required type and number of empty cylinders. As directed by the Contract Administration, the Contractor may be required to pick up the empty cylinders and transport them back to the Contractor's site.

As part of the cylinder pool the U.S. Government shall furnish the Contractor full oxygen cylinders in accordance with NSN 6830-01-049-5263 and full sulfur hexafluoride cylinders in accordance with NSN 6830-00-817-2342. The contractor shall store these full cylinders for the U.S. Government and shall **maintain the stock level of the full sulfur hexafluoride cylinders at all times**.

At the end of the term of this contract, all U.S. Government owned cylinders in the cylinder pool shall be returned to the U.S. Government by the Contractor.

Reporting Requirements: The Contractor shall provide DSCR-JDPB an itemized statement of services performed on each cylinder by location site quarterly.

The Contractor shall dispose of unserviceable cylinders in accordance with European country requirements, and the Contractor shall provide DSCR-JDPB an itemized statement of cylinder disposals quarterly to include the NSN, quantity, and the site from which the cylinder was picked up.

On a weekly basis the Contractor shall provide DSCR-JDSA an inventory of all full cylinders, all empty cylinders, and all cylinders awaiting refurbishment. This inventory shall include the appropriate NSN, gas service and cylinder size.

Cylinder/Container Requirements: Cylinders and other containers for gaseous and liquid forms of gases shall comply with Department of Transportation (DOT) and Department of Defense (DOD) specification and standards, and shall be maintained, filled, marked, and labeled and shipped to comply with current transportation, storage, and handling documents.

Valves: All valves shall conform to the requirements of Military Specification MIL-DTL-2. Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-

1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and it's service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.

The following exception is taken to MIL-DTL-2:

- Paragraph 3.13.1 Body marking, b. delete "name" and insert "chemical symbol".

Cylinder Re-qualification

1. DOT 3A, 3AA and 3AL Cylinders

a) Re-qualification Date. If the applicable DOT regulations require a cylinder to be re-qualified within three (3) months of the scheduled date of shipment to a continental US destination, or within two (2) years of the scheduled date of shipment to an overseas destination, the cylinder shall be re-qualified as necessary. Upon request by the ordering activity, the Contractor shall re-qualify any U.S. Government owned cylinder regardless of the scheduled re-qualification date.

b) Hydrostatic Testing. Hydrostatic testing shall be performed in accordance with an approved method described in Compressed Gas Association Pamphlet C-1 "Methods for Hydrostatic Testing of Compressed Gas Cylinders".

c) Visual Inspection. Visual inspections shall be performed in accordance with the Compressed Gas Association Pamphlet C-6 "Standards for Visual Inspection of Steel Compressed Gas Cylinders".

d) All testing and inspections shall be in full compliance with 49 CFR Part 180 subpart C.

2. DOT 8 and 8AL Cylinders

a) Inspection. Each acetylene cylinder shall be re-qualified for both the external shell and the internal filler mass in accordance with the requirements of the Compressed Gas Association Pamphlet C-13 "Guidelines for Periodic Visual Inspection and Re-qualification of Acetylene Cylinders".

Methods of Shipment: Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. All U.S. Government furnished pallets, bins, baskets, cross-bracing, etc., used to transport the empty cylinders to the Contractor's fill plant shall be reused to transport the full cylinders to their destination. The transportation of full and empty cylinders in U.S. Government or Contractor owned steel bins, baskets, pallets, or other similar devices is authorized provided such means of transportation meets or exceeds all DOT and European country regulations. Loose cylinders shall be transported in a vertical position secured in a manner that will prevent any movement that might damage the cylinder, its paint or its markings. The total quantity of cylinders per truckload shall be adjusted to the total capability of the number of containment devices used. The truckload lot may be any combination of carrying devices limited in number only by the available floor space on the vehicle.

Reconditioning of U.S. Government Owned Cylinders: The Contractor shall perform cylinder maintenance and reconditioning services that are necessary to maintain the cylinders in a fully serviceable condition. These services shall be performed as outlined in MIL-STD-1411 "Inspection and Maintenance of Compressed Gas Cylinders". The U.S. Government shall reimburse the Contractor for services provided based on a negotiated fee-for-service rate schedule.

The Contractor shall furnish all materials and replacement component parts, in order to perform the authorized services listed below:

a) Stripping and Painting, to include, stripping of paint as necessary by grit blast, caustic solution, or wire brush and repainting with the proper color code, all lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required by applicable regulations. Treatment and painting shall be by any method or system that will provide a finish that will meet the requirements of the item description for the reconditioned cylinder NSN.

b) Stenciling, miscellaneous (applicable to stenciling required on cylinders that do not require stripping or painting).

c) Hydrostatic testing of cylinders. Cylinders shall be tested in accordance with DOD and DOT regulations. To include valve removal, testing, indenting new test date, drying interior with air or an inert gas to a dew point consistent with the quality of the product for which the cylinder is designated, and resetting same or new valve.

- **NOTE**: At the time of solicitation the Contractor shall be required to furnish documentation substantiating that the hydrostatic testing facility is DOT certified. In addition, the Contractor shall perform a hydrostatic test on any or all cylinders, on or before the required test date, as directed by contract or order.

d) Modified hydrostatic test, where permitted by DOT regulations. This shall also include all of the supplemental requirements as in C. above.

e) Visual inspection in lieu of hydrostatic test, where permitted by DOT regulations. This shall include the removal of the valve, internal and external inspection, and resetting the same or new valve.

f) Internal drying the interior of cylinder as in c. above but not in conjunction with a hydrostatic test.

g) Internal mechanical cleaning of cylinder prior to or not in conjunction with a hydrostatic test to include flushing of particulate matter with air or water.

h) Internal chemically cleaning of cylinder to remove a hydrocarbon or other contaminant as required by applicable specifications. To include pressurization, evacuation, purging and analyzing to assure removal of all contamination.

i) Remove fractured, rusted or damaged cylinder parts, to include valve protection cap, valve, plugs and collars.

- **NOTE:** All serviceable parts, valves and fittings that are removed from the U.S. Government owned cylinders and not reused by the Contractor shall be returned to the U.S. Government as directed by the Contracting Officer at the end of the contract.

j) Metal stamping chemical symbol of the gas on valve.

k) External visual inspection of Acetylene cylinders. This shall include preparing the external metal surface (stripping if necessary) and performing a visual inspection of all exterior surfaces and flange threads for deteriorating conditions in accordance with and not to exceed limits found in CGA Pamphlet C-13.

l) Internal visual inspection of Acetylene cylinders. This shall include the removal of the valve, all fuse plugs, screen, felt pads and inspect the interior filler mass for shrinkage and deterioration in accordance with the procedures found in CGA Pamphlet C-13. Once the inspection has been completed and the cylinder found acceptable, the cylinder shall be reassembled with new felt pads and a new screen and the same or new valve. All deteriorating fuse plugs shall be replaced.

m) Remove and reclaim and/or destroy all residue of a known product prior to the reconditioning of a cylinder for refilling.

n) The following exception is taken to MIL-STD-1411A:

- Paragraph 5.3.2.5.3 Valve installation, in the first sentence delete "antisieze thread compound".

UNLISTED SERVICES: Permission to perform unlisted services not covered by this document must be obtained from the Contract Administrator, prior to performing the service.

Replacement Cylinder Parts and Accessories: The Contractor shall provide the following parts and accessories as required:

1. Cylinder valves
2. Dip tube (siphon) including retreating
3. Collar (Neck Flange)
4. Valve hood (Valve protection cap)
5. Frangible disc type pressure relief device assembly
6. Combination fusible plug-frangible disc type pressure relief device assembly
7. Plastic valve outlet cap or plug (not permitted for oxygen service)
8. Brass valve outlet cap or plug and retaining chain and clip
9. Frangible disc
10. Fusible plug in valve
11. Fusible plug in cylinder
12. Valve stem
13. Valve packing
14. Felt pads (Acetylene cylinders)

15. Acetone (Acetylene cylinders)
16. Screen (Acetylene)

Non-Reparable U.S. Government Owned Cylinders: Prior to disposing of non-reparable U.S. Government owned cylinders, parts, fittings and appurtenances, the Contractor shall contact the ordering (owning) activity. The Contractor shall make disposition in accordance with agency instructions. Any costs incurred by the Contractor in processing non-reparable U.S. Government owned cylinders, except for handling charges normally incurred by the Contractor, shall be absorbed by the agency based on a negotiated price to be determined prior to contract award.

Contractor Obligations

A. Transportation of Cylinders: Transportation of both the full and empty cylinders between the customer's location and the Contractor's shipping and receiving point shall be by conveyance provided by, or at the expense of, the Contractor.

B. Material Safety Data Sheets (MSDS): The Contractor must prepare an MSDS for each hazardous item as prescribed in Federal Standard 313, and ensure that the contract number, part number/trade name, National Stock Number (NSN) or Local Stock Number (LSN), Temporary Stock Number (TSN), Activity Control Number (ACN) and complete specification reference including type, grade and class are included on the MSDS. This applies to all items that are classified as hazardous in Federal standard No. 313 or in the OSHA Hazardous Communication Rule (29 CFR, PART1910, SUBPART H).

C. Inspection and Testing: The Contractor is responsible for the performance of all inspection and testing requirements as defined herein. Except as otherwise noted, the Contractor may use his own or any other facilities suitable for the performance of the inspection and test requirements. The U.S. Government reserves the right to perform any of the inspections or tests set forth herein, where such inspection tests are deemed necessary to assure supplies and services conform to the prescribed requirements.

D. Approvals: The Contractor is responsible for obtaining/maintaining all required certifications, licenses, and state and municipal locale approvals, as specified herein during performance of the contract.

E. Quality Assurance Program: The Contractor shall establish and maintain a Quality Assurance Program that complies with all terms and conditions specified herein for all work performed under the contract.

F. Workmanship: Unless otherwise specifically provided herein, the quality of all items rendered shall conform to applicable industry standards.

Amend 0001

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001		LTC03170012696	

6. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond,VA 23297-
Initiator: JEFF WEST
PDADX11 (804) 279-5844
E-mail: jeff.west@dla.mil

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, State and ZIP Code)*

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.
SP0450-03-R-4318

X 9B. DATED *(SEE ITEM 11)*
2003 JUL 16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc).* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

NSN: 6830-00-292-0138
The attached statement of work (dated July 17, 2003) shall be utilized in lieu of the statement of work (dated July 2, 2003) in the original solicitation.

Block 4 on page one (1) of the solicitation should designate a Negotiated Solicitation (RFP).

Block 9 on page one (1) of the solicitation should designate 3 copies in lieu of NO copies. See instructions on page 28 of 50 concerning the requirement for 3 copies.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED

Amend #01 2 of 10

July 17, 2003

EUROPEAN
INDUSTRIAL GAS SUPPORT PROGRAM
STATEMENT OF WORK

PURPOSE: The purpose of this industrial gas support program is to supply industrial compressed and liquefied gases to Military and Federal activities in Europe. The European Industrial Gas Support Program includes, but is not limited to, the following:

- Supplying various types and grades of compressed and liquefied gases in a variety of cylinder sizes.
- Delivering filled cylinders to the customer's site.
- Picking up empty cylinders from the customer's site, as required.
- Maintaining a pool of Government furnished empty cylinders at the Contractor's site.
- Storing full oxygen cylinders at the Contractor's site, as required.
- Storing and maintaining the stock level of full sulfur hexafluoride cylinders at the Contractor's site.
- Providing empty cylinders in accordance with Government requirements, as required.
- Performing maintenance on empty cylinders, as required.
- Providing reports, as specified in this Statement of Work.
- Disposing of unserviceable cylinders, as required.

COMPRESSED AND LIQUEFIED GASES: The Contractor shall provide the following types and grades of compressed and liquefied gases, in accordance with the corresponding specifications:

- Acetylene, BB-A-106 Grade B
- Air, Human Respiration, BB-A-1034 Source I Grade A
- Argon, MIL-A-18455 Type I
- Argon, exception to MIL-A-18455 Type I (99.997%)
- Carbon Dioxide, BB-C-101 Grade B
- Helium, BB-H-1168 Grade A and Grade B
- Hydrogen, BB-H-886 Grade A
- Hydrogen, CGA Spec. G-5.3 Grade C and Grade L
- Nitrogen, A-A-59503 Type I, Grade A, Class 1
- Nitrogen, exception to A-A-59503 Type I, Grade A, Class 1 (99.99%)
- Nitrogen, A-A-59503 Type I, Grade B, Class 1 and Class 2
- Oxygen, Aviators Breathing, MIL-PRF-27210 Type I and Type II
- Oxygen, Technical BB-O-925 Type I
- Butane, Propane, and Butane-Propane Mixtures
- Sulfur Hexafluoride, ASTM D 2472

CYLINDERS: The Contractor shall provide the compressed and liquefied gases in the following Government furnished cylinders, or as otherwise specified in the contract or order:

GAS & CYL U/I = CY (FULL)	EXCHANGE U/I = CY (GAS ONLY)	CYLINDER U/I = EA (EMPTY)	DOT CYL SPEC	STD CAP	DIMENSIONS O.D. BY LG
ACETYLENE BB-A-106					
GRADE B (98.0%)					
6830-00-292-0138	6830-01-508-2985	8120-00-285-4733	8 OR 8AL	10 CF	4.0 X 12.5
6830-00-264-6752	6830-01-508-2995	8120-00-663-3019	8 OR 8AL	40 CF	6.0 X 20.0
6830-00-292-0137	6830-01-508-2996	8120-00-597-5670	8 OR 8AL	190 CF	9.5 X 32.5
6830-00-264-6751	6830-01-508-3000	8120-00-268-3360	8 OR 8AL	225 CF	12.0 X 29.0
AIR, HUMAN RESPIRATION BB-A-1034					
GRADE A					
6830-01-264-2660	6830-01-508-3003	8120-00-282-8075	3AA2015/2265	230 CF	9.0 X 51.0
6830-01-329-7436	6830-01-508-3009	8120-01-329-1500	3AA2400	285 CF	9.25 X 55.0
ARGON MIL-A-18455					
TYPE I (99.985%)					
6830-00-985-7281	6830-01-508-3027	8120-00-282-8077	3AA2015/2265	246 CF	9.0 X 51.0
6830-01-431-0533	6830-01-508-3028	8120-01-431-1177	3AA3500	381 CF	9.25 X 51.0
6830-01-431-0564	6830-01-508-3031	8120-01-360-1873	3AA6000	578 CF	9.25 X 51.0
TYPE I (99.997)					
6830-01-431-0576	6830-01-508-3032	8120-00-282-8077	3AA2015/2265	246CF	9.0 X 51.0
CARBON DIOXIDE BB-C-101					
GRADE B (NON-MEDICAL)					
6830-00-281-3053	6830-01-508-3038	8120-00-181-8082	3AA1800/2015	50LB	9.0 X 51.0
GRADE B (FIRE)					
6830-01-433-3717	6830-01-508-3040	8120-01-502-4379	3AA2015	15 LB	6.5 X 26.0
6830-01-433-3721	6830-01-508-2994	8120-01-502-4378	3AA2015	50 LB	8.5 X 51.0
HELIUM BB-H-1168					
GRADE A (99.995%)					
6830-00-782-2656	6830-01-508-2997	8120-00-244-6981	3AA2015/2265	216 CF	9.0 X 51.0
GRADE B (97.5%)					
6830-01-431-1166	6830-01-508-3007	8120-00-151-9753	3AA2015/2265	216 CF	9.0 X 51.0
HYDROGEN BB-H-886					
GRADE A (99.0%)					
6830-01-431-1196	6830-01-508-3011	8120-01-178-4754	3AA2015/2265	211CF	9.0 X 51.0
GRADE C (99.95%) CGA SPEC G-5.3					

6830-00-182-6321	6830-01-508-3015	8120-01-281-0353	3AA2015	75 CF	8.0 X 27.0

GRADE L (99.999%) CGA SPEC G-5.3

6830-00-474-5789	6830-01-508-3030	8120-01-178-4754	3AA2015/2265	211 CF	9.0 X 51.0

NITROGEN A-A-59503

TYPE I, GRADE A (99.95%), CLASS 1 (OF)

6830-00-656-1596	6830-01-508-3035	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE 99.99%, CLASS 1 (OF)

6830-00-758-6475	6830-01-508-3036	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE B (99.5%), CLASS 1 (OF)

6830-00-192-9067	6830-01-508-3039	8120-01-134-9896	3AA2015/2265	113 CF	7.0 X 43.0
6830-01-028-9402	6830-01-508-3041	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0
6830-01-267-9591	6830-01-508-3005	8120-01-023-0539	3AA2400	276 CF	9.25 X 55.0
6830-01-265-4068	6830-01-508-3010	8120-01-263-3614	3AA3500	336 CF	9.25 X 51.0
6830-01-431-0639	6830-01-508-3014	8120-01-362-6386	3AA6000	494 CF	9.25 X 51.0

TYPE I, GRADE B (99.5%), CLASS 2 (OT)

6830-01-250-2888	6830-01-508-3021	8120-00-193-1698	3AA2015/2265	226CF	9.0 X 51.0
6830-01-283-8777	6830-01-508-3025	8120-01-285-3377	3AA3500	336 CF	9.0 X 51.0

OXYGEN, AVIATORS BREATHING MIL-PRF-27210

TYPE I (GASEOUS)

6830-01-169-3977	6830-01-508-9029	8120-00-282-8083	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-258-7020	6830-01-508-9024	8120-00-285-1575	3AA2400	308 CF	9.25 X 55.0

TYPE II (CRYOGENIC LIQUID)

6830-00-808-9531			BULK	GALLON	

OXYGEN, TECHNICAL BB-O-925

TYPE I (GASEOUS)

6830-01-049-5263	6830-01-508-3043	8120-00-357-7992	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-431-0681	6830-01-508-3044	8120-00-883-1174	3AA2400	308 CF	9.25 X 55.0
6830-01-333-3151	6830-01-508-3045	8120-01-325-6750	3AA2015/2265	48 CF	7.0 X 19.5
6830-00-782-2645	6830-01-508-3048	8120-00-285-1576	3AA2015/2265	27 CF	5.375 X 18.5
6830-00-945-3961	6830-01-508-3050	8120-00-866-0206	3AA2015/2265	48 CF	7.0 X 19.5

BUTANE, PROPANE, AND BUTANE-PROPANE MIXTURES GPA STANDARD 2140-97

TYPE I, BUTANE

TYPE II, PROPANE, GRADE HD-5

6830-00-229-8946	6830-01-508-9379	8120-00-530-5225	4BW240	20 LB	12.5 X 16.5
6830-00-782-6491	6830-01-508-9047	8120-00-175-8568	4BW240	40 LB	12.5 X 28.0
6830-00-985-7278	6830-01-508-9044	8120-00-175-8569	4BW240	100 LB	14.5 X 44.0

TYPE III, BUTANE-PROPANE MIXTURES

SULFUR HEXAFLUORIDE ASTM D 2472

6830-00-817-2342	6830-01-509-7383	8120-00-181-7181	3AA1800/2015	25 LB	6.5 X 25.0
6830-01-394-4195	6830-01-509-7387	8120-01-394-4200	3AA2015	40 LB	7.0 X 32.5
6830-00-985-7283	6830-01-509-7380	8120-00-139-4441	3AA2015	100 LB	9.0 X 51.0

GENERIC CYLINDER

		8120-01-015-5180	3AA2015/2265	247 CF	9.0 X 51.0

The Contractor must be able to deliver full cylinders with a minimum quantity of one cylinder to a maximum truckload quantity of 16 pallets to various requesting facilities within Europe.

Where the Contractor has the required full cylinders on-hand, all Direct-Vendor-Delivery (DVD) orders, shall be filled within 3 working days, after receipt of the customer's order by the Contractor.

All other orders shall be filled within 30 days, after receipt of the customer's order by the Contractor.

INDUSTRIAL GAS PROGRAM

Definition of program: The Contractor shall be responsible for providing all materials, vehicles, equipment, permits, transportation and any other items or services necessary to support this Industrial Gas Support Program. The Contractor shall provide total cylinder support including, but not limited to, the delivery of full cylinders to, and the pick-up of empty cylinders from, customers' sites within Europe. The successful Contractor shall also be responsible for storing and maintaining a pool of Government owned cylinders.

This Industrial Gas Service Program consists of a customer ordering full compressed and liquefied gas cylinders, the delivery of the cylinders ordered by the customer to the customer's site, the pick-up of empty cylinders from the customer's site, the reconditioning of the empty cylinders, the maintenance of a pool of Government owned cylinders, and the disposal of unserviceable cylinders, in accordance with local environmental rules and regulations. The customer's requirements shall be electronically generated and shall result in a "contract call" or "delivery order" being sent to the Contractor via a Paperless Order Placement System (POPS). The number of full cylinders ordered by the customer may vary significantly from the number of empty cylinders available for pick-up. All empty cylinders picked up from the customer's site shall be returned to the successful Contractor's site for reconditioning and subsequent refilling. The Contractor shall dispose of all unserviceable cylinders in accordance with all environmental laws and regulations. Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. Each customer and the Contractor shall review and balance their systems quarterly.

All empty cylinder pick-ups, empty cylinder reconditioning and unserviceable cylinder disposal by the Contractor shall be performed at no additional cost to the customer. A fee for the disposal of unserviceable cylinders shall be negotiated with the Contracting Officer prior to contract award.

Cylinder Pool: After contract award, the Contractor shall be required to establish and maintain a pool of Government owned cylinders at the Contractor's site.

To initially establish the cylinder pool the Contractor shall pick up a sufficient quantity of various types and sizes of empty compressed gas cylinders, to be furnished by the Government, from the DLA depot, customer's sites or as directed by contract or order. These empty cylinders shall be new, reconditioned, or cylinders requiring reconditioning.

After the initial pool has been established, the stock level of empty cylinders within the pool shall be maintained through customer pick-ups, with any deficit being furnished by the Government. It is the Contractor's responsibility to maintain adequate stock in the cylinder pool at all times, in order to meet customer demands within the required delivery times. Should the customer pick ups be insufficient to maintain the required stock level in the cylinder pool, it is the Contractor's responsibility to notify the Contract Administrator in a timely fashion, indicating both the quantity and the empty cylinder NSN required to bring the cylinder pool stock level back into an acceptable range. Upon notification from the Contractor the Government shall provide the required type and number of empty cylinders. As directed by the Contract Administration, the Contractor may be required to pick up the empty cylinders and transport them back to the Contractor's site.

As part of the cylinder pool the Government shall furnish the Contractor full oxygen cylinders in accordance with NSN 6830-01-049-5263 and full sulfur hexafluoride cylinders in accordance with NSN 6830-00-817-2342. The contractor shall store these full cylinders for the Government and shall **maintain the stock level of the full sulfur hexafluoride cylinders at all times**.

At the end of the term of this contract, all Government owned cylinders in the cylinder pool shall be returned to the Government by the Contractor.

Reporting Requirements: The Contractor shall provide DSCR-JDPB an itemized statement of services performed on each cylinder by location site quarterly.

The Contractor shall dispose of unserviceable cylinders in accordance with European country requirements, and the Contractor shall provide DSCR-JDPB an itemized statement of cylinder disposals quarterly to include the NSN, quantity, and the site from which the cylinder was picked up.

Cylinder/Container Requirements: Cylinders and other containers for gaseous and liquid forms of gases shall comply with Department of Transportation (DOT) and Department of Defense (DOD) specification and standards, and shall be maintained, filled, marked, and labeled and shipped to comply with current transportation, storage, and handling documents.

Valves: All valves installed in Government owned cylinders shall conform to the requirements of Military Specification MIL-DTL-2 and the corresponding Qualified Products List (QPL). Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and it's service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.

Cylinder Re-qualification

1. DOT 3A, 3AA and 3AL Cylinders

a) Re-qualification Date. If the applicable DOT regulations require a cylinder to be re-qualified within three (3) months of the scheduled date of shipment to a continental US destination, or within two (2) years of the scheduled date of shipment to an overseas destination, the cylinder shall be re-qualified as necessary. Upon request by the ordering activity, the Contractor shall re-qualify any Government owned cylinder regardless of the scheduled re-qualification date.

b) Hydrostatic Testing. Hydrostatic testing shall be performed in accordance with an approved method described in Compressed Gas Association Pamphlet C-1 "Methods for Hydrostatic Testing of Compressed Gas Cylinders".

c) Visual Inspection. Visual inspections shall be performed in accordance with the Compressed Gas Association Pamphlet C-6 "Standards for Visual Inspection of Steel Compressed Gas Cylinders".

d) All testing and inspections shall be in full compliance with CFR TITLE 49 Para 173.34.

2. DOT 8 and 8AL Cylinders

a) Inspection. Each acetylene cylinder shall be re-qualified for both the external shell and the internal filler mass in accordance with the requirements of the Compressed Gas Association Pamphlet C-13 "Guidelines for Periodic Visual Inspection and Re-qualification of Acetylene Cylinders".

Methods of Shipment: Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. All government furnished pallets, bins, baskets, cross-bracing, etc., used to transport the empty cylinders to the Contractor's fill plant shall be reused to transport the full cylinders to their destination. The transportation of full and empty cylinders in U.S. Government or Contractor owned steel bins, baskets, pallets, or other similar devices is authorized provided such means of transportation meets or exceeds all DOT and European country regulations. Loose cylinders shall be transported in a vertical position secured in a manner that will prevent any movement that might damage the cylinder, its paint or its markings. The total quantity of cylinders per truckload shall be adjusted to the total capability of the number of containment devices used. The truckload lot may be any combination of carrying devices limited in number only by the available floor space on the vehicle.

Reconditioning of Government Owned Cylinders: The Contractor shall perform cylinder maintenance and reconditioning services that are necessary to maintain the cylinders in a fully serviceable condition. These services shall be performed as outlined in MIL-STD-1411 "Inspection and Maintenance of Compressed Gas Cylinders". The Government shall reimburse the Contractor for services provided based on a negotiated fee-for-service rate schedule.

The Contractor shall furnish all materials and replacement component parts, in order to perform the authorized services listed below:

Amend 0001 8 of 10

a) Stripping and Painting, to include, stripping of paint as necessary by grit blast, caustic solution, or wire brush and repainting with the proper color code, all lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required by applicable regulations. Treatment and painting shall be by any method or system that will provide a finish that will meet the requirements of the item description for the reconditioned cylinder NSN.

b) Stenciling, miscellaneous (applicable to stenciling required on cylinders that do not require stripping or painting).

c) Hydrostatic testing of cylinders. Cylinders shall be tested in accordance with DOD and DOT regulations. To include valve removal, testing, indenting new test date, drying interior with air or an inert gas to a dew point consistent with the quality of the product for which the cylinder is designated, and resetting same or new valve.

- **NOTE**: At the time of solicitation the Contractor shall be required to furnish documentation substantiating that the hydrostatic testing facility is DOT certified. In addition, the Contractor shall perform a hydrostatic test on any or all cylinders, on or before the required test date, as directed by contract or order.

d) Modified hydrostatic test, where permitted by DOT regulations. This shall also include all of the supplemental requirements as in C. above.

e) Visual inspection in lieu of hydrostatic test, where permitted by DOT regulations. This shall include the removal of the valve, internal and external inspection, and resetting the same or new valve.

f) Internal drying the interior of cylinder as in c. above but not in conjunction with a hydrostatic test.

g) Internal mechanical cleaning of cylinder prior to or not in conjunction with a hydrostatic test to include flushing of particulate matter with air or water.

h) Internal chemically cleaning of cylinder to remove a hydrocarbon or other contaminant as required by applicable specifications. To include pressurization, evacuation, purging and analyzing to assure removal of all contamination.

i) Remove fractured, rusted or damaged cylinder parts, to include valve protection cap, valve, plugs and collars.

- **NOTE:** All serviceable parts, valves and fittings that are removed from the Government owned cylinders and not reused by the Contractor shall be returned to the Government as directed by the Contracting Officer at the end of the contract.

j) Metal stamping nomenclature of gas on valve.

k) External visual inspection of Acetylene cylinders. This shall include preparing the external metal surface (stripping if necessary) and performing a visual inspection of all

exterior surfaces and flange threads for deteriorating conditions in accordance with and not to exceed limits found in CGA Pamphlet C-13.

l) Internal visual inspection of Acetylene cylinders. This shall include the removal of the valve, all fuse plugs, screen, felt pads and inspect the interior filler mass for shrinkage and deterioration in accordance with the procedures found in CGA Pamphlet C-13. Once the inspection has been completed and the cylinder found acceptable, the cylinder shall be reassembled with new felt pads and a new screen and the same or new valve. All deteriorating fuse plugs shall be replaced.

m) Remove and reclaim and/or destroy all residue of a known product prior to the reconditioning of a cylinder for refilling.

UNLISTED SERVICES: Permission to perform unlisted services not covered by this document must be obtained from the Contract Administrator, prior to performing the service.

Replacement Cylinder Parts and Accessories: The Contractor shall provide the following parts and accessories as required:

1. Cylinder valves
2. Dip tube (siphon) including retreating
3. Collar (Neck Flange)
4. Valve hood (Valve protection cap)
5. Frangible disc type pressure relief device assembly
6. Combination fusible plug-frangible disc type pressure relief device assembly
7. Plastic valve outlet cap or plug (not permitted for oxygen service)
8. Brass valve outlet cap or plug and retaining chain and clip
9. Frangible disc
10. Fusible plug in valve
11. Fusible plug in cylinder
12. Valve stem
13. Valve packing
14. Felt pads (Acetylene cylinders)
15. Acetone (Acetylene cylinders)
16. Screen (Acetylene)

Non-Reparable Government Owned Cylinders: Prior to disposing of non-reparable Government owned cylinders, parts, fittings and appurtenances, the Contractor shall contact the ordering (owning) activity. The Contractor shall make disposition in accordance with agency instructions. Any costs incurred by the Contractor in processing non-reparable Government owned cylinders, except for handling charges normally incurred by the Contractor, shall be absorbed by the agency based on a negotiated price to be determined prior to contract award.

Contractor Obligations

A. Transportation of Cylinders: Transportation of both the full and empty cylinders between the customer's location and the Contractor's shipping and receiving point shall be by conveyance provided by, or at the expense of, the Contractor.

B. Material Safety Data Sheets (MSDS): The Contractor must prepare an MSDS for each hazardous item as prescribed in Federal Standard 313, and ensure that the contract number, part number/trade name, National Stock Number (NSN) or Local Stock Number (LSN), Temporary Stock Number (TSN), Activity Control Number (ACN) and complete specification reference including type, grade and class are included on the MSDS. This applies to all items that are classified as hazardous in Federal standard No. 313 or in the OSHA Hazardous Communication Rule (29 CFR, PART1910, SUBPART H).

C. Inspection and Testing: The Contractor is responsible for the performance of all inspection and testing requirements as defined herein. Except as otherwise noted, the Contractor may use his own or any other facilities suitable for the performance of the inspection and test requirements. The Government reserves the right to perform any of the inspections or tests set forth herein, where such inspection tests are deemed necessary to assure supplies and services conform to the prescribed requirements.

D. Approvals: The Contractor is responsible for obtaining/maintaining all required certifications, licenses, and state and municipal locale approvals, as specified herein during performance of the contract.

E. Quality Assurance Program: The Contractor shall establish and maintain a Quality Assurance Program that complies with all terms and conditions specified herein for all work performed under the contract.

F. Workmanship: Unless otherwise specifically provided herein, the quality of all items rendered shall conform to applicable industry standards.

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
SP0450-03-R-4318	[ ] a. INVITATION FOR BID (IFB) [ ] b. REQUEST FOR PROPOSAL(RFP) [ ] c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

Note: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7

2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements in prescribed in 18 U.S.C. 1001.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)	5. ITEMS TO BE PURCHASED (Brief description)
Defense Supply Center Richmond **ATTN: DSCR Procurement** **8000 Jefferson Davis Highway** **Richmond, Virginia 23297-5770**	Europe Industrial Gas Initiative

6. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:_____
	c. THIS PROCUREMENT IS _____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:_____
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)		b. ADDRESS (Include Zip Code)
JEFF WEST, PDADX11		**Defense Supply Center Richmond** **ATTN: DSCR Procurement** **8000 Jefferson Davis Highway** **Richmond, Virginia 23297-5804**
c. TELEPHONE NUMBER *(Include Area Code and Extension)*	d. E-MAIL ADDRESS	
(804) 279-5844	**jeff.west@dla.mil**	

9. REASONS FOR NO RESPONSE (X all that apply)

	a. CANNOT COMPLY WITH SPECIFICATIONS		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	b. UNABLE TO IDENTIFY THE ITEM(S)		e. OTHER (Specify)
	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION (X one)

WE [ ] DO [ ] DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER

(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

DD FORM 1707 (BACK) FEB 2002

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0450-03-R-4318	
DATE (YYMMDD)	LOCAL TIME
2003 AUG 18	

TO **Defense Supply Center Richmond**
ATTN: DSCR-JJC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->	RATING	PAGE 1 OF PAGES 50		
2. CONTRACT NO.	3. SOLICITATION NO. SP0450-03-R-4318	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	5. DATE ISSUED 2003 JUL 16	6. REQUISITION/PURCHASE NO. LTC03170012696

7. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5804

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

8. ADDRESS OFFER TO (If other than Item 7)

Bid Custodian
Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860

SOLICITATION

9. Sealed offers in original and **no** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Reception Area (Bldg. 33)** until _____ (Hour) local time **2003 AUG 18** (Date)

FAX Number(s): (804)279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ->

A. NAME	B. PHONE / FAX (NO COLLECT CALLS)	C. E-MAIL ADDRESS
JEFF WEST, PDADX11	**(804) 279-5844**	**jeff.west@dla.mil**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	12
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	19
X	D	PACKAGING AND MARKING	8			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19
X	F	DELIVERIES OR PERFORMANCE	9				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	23
X	H	SPECIAL CONTRACT REQUIREMENTS	11	X	M	EVALUATION FACTORS FOR AWARD	25

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

15D. FAX NO.

15E. E-MAIL ADDRESS

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 41 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -> ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

A requirements-type contract will result from this solicitation. The base period of the contract will be one year. There will be nine, one-year option periods.

The resulting contract will require the successful offeror to provide industrial gases in Government furnished cylinders to military and possibly other federal entities in Germany.

The initial delivery locations, for exchange cylinders, will be Ramstein (86th MSC) on DODAAC FB5612; Kaiserslatern (21st TSC) on DODAACS WK4GCW and WK4GBW; Kitzingen (1st ID) on DODAAC WK4GE7 and Wiesbaden (DODAAC unknown at this time). These DODAACS will be the initial Electronic Data Interchange test locations. Other units in Germany will be added through the life of the contract, as required. The successful vendor will be required to deliver cylinders to all units in Germany, on an FOB destination basis, within 3 days after receipt of order. Minimum delivery order quantity is one (1) cylinder. Maximum delivery order quantity is one (1) truckload of the same type of gas or mixed cylinders.

The successful vendor will also be required to deliver filled cylinders to Germersheim (DDDE) and other locations in Germany in support of Military and/or federal industrial gas requirements for other parts of Europe. The successful vendor shall deliver filled cylinders to Germersheim, on an FOB destination basis, within 30 days after receipt of order.

The successful offeror will have 30 days to ramp-up to be able to fully support the requirements of this contract. The Government will provide the successful offeror with a pool of approximately 11,000 empty, fully refurbished cylinders. These cylinders will be ready to fill with the appropriate gas. The 11,000 cylinders will support various gases.

The first shipment for each NSN shall be inspected and accepted at origin utilizing QAP 010 via manual delivery order. Subsequent manual delivery orders will be inspected and accepted using QAP 002. All subsequent EDI orders shall be inspected and accepted using QAP 021. All QAPs are available on the web at:

http://www.dscr.dla.mil/qap/qaps.htm

The successful vendor must be able to receive delivery orders through Electronic Data Interchange. Delivery orders will be issued electronically and manually.

The statement of work, incorporated into this solicitation, details all of the work that is required of the contractor.

Schedule B, incorporated herein, requests unit pricing for filled cylinders, exchange cylinders, refurbishment of the empty cylinder for each gas, with valve and without, and a price for disposal of the empty, unservicable cylinder. Unit prices will be adjusted on a 6 month basis using the attached Price Redetermination Clause. Replace all references,

in the clause, of 'quarter' or 90 days with 180 days. The Government is providing approximately 11,000 fully refurbished cylinders during the initial 30 day ramp-up period. Therefore, there will not be an immediate need for contractor refurbishment.

Schedule B also shows estimated annual demand quantities for each NSN. These are strictly estimates and actual quantities may be lower or higher.

Attached section L addendum provides instructions for contractors to prepare their proposals.

Attached section M addendum provides information to vendors on how to prepare their proposals.

Offerors are requested to carefully review the requirements of this solicitation, including the statement of work.

Formal source selection procedures will be utilized to evaluate all offers received.

The item description for each NSN can be viewed at:
http://op01.dscr.dla.mil/pls/pcmt/ext_item.main

Based upon the statement of work, the successful contractor is responsible for all materials, vehicles, transportation, permits, equipment and other supplies and services to perform under the resulting contract. Government furnished gas cylinders will be provided.

Surge and sustainment does not apply to the NSNs in this solicitation. However, each offeror is requested to provide information on how it could support increases in demands for each gas. That is, in the event of a major deployment of troops, each offeror is requested to explain its daily capacity of filling cylinders and refurbishment of cylinders.

Page 6 of this solicitation is a map of Germany. This map shows the unit location and the estimated number of cylinders required, annually. These are estimates - it is anticipated that the 3rd COSCOM at Wiesbaden will utilize 429 exchange gas cylinders per year; the 1st Armored Division at Wiesbaden will utilize 129 exchange cylinders per year; the 86th MSC at Ramstein will utilize 2,932 exchange cylinders per year; the 21st TSC at Kaiserslautern will utilize 375 exchange cylinders per year; Germersheim will process 515 filled cylinders per year. If the 3rd COSCOM moves to Poland, increase Germersheim's annual requirement of filled cylinders by 129 and eliminate the exchange cylinder requirement for the same unit at Wiesbaden; the 1st Infantry Division at Kitzingen will utilize 680 exchange cylinders per year. Again, these are estimates and the exact gases for each location are not known.

Schedule B

European Industrial Gas Support Program

Line	GAS	Gas and Cylinder (Full)	Unit of Issue	Est Annual Quantity	Unit Price	Exchange Cylinder (Gas only)	Unit of Issue	Est Annual Quantity	Unit Price	Refurbishment Empty cylinder	Unit of Issue	Annual Quantity	*Includes all work in SOW items a thru k- no valve replacement* Unit Price	*Includes all work in SOW items a thru k- with valve replacement* Unit Price	Empty Cylinder Disposal Price
0001	Acetylene 10CF	6830-00-292-0138	CY	150		6830-01-508-2985	CY	120		8120-00-285-4733	EA	30			
0002	Acetylene 40 CF	6830-00-264-6752	CY	150		6830-01-508-2995	CY	120		8120-00-663-3019	EA	30			
0003	Acetylene 190 CF	6830-00-292-0137	CY	150		6830-01-508-2996	CY	120		8120-00-597-5670	EA	30			
0004	Acetylene 225 CF	6830-00-264-6751	CY	150		6830-01-508-3000	CY	120		8120-00-268-3360	EA	30			
0005	Human Resp Air 230 CF	6830-01-264-2660	CY	30		6830-01-508-3003	CY	24		8120-00-282-8075	EA	6			
0006	Human Resp Air 285 CF	6830-01-329-7436	CY	30		6830-01-508-3009	CY	24		8120-01-329-1500	EA	6			
0007	Argon, Type 1 (99.985%)	6830-00-985-7281	CY	62		6830-01-508-3027	CY	50		8120-00-282-8077	EA	12			
0008	Argon, Type 1 381 CF	6830-01-431-0533	CY	62		6830-01-508-3028	CY	50		8120-01-431-1177	EA	12			
0009	Argon, Type 1 578 CF	6830-01-431-0564	CY	62		6830-01-508-3031	CY	50		8120-01-360-1873	EA	12			
0010	Argon (99.997%), 246 CF	6830-01-431-0576	CY	62		6830-01-508-3032	CY	50		8120-00-282-8077	EA	12			
0011	Carbon Dioxide (non-med)-50lb	6830-01-281-3053	CY	30		6830-01-508-3038	CY	24		8120-00-181-8082	EA	6			
0012	Carbon Dioxide (fire) 15 lb	6830-01-433-3717	CY	30		6830-01-508-3040	CY	24		8120-01-502-4379	EA	6			
0013	Carbon Dioxide (fire) 50 lb	6830-01-433-3721	CY	30		6830-01-508-2994	CY	24		8120-01-502-4378	EA	6			
0014	Helium - 216 CF (Grade A)	6830-00-782-2656	CY	50		6830-01-508-2997	CY	40		8120-00-244-6981	EA	10			
0015	Helium - 216 CF (Grade B)	6830-01-431-1166	CY	50		6830-01-508-3007	CY	40		8120-00-151-9753	EA	10			
0016	Hydrogen - 211 CF (Grade A)	6830-01-431-1196	CY	20		6830-01-508-3011	CY	16		8120-01-178-4754	EA	8			
0017	Hydrogen - 78 CF (Grade C)	6830-00-182-6321	CY	20		6830-01-508-3015	CY	16		8120-01-281-0353	EA	4			
0018	Hydrogen - 211 CF (Grade L)	6830-00-474-5789	CY	20		6830-01-508-3030	CY	16		8120-01-178-4754	EA	4			
0019	Nitrogen - 226 CF (99.95%)	6830-00-656-1596	CY	200		6830-01-508-3035	CY	160		8120-00-985-7275	EA	120			
0020	Nitrogen - 226 CF (99.99%)	6830-00-758-6475	CY	200		6830-01-508-3036	CY	160		8120-00-985-7275	EA	1			
0021	Nitrogen - 113 CF	6830-00-192-9067	CY	200		6830-01-508-3039	CY	160		8120-01-134-9896	EA	40			
0022	Nitrogen - 226 CF (grade B)	6830-01-028-9402	CY	200		6830-01-508-3041	CY	160		8120-00-985-7275	EA	1			
0023	Nitrogen - 276 CF	6830-01-267-9591	CY	200		6830-01-508-3005	CY	160		8120-01-023-0539	EA	40			
0024	Nitrogen - 336 CF	6830-01-265-4068	CY	200		6830-01-508-3010	CY	160		8120-01-263-3614	EA	40			
0025	Nitrogen - 494 CF	6830-01-431-0639	CY	200		6830-01-508-3014	CY	160		8120-01-362-6386	EA	40			
0026	Nitrogen - 226 CF (Ty1,GrB,CL2)	6830-01-250-2888	CY	200		6830-01-508-3021	CY	160		8120-00-193-1698	EA	40			
0027	Nitrogen - 336 CF (Ty1,GrB,CL2)	6830-01-283-8777	CY	200		6830-01-508-3025	CY	160		8120-01-285-3377	EA	40			

Schedule B

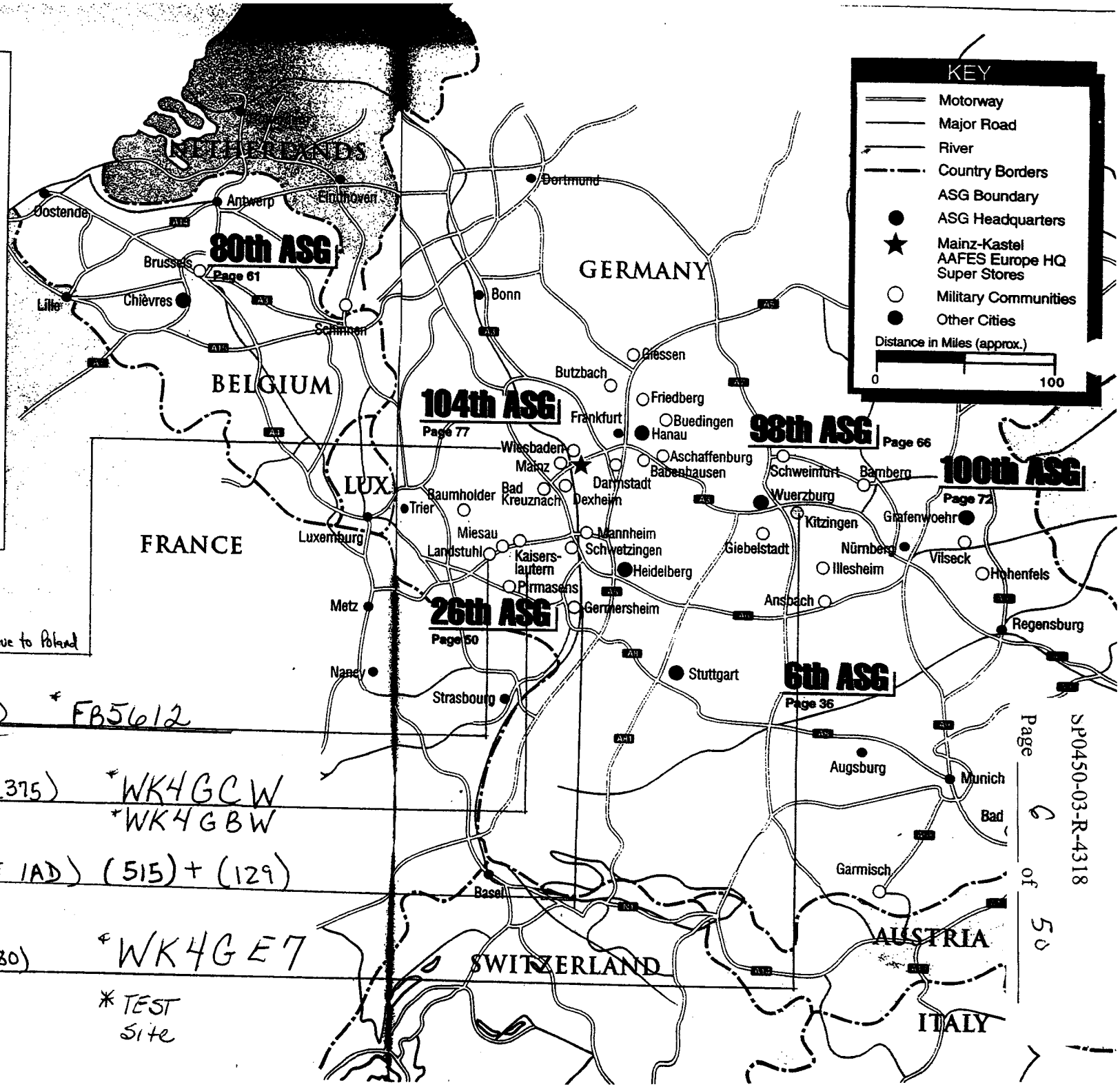
European Industrial Gas Support Program

Line	GAS	Gas and Cylinder (Full)	Unit of Issue	Est Annual Quantity	Unit Price	Exchange Cylinder (Gas only)	Unit of Issue	Est Annual Quantity	Unit Price	Refurbishment Empty cylinder	Unit of Issue	Annual Quantity	Includes all work in SOW items a thru k- no valve replacement Unit Price	Includes all work in SOW items a thru k- with valve replacement Unit Price	Empty Cylinder Disposal Price
0028	ABO - 247 CF	6830-01-169-3977	CY	500		6830-01-508-9029	CY	400		8120-00-282-8083	EA	100			
0029	ABO - 308 CF	6830-01-258-7020	CY	100		6830-01-508-9024	CY	80		8120-00-285-1575	EA	20			
0030	ABO - Cryogenic Liquid - Bulk	6830-00-808-9531	GL	TBD		[redacted]				[redacted]					
0031	Technical Oxygen - 247 CF	6830-01-049-5263	CY	110		6830-01-508-3043	CY	88		8120-00-357-7992	EA	22			
0032	Technical Oxygen - 308 CF	6830-01-431-0681	CY	110		6830-01-508-3044	CY	88		8120-00-883-1174	EA	22			
0033	Technical Oxygen - 48 CF	6830-01-333-3151	CY	110		6830-01-508-3045	CY	88		8120-01-325-6750	EA	22			
0034	Technical Oxygen - 27 CF	6830-00-782-2645	CY	110		6830-01-508-3048	CY	88		8120-00-285-1576	EA	22			
0035	Technical Oxygen - 48 CF	6830-00-945-3961	CY	110		6830-01-508-3050	CY	88		8120-00-866-0206	EA	22			
0036	Propane - 20 lb	6830-00-229-8946	CY	20		6830-01-508-9379	CY	16		8120-00-530-5225	EA	4			
0037	Propane - 40 lb	6830-00-782-6491	CY	20		6830-01-508-9047	CY	16		8120-00-175-8568	EA	4			
0038	Propane - 100 lb	6830-00-985-7278	CY	20		6830-01-508-9044	CY	16		8120-00-175-8569	EA	4			
0039	Sulfur Hexafluoride - 25 lb	6830-00-817-2342	CY	18		6830-01-509-7380	CY	1		8120-00-181-7181	EA	2			
0040	Sulfur Hexafluoride - 40 lb	6830-01-394-4195	CY	36		6830-01-509-7383	CY	1		8120-01-394-4200	EA	4			
0041	Sulfur Hexafluoride - 100 lb	6830-00-985-7283	CY	180		6830-01-509-7387	CY	1		8120-00-139-4441	EA	20			
0042	Generic Cylinder- 247CF-9x51									8120-01-015-5180	EA	1			
	(3AA2015/2265)														

USAREUR & 7TH ARMY

MISSION STATEMENT

3. Army, Europe maintains a com-
t-ready, forward-deployed force
pable of providing immediate re-
onse in support of NATO, U.S. bi-
eral, U.S. multilateral and U.S.
ilateral objectives; supports U.S.
my forces in the EUCOM area; re-
ves and assists in the reception,
ging, onward movement and in-
gration of U.S. reinforcing forces;
tablishes, operates and expands
erational lines of communication
thin EUCOM; and supports U.S.
mbatant commanders and other
nt and combined commanders
th forces and joint task-force head-
arters, as required.



3rd Cus-Com = (429)

iesbaden = 1AD = (129) Designated Move to Poland

amstein = 86 MSC (2,932) * FB5612

aiserslautern = 21st TSC (375) * WK4GCW
* WK4GBW

ermersheim = DDDE (SEE 1AD) (515) + (129)

Kitzingen = 1ID (680) * WK4GE7

* TEST Site

SP0450-03-R-4318

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* *

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A 14-1 FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)

(a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.

(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B33 17-5 MANDATORY OPTION REQUIREMENT DSCR (MAR 1999)

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

B33C 17-13 POPS-GENERAL SOLICITATION NOTICE DSCR (OCT 2001)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 9 option years. See DSCR Clause 52.217-9G08 (Section I).

B68 47-3A DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

C3 52.211-9G33 POPS - COMPUTER COMPATIBILITY DSCR (MAR 2001)

(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions.The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set
856 Ship Notice/Manifest Tranaction Set

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
(Phone: (804) 279-3172)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil./edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

ISA07 Qualifier: _____

ISA08 identifier: _____

GS03 Identifier: _____

SECTION D

D4 52.211-9G25 MARKING REQUIREMENTS FOR HIGH AND LOW PRESSURE CYLINDERS DSCR (FEB 1996)

The serial number to be marked on each cylinder, as required by the specification cited in the schedule of this solicitation, shall cite the Defense Supply Center, Richmond prefix of 'CX'.

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D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS DSCR (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

D4K 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D03 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY SHIPMENTS DLAD (DEC 2001)

SECTION E

E3 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E11 52.246-9G10 LIQUEFIED PETROLEUM GASES QUALITY ASSURANCE DSCR (SEP 1996)

E13 52.246-9G12 INSPECTION OF BULK DELIVERIES DSCR (SEP 1996)

E14 52.246-9G16 INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: [ ] Destination [x] Origin

Acceptance point: [ ] Destination [x] Origin

[ ] Inspection and Acceptance will take place at:

Origin - First Shipment Only
Destination - Subsequent Shipments

QUALITY ASSURANCE PROVISION (QAP) 002 DSCR (NOV 1995)

QUALITY ASSURANCE PROVISION (QAP) 010 DSCR (OCT 1996)

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

(b) The permissible variation shall be limited to:

10 % (Percent) Increase 10 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F1BB 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

F7 52.211-9G16 SPECIAL HANDLING DATA SHIPPER'S DECLARATION FOR DANGEROUS GOODS DSCR (OCT 1998)

Contractors will complete and attach a prescribed 'Shipper's Declaration for Dangerous Goods' Form and an 'Air Waybill' for each TP1 or TP2 shipment containing dangerous goods, including hazardous material. Dangerous goods and/or hazardous materials are those items defined or classified in Title 49 Code of Federal Regulations (CFR) and International Air Transport Association's (IATA) Dangerous Goods Regulations.

The 'Shipper's Declaration for Dangerous Goods' is a commercial form and usually made available when shipping via commercial expedited carriers. The blank forms may be purchased through commercial means and can be viewed on the Internet at http://www.labelmaster.com or IATA's 'Dangerous Goods Information Online' at http://www.iata.org.

F8 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV B (01290) DSCR (JUL 2002)

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F18U 52.211-9G74 DELIVERY TIME REQUIREMENT (PLANNED DVD) DSCR (FEB 2003)

(a) Delivery orders will be issued by DSCR and shall specify date of delivery based on the priority of the delivery order line item. Delivery timeframes are specified in paragraph (d) below.

(b) When first article is required, the delivery timeframe will commence upon approval of first article. The delivery date of the first delivery order will be the delivery based on the priority of the delivery order line item plus the delivery timeframe specified by FAR Clause 52.209-3 or 52.209-4 (Section I) for submission of approval of the first article.

(c) Ramp up periods, when needed, will be as specified elsewhere in the schedule.

(d) The Government requires delivery to be made according to the following schedule. Delivery days will commence after the order is mailed to or otherwise furnished to the contractor.

DIRECT VENDOR DELIVERY (DVD) SHIPMENTS

DELIVERY WITHIN CONTINENTAL U.S. (CONUS)

CONUS DELIVERY INCLUDES SHIPMENTS THAT ARE DESTINED FOR A CONTAINER CONSOLIDATION POINT (CCP) OR PORT FOR ONWARD MOVEMENT TO THE ULTIMATE CONSIGNEE VIA THE DEFENSE TRANSPORTATION SYSTEM (DTS)

	FOB DEST	FOB ORIGIN
PRIORITY 1 TO 3 *	DAYS	DAYS
PRIORITY 4 to 15 with an RDD of 444, 555, 777, N__, E__ or an RDD Julian Date within 8 days of date of order *	DAYS	DAYS
ALL OTHER PRIORITY 4 to 15	DAYS	DAYS

DELIVERY OUTSIDE CONTINENTAL U.S. (OCONUS)

OCONUS DELIVERY MEANS THE CONTRACTOR IS RESPONSIBLE FOR DELIVERING DIRECT TO THE OVERSEAS CONSIGNEE - SHIPMENT WILL NOT GO THROUGH A CCP OR PORT FOR ONWARD MOVEMENT VIA THE DEFENSE TRANSPORTATION SYSTEM (DTS)

	FOB DEST	FOB ORIGIN
PRIORITY 1 TO 3 *	3 DAYS	DAYS
PRIORITY 4 to 15 with an RDD of 444, 555, 777, N__, E__ or an RDD Julian Date within 8 days of date of order *	3 DAYS	DAYS
ALL OTHER PRIORITY 4 to 15	3 DAYS	DAYS

* SHIPMENT SHALL BE MADE VIA FASTEST TRACEABLE MEANS.

SHIPMENTS TO STOCK LOCATIONS

	FOB DEST	FOB ORIGIN
DELIVERY TO STOCK	3 DAYS	DAYS

(e) EVALUATION OF OFFERS: With regard to time of delivery, offers that propose to meet delivery specified above will be evaluated equally. Offers that propose a shorter delivery than specified above may result in a more favorable evaluation for the delivery factor. Offers that propose a longer delivery than specified above will have a less favorable evaluation for the delivery factor or may be rejected.

(f) Offeror may propose an alternate delivery schedule below. No entry is required for offerors proposing to meet the Government required delivery schedule as shown above.

OFFEROR'S PROPOSED SCHEDULE

DELIVERY WITHIN CONTINENTAL U.S. (CONUS)

CONUS DELIVERY INCLUDES SHIPMENTS THAT ARE DESTINED FOR A CONTAINER CONSOLIDATION POINT (CCP) OR PORT FOR ONWARD MOVEMENT TO THE ULTIMATE CONSIGNEE VIA THE DEFENSE TRANSPORTATION SYSTEM (DTS)

	FOB DEST	FOB ORIGIN
PRIORITY 1 TO 3	___ DAYS	___ DAYS
PRIORITY 4 to 15 with an RDD of 444, 555, 777, N__, E__ or an RDD Julian Date within 8 days of date of order	___ DAYS	___ DAYS
ALL OTHER PRIORITY 4 to 15	___ DAYS	___ DAYS

DELIVERY OUTSIDE CONTINENTAL U.S. (OCONUS)

OCONUS DELIVERY MEANS THE CONTRACTOR IS RESPONSIBLE FOR DELIVERING DIRECT TO THE OVERSEAS CONSIGNEE - SHIPMENT WILL NOT GO THROUGH A CCP OR PORT FOR ONWARD MOVEMENT VIA THE DEFENSE TRANSPORTATION SYSTEM (DTS)

	FOB DEST	FOB ORIGIN
PRIORITY 1 TO 3	___ DAYS	___ DAYS
PRIORITY 4 to 15 with an RDD of 444, 555, 777, N__, E__ or an RDD Julian Date within 8 days of date of order	___ DAYS	___ DAYS
ALL OTHER PRIORITY 4 to 15	___ DAYS	___ DAYS

SHIPMENTS TO STOCK LOCATIONS

	FOB DEST	FOB ORIGIN
DELIVERY TO STOCK	___ DAYS	___ DAYS

The contractor shall furnish copies of both shipping and delivery documents whenever requested by the Contracting Officer.

F28BB 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DFARS (DEC 1991)

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[x] Defense Supply Center,Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[ ] OTHER: NO. CY(s)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by

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the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay. DSCR (DEC 1991)

F34 52.247-34 F.O.B. DESTINATION (NOV 1991)

F35 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)

F36 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)

F38 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

F40 52.247-58 LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

F53 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT DSCR (MAR 1998)

F55 52.247-9G11 MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)

SECTION H

H8C 252.223-7001 HAZARD WARNING LABELS DFARS (DEC 1991)

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert 'None.') ACT

_____ _____

_____ _____

H8E 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS DLAD (MAR 1992)

H15 52.245-9G01 SPECIAL INSTRUCTIONS FOR COMPRESSED GAS CONTRACTS, PURCHASE ORDERS OR DELIVERY ORDERS DSCR (JAN 1996)

(a) Acknowledgement of Receipt: Within ten days after receipt of cylinders, contractor will submit copies of DD 1348-1, annotated as to date, quantity received, and quantity rejected, to the Administrative Contracting Office (ACO), indicated in the 'Administered By' block on page 1 of the contract, and to the Defense Supply Center Richmond, ATTN: DSCR-JJB (GFP Monitor), Richmond, VA 23297-5862. A copy of DD 1348-1 must accompany cylinders when returned to the depot by the contractor.

(b) If the quantity of cylinders to be filled is less than that prescribed by the contract/order (considering any allowable variation in quantity) due to failure of the Government to provide the proper number of cylinders to the contractor, or due to rejection of cylinders by the contractor, the ACO will modify the contract/order and reduce the quantity of cylinders to be filled accordingly. Rejected cylinders will not be replaced.

(c) Repair/Reconditioning - Government Furnished Cylinders:

(1) Except as noted below, cylinders shall be repaired and/or reconditioned under the terms of this contract or at the request of the Quality Assurance Representative (QAR) except that:

(i) The authorized dollar limitation stated herein shall not be exceeded without prior approval of the ACO, and

(ii) The contractor shall, when the authorized dollar limitation has been expended, contact the ACO for availability of additional funds and/or disposition instructions, prior to further repair/reconditioning or return of cylinders.

(2) Cylinders received from DLA Supply Depots shall not be commingled with cylinders from any other activity.

(3) In accordance with MIL-STD-1411, repair and/or reconditioning of cylinders as set forth above shall be itemized on DD Form 250, Material Inspection and Receiving Report. A copy of the DD Form 250 shall be furnished to the Defense Supply Center Richmond, ATTN: DSCR-JJB (GFP Monitor), Richmond, VA 23297-5862. Cylinders rejected as unsuitable for repair will also be itemized citing the reason/rationale for rejection.

(d) Filling and Testing: Cylinders received that vary in characteristics from that indicated in the item description shall be reported immediately to the ACO. Upon identification of such cylinders to a proper NSN they will be filled to their rated capacity and reidentified to the designated National Stock Number as advised by the procuring activity. (10% over fill is not authorized for DLA activities except as noted below.) Rejected cylinders shall not be replaced. The contract will be considered complete for the quantity of cylinders filled.

(e) Delivery orders: In the event of a conflict between these special instructions and the basic contract, the latter will govern.

H16 52.245-9G02 SPECIAL INSTRUCTIONS FOR REFURBISHING COMPRESSED GAS CYLINDERS DSCR (SEP 1996)

(a) Acknowledgement of Receipt: Within ten days after receipt of cylinders, contractor will submit copies of DD 1348-1, annotated as to date, quantity received, and quantity rejected, to the Administrative Contracting Office (ACO), indicated in the 'Administered By' block on page 1 of the contract, and to the Defense Supply Center Richmond, ATTN: DSCR-JJB (GFP Monitor), Richmond VA 23297-5862.

(b) If the quantity of cylinders to be refurbished is less than that prescribed by the contract/order (considering any allowable variation in quantity) due to failure of the Government to provide the proper number of cylinders to the contractor, the ACO will modify the contract/order and reduce the quantity of cylinders to be refurbished accordingly.

(1) Except as noted below, cylinders shall be repaired and/or reconditioned under the terms of this contract or at the request of the Quality Assurance Representative (QAR) except that:

(i) The authorized dollar limitation stated herein shall not be exceeded without prior approval of the ACO, and

(ii) The contractor shall, when the authorized dollar limitation has been expended, contact the ACO for availability of additional funds and/or disposition instructions, prior to further repair/reconditioning or

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return of cylinders.

(2) Services such as, valve repair or replacement, which are performed on individual cylinders (but not all cylinders) shall be verified by listing cylinder serial number and the services performed on each cylinder and presenting the list to the Government QAR.

(3) Cylinders received from DLA Supply Depots shall not be commingled with cylinders from any other activity.

(4) Repair and/or reconditioning of cylinders as set forth above shall be itemized on DD Form 250, Material Inspection and Receiving Report. A copy of the DD Form 250 shall be furnished to the Defense Supply Center Richmond, ATTN: DSCR-JJB (GFP Monitor), Richmond, VA 23297-5862. Cylinders rejected as unsuitable for repair will also be itemized citing the reason/rationale for rejection. Rejected cylinders will not be replaced.

SECTION I

I2	52.202-1	DEFINITIONS (DEC 2001)
I4	52.203-3	GRATUITIES (APR 1984)
I5	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
I8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I9A	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
I10	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)
I14B	52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
I15A	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)
I16	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at http://www.ccr.gov.

DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items. DSCR (MAY 1998)

I17	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)
I26	52.208-9G01	NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)
I31A	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
I32	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)
I32C	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)
I35	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
I37A	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
I37F	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (FEB 2003)

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

I38	52.211-9000	GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: For electronic quotes, if the information requested by this clause cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation.

A copy of surplus QAP S01 is available on the DSCR Master Solicitation, Section 2, at http://www.dscr.dla.mil/qap/qaps.htm. DSCR (JUL 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

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(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. [ ] Yes [ ] No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). [ ] Yes [ ] No
The material conforms to the revision letter/number, if any is cited. [ ] Yes [ ] No [ ] Unknown If no, the revision offered does not affect form, fit, function, or interface. [ ] Yes [ ] No [ ] Unknown

The material was manufactured by:

_____
(Name)

_____
(Addresss)

(2) The Offeror currently possesses the material. [ ] Yes [ ] No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. [ ] Yes [ ] No If yes, provide the information below:

Government Selling Agency _____

Contract Number_____

Contract Date (Month, Year)_____

Other Source

Address_____

Date Acquired (Month/Year)_____

(3) The material has been altered or modified. [ ] Yes [ ] No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. [ ] Yes [ ] No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. [ ] Yes [ ] No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. [ ] Yes [ ] No If yes, the price includes replacement of cure-dated components. [ ] Yes [ ] No

(5) The material has data plates attached. [ ] Yes [ ] No If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

_____

_____

(6) The offered material is in its original package. [ ] Yes [ ] No (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number_____

NSN_____

CAGE Code_____

Part Number_____

Other Markings/Data_____

(7) The Offeror has supplied this same material National Stock Number) to the Government before. [ ] Yes [ ] No If yes, (i) the material being offered is from the same original Government contract number as that provided previously. [ ] Yes [ ] No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency_____

Contract Number_____

(8) The material is manufacturered in accordance with a specification or drawing. [ ] Yes [ ] No If yes, (i) the specification/drawing is in the possession of the Offeror. [ ] Yes [ ] No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. [ ] Yes [ ] No

Specification/Drawing Number_____

Revision (if any)_____

Date_____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. [ ] Yes [ ] No If yes, (i) Material has been re-preserved. [ ] Yes [ ] No; (ii) Material has been repackaged. [ ] Yes [ ] No; (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. [ ] Yes [ ] No If yes, the Offeror has attached it or forwarded it to the Contracting Officer. [ ] Yes [ ] No

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

[ ] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

[ ] For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

[ ] For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

[ ] For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

[ ] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. [ ] Yes [ ] No.)

[ ] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

_____

_____

_____

_____

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

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(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I38C 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)

DSCR NOTE: The DPAS rating will be reflected on the individual delivery order. DSCR (APR 2001)

I50 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)

I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

I50J 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

I66 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: date of award

THROUGH: 365 days thereafter

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 30Sept2003. The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

I67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 cylinder DVD or n/a Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of one truck DVD or Stock

(2) Any order for a combination of items in excess of one truckload , or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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.

I67A 52.216-19 DSCR NOTE QUANTITY POPS - MINIMUM ORDER DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of $ 10.00 . Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

I69 52.216-21 ALTERNATE I REQUIREMENTS (OCT 1995) (APR 1984)

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after 30 days from the date of contract expiration.

I88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) **THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:**

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

[ ] Option unit prices are the same as the unit prices offered for the basic contract, or

[ ] Option period unit prices are as indicated in the schedule.

I92BA 52.217-9G15 FLEXIBLE OPTIONS DSCR (NOV 1996)

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 9 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time

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after having ordered 99% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

I92F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.

(b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

(c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

I93G 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offeror elects to waive the evaluation preference.

I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

I97 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

52.219-9 NOTE:

(a) Offeror shall indicate in its offer if it has been selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and has a comprehensive subcontracting plan approved under such program.

(b) When this solicitation is awarded to a company which has been verified as selected for participation in the test program and as having a comprehensive subcontracting plan approved under such program--

(1) The following Section I clauses shall be applicable to the contract:

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) DFARS (JUN 1997)

(2) The following Section I clauses, when included in the solicitation, shall not be applicable to the contract:

52.219-9 Small Business Subcontracting Plan (JAN 2002)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) DFARS (APR 1996)

DSCR (JUN 2002)

I102B 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

NOTE If this solicitation is awarded to a company which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999) is not applicable to the contract.

DSCR (OCT 2000)

I102DJ 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)

DSCR NOTE: The awardee shall forward all applicable report(s) containing SDB participation targets/goals at contract completion to the cognizant Defense Contract Management Activity (DCMA) representative identified on the award. DSCR (MAY 2000)

I107 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) DFARS (APR 1996)

I112H 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)

I118 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I120M 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

I121A 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I122 52.222-26 **EQUAL OPPORTUNITY (APR 2002)**

I124 52.222-29 **NOTIFICATION OF VISA DENIAL (FEB 1999)**

I125 52.222-35 **EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

I126 52.222-36 **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

I127 52.222-37 **EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

I131A 52.223-3 **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert 'None')	IDENTIFICATION NO.
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---	---
---	---

I134 52.223-14 **TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

I137 52.225-8 **DUTY-FREE ENTRY (FEB 2000)**

I138 52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)**

I140 252.225-7002 **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (APR 2003)**

I143 252.225-7008 **SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

Industrial Gases

I145 252.225-7010 **DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)**

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

Defense Contract Management
(DCM) New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

(1) Delivery order number on the Government prime contract, if applicable;

(2) Number of the subcontract/purchase order for foreign supplies, if applicable;

(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I147 252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003)**

I150D 252.225-7021 **TRADE AGREEMENTS DFARS (OCT 2002)**

I153 252.225-7026 **REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)**

I156 252.225-7031 **SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)**

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (JUN 1992)

I156F 252.225-7037 **DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS DFARS (AUG 2000)**

(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military

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installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

-- for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate. (NOTE: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall comply with the U.S. Customs Service requirements. No notification to Commander, DCM New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I156J	252.225-7041	CORRESPONDENCE IN ENGLISH DFARS (JUN 1997)
I156K	252.225-7042	AUTHORIZATION TO PERFORM DFARS (JUN 1997)
I156L	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES DFARS (JUN 1998)

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:

Defense Supply Center Richmond
8000 Jefferson Davis Highway
ATTN: Security Division
Richmond, VA 23297
Telephone: (804)279-4795

I157C	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES DFARS (SEP 2001)
I158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
I159	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
I162	52.227-9	REFUND OF ROYALTIES (APR 1984)
I177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
I180	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I180C	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES DFARS (JUN 1997)
I180DB	252.229-7001 ALT I	TAX RELIEF DFARS (JUN 1997)

(a) The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____

RATE (PERCENTAGE): _____

I180E	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY) DFARS (JUN 1997)
I180F	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) DFARS (JUN 1997)
I180G	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS DFARS (JUN 1997)
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
I183	52.230-2	COST ACCOUNTING STANDARDS (APR 1998)
I184	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
I185	52.230-4	CONSISTENCY OF COST ACCOUNTING PRACTICES (AUG 1992)
I186A	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
I187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)
I188	52.232-1	PAYMENTS (APR 1984)
I189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
I190	52.232-11	EXTRAS (APR 1984)
I193	52.232-17	INTEREST (JUN 1996)
I196	52.232-25	PROMPT PAYMENT (FEB 2002)
I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)

The following deviation is applicable to FAR Clause 52.232-25:

Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:

(a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract.

(a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.

In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:

(a)(3)(iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each (EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be submitted on an EA price basis.

I196H	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order. DSCR (MAR 2000)

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I197A	252.232-7004	DoD PROGRESS PAYMENT RATES DFARS (OCT 2001)
I197C	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS) DFARS (JUN 1997)
I199	52.233-1	DISPUTES (JUL 2002)

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I201B	252.233-7001	CHOICE OF LAW (OVERSEAS) DFARS (JUN 1997)
I206	52.242-13	BANKRUPTCY (JUL 1995)
I208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
I210	52.243-1	CHANGES FIXED PRICE (AUG 1987) ALTERNATE II (APR 1984)
I211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
I214	52.245-1	PROPERTY RECORDS (APR 1984)
I218C	252.245-7001	REPORTS OF GOVERNMENT PROPERTY DFARS (MAY 1994)
I221	52.245-9G09	GOVERNMENT - FURNISHED PROPERTY PROVISIONS FOR COMPRESSED GAS CYLINDERS DSCR (JAN 1996)

(b) Transporting Compressed Gas Cylinders: The Government will bear the cost of transporting the cylinders described herein, unless provided otherwise in the contract, to the plant as identified in this paragraph.

PLANT _____

CITY AND STATE _____

(e) GFP to be Furnished the Contractor:

ITEM NO NSN CYLINDER STORAGE LOCATION QUANTITY

I227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
I231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
I233	52.246-9G03	WARRANTY OF HAZARDOUS MATERIALS DSCR (JAN 1996)
I235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)
I237E	52.246-9G33	MISDIRECTED SHIPMENTS DSCR (JAN 1996)
I240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)
I242	52.248-1	VALUE ENGINEERING (FEB 2000)
I244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of $385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I248	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 these addresses:

Federal Acquisition Regulation (FAR)	http://www.arnet.gov/far
DoD FAR Supplement (DFARS)	http://www.acq.osd.mil/dp/dars/dfars.html
DSCR Master Solicitation organized as follows:	http://www.dscr.dla.mil/procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
Section 5: Full text of Contract Data Requirements List (CDRLs)
Section 6: Special Packaging Instruction (SPIs) Drawings
Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above	http://www.procregs.hq.dla.mil/icps.htm

CONTINUED ON NEXT PAGE

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

I249 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.

(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE ATTACHMENT NO

[ ] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM

[ ] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED

[ ] DD 1423 CONTRACT DATA REQUIREMENTS
CDRL is available at --
http://www.dscr.dla.mil/qap/CDRLs.htm

[ ] DD 1664 DATA ITEM DESCRIPTION
DID is available at --
http://www.dscr.dla.mil/qap/CDRLs.htm

[ ] DD 1949-1 LSAR DATA SEL SHT

[ ] DD 1949-2 PROV RQMT STATEMENT

[ ] DD 2345 TECHNICAL DATA AGREEMENT
Form is available at --
http://web1.whs.osd.mil/icdhome/DDEFORMS.htm

[ ] DSCR 2375 TECHNICAL MANUAL DISTRBN

[X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at --
http://www.dscr.dla.mil/procurement/mastersol.htm

[ ] QUALITY ASSURANCE PROVISION

[ ] TECHNICAL DATA
TECHNICAL DATA is available at --
http://www.dscr.dla.mil/tdmd

[ ] OTHER:

SECTION K

K2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or

(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME:_____

TITLE:_____

(ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.

(c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) 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 awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

CONTINUED ON NEXT PAGE

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

K5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(d) Taxpayer Identification Number (TIN).

[ ] TIN (9 Digit Number):

_____

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government;

(e) 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. State Basis.

_____

(f) Common Parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

K5A 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(b) Representation. The offeror represents that it [ ] is a women-owned business concern.

K6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K7A 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its principals -

(A) **are [ ] are not [ ]** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **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 public (Federal, state, or local) 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

(C) **are [ ] are not [ ]** presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a)(1)(i)(D) of this provision.

(ii) The offeror, **has [ ] has not [ ]**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K8 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[ ] intends, [ ] does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY , COUNTY, STATE ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.

CONTINUED ON NEXT PAGE

K14 52.215-9002 SOCIOECONOMIC PROPOSAL DLAD (MAR 1996)

K14A 52.215-9004 JAVITS-WAGNER-O DAY ACT ENTITY PROPOSAL DLAD (DEC 1997)

K16A 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 32512 .

(2) The small business size standard is 500

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it **[ ] is, [ ] is not** a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it **[ ] is, [ ] is not** a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(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 place of ownership, 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 (b)(6)(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.

(7) (Complete when acquisition value is estimated at greater than $25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) 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.

[ ] Subcontinent Asian (Asian-Indian), American.

[ ] Individual/concern, other than one of the preceding.

K19 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has 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.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:

_____

_____.]

K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It **[ ] has, [ ] has not** participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this soliciation;

(b) It **[ ] has, [ ] has not** filed all required compliance reports

K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It **[ ] has developed and has on file,**

[ ] has not developed and does not have on file,

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor

CONTINUED ON NEXT PAGE

(41 CFR 60-1 and 60-2), or

(b) It [ ] **has not previously had contracts** subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K30D 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA DFARS (FEB 2000)

K31 252.225-7020 TRADE AGREEMENTS CERTIFICATE DFARS (MAR 1998)

(2) The following supplies are other nondesignated country end products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN

K36 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

(c) **CHECK THE APPROPRIATE BOX BELOW:**

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

_____

_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

_____

_____

_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

(II) COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If this offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

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(III) ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

K37A 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS (AUG 1992)

(b) Representation. The Offeror represents that it--

[ ] **Does anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] **Does not anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. **DO NOT** put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ADDRESS (STREET, CITY, PHONE
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

_____

_____

_____

_____

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

ADDRESS (STREET, CITY, PHONE
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

_____

_____

_____

_____

(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.

ADDRESS (STREET, CITY, PHONE
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

_____

_____

_____

_____

SECTION L

L1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

DSCR NOTE:

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).

DUNS Number: _____

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet.
DSCR (DEC 2000)

L3 52.204-9G01 ELECTRONIC ORDER TRANSMISSION INDEFINITE DELIVERY CONTRACT DSCR (MAR 2001)

(a) Offerors are advised that electronic order transmission is available for use via the Paperless Order Placement System (POPS) application. If the successful offeror chooses to use Electronic Data Interchange (EDI), they will be required to have a compatible computer system capable of accepting our offers and processing EDI transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set
856 Ship Notice/Manifest Transaction Set

(d) Offerors must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
Attn: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
Phone: (804) 279-3172

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil/edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h) Vendors are requested to provide the following information with their offer if they choose to use EDI/Y2K:

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

ISA07 Qualifier: _____

ISA08 Identifier: _____

GS03 Identifier: _____

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L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

[ ] DX Rated Order; [X] DO Rated Order

L13 52.211-9G11 COMPLIANCE WITH SPECIFICATIONS DSCR (FEB 1996)

L15 52.211-9G13 AVAILABILITY OF SPECIFICATIONS OR STANDARDS DSCR (APR 2000)

L21 52.211-9G30 SURPLUS PROPERTY SAMPLES DSCR (FEB 1996)

L37B 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L37C 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L39F 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALT I (OCT 1997)

DSCR NOTES FOR FAR CLAUSE 52.215-1

In accordance with paragraph (b), the offeror hereby acknowledges receipt of solicitation amendment(s) by listing the amendment number and date below.

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

Contractors are reminded of the requirements of paragraph (c)(1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media.

DSCR (OCT 2001)

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[ ] FIRM FIXED PRICE

[ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[x] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L72 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

DSCR NOTE: In accordance with DFARS 232.502-4-70(b), DFARS Clause 252.232-7004 (Section I) is hereby referenced in this clause in lieu of Alternate I of the clause at FAR 52.232-16.

DSCR (JUN 2003)

L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

Contracting Officer
Defense Supply Center Richmond
ATTN: DSCR-JDP
8000 Jefferson Davis Highway
Richmond, VA 23297-

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

L75BC 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION DLAD (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel

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(see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (____). Alternate wording may be negotiated with the contracting officer.

L82 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)	http://www.arnet.gov/far
DoD FAR Supplement (DFARS)	http://www.acq.osd.mil/dp/dars/dfars.html
DSCR Master Solicitation organized as follows:	http://www.dscr.dla.mil/procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
Section 5: Full text of Contract Data Requirements List (CDRLs)
Section 6: Special Packaging Instruction (SPIs) Drawings
Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above	http://www.procregs.hq.dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

L83 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

SECTION M

M5 52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION DLAD (MAY 1999)

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

M10AA 52.215-9003 SOCIOECONOMIC EVALUATIONS DLAD (OCT 1996)

M10B 52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION DLAD (DEC 1997)

M10F 52.215-9G05 AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)

(a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.

(1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.

(2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

(3) Business Systems Modernization.

(i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.

(ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. **Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SP0XXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).**

(iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://131.70.202.70/j%2D6/bsm/test/vic.htm.

(4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center'

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field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond
Attn: DSCR-OZP (ABVS)
8000 Jefferson-Davis Highway
Richmond, VA 23297-5516

Telephone (804) 279-6881
FAX (804) 279-5042

(5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.

(6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.

(b) Using the ABVS score for evaluation.

(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.

(2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

M10G 52.215-9G06 EVALUATION AND AWARD DSCR (FEB 2000)

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best.value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

[ ] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

[x] approximately equal to cost or price; or

[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application
Delivery schedule and current inventory status
Historical delivery or quality problems
Concerns over limited supply sources and industrial base
Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

[x] ABVS Score (52.215-9G05)

[ ] Quality History

[ ] Delivery Schedule Compliance

[x] Javits-Wagner-O'Day (JWOD) (52.215-9005)

[x] Mentoring Business Agreements (MBA) (52.219-9003)

[x] Socioeconomic Support (52.215-9003)

[ ] Other (specify):

(e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when

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evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M12B 52.216-9G13 EVALUATION - REQUIREMENTS CONTRACT DSCR (JAN 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997)

M19D 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION DFARS (MAR 1998)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requrests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

[ ] YES [ ] NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[ ] YES [ ] NO

(2) Has the duty on such foreign supplies been paid?

[ ] YES [ ] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

$_____

M19E 252.225-7003 ALT I INFORMATION FOR DUTY-FREE ENTRY EVALUATION DFARS (MAR 1998) ALTERNATE I (MAR 1998)

(a) Does the offeror propose to furnish a U.S. made end product with nonqualifying country components for which the offeror requrests duty-free entry?

[ ] YES [ ] NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[ ] YES [ ] NO

(2) Has the duty on such foreign supplies been paid?

[ ] YES [ ] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

$_____

M25 52.245-9G14 COST OF TRANSPORTING GOVERNMENT FURNISHED PROPERTY DSCR (MAR 1996)

(b) Evaluation will be based on estimated shipping information shown below:

GFP NSN:

[ ] FREIGHT:

MAX GROSS WT PER SHPNG CONT -

NO. OF GFP UNITS PER SHPG CONT -

TYPE OF SHPG CONT -

[ ] BOX [ ] PALLET [ ] CRATE

[ ] SKID [ ] OTHER -

MAX SIZE PER SHPG CONT - INCHES
('L'x'W'x'H')

NO. OF CONTAINERS IN SHIPMENT -

[ ] SMALL PARCEL:

TOTAL WEIGHT OF GFP SHIPMENT -

SIZE OF GFP SHIPMENT (INCHES) -

[ ] (L) x (W) x (H)
or
[ ] TOTAL CUBE -
('L'x'W'x'H' (in inches) divided by 1,728 inches)

M33 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DSCR (JAN 1996)

(a) Offers are invited on an f.o.b. destination basis for items ALL , ------, ------. Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items n/a , n/a , n/a .

(c) Offers are invited on an f.o.b. origin basis for items n/a , n/a , n/a . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

_____

_____

_____

Section L

Instructions for Preparation of Proposals

1.0 General

1.1 Instructions contained herein serve as a guide for the preparation of proposals for the Europe Industrial Gas Initiative. They are not intended to be all-inclusive, These instructions generally describe the type and extent of information that should be provided in each proposal and also emphasizes areas that are considered to be significant (and for which discourse or additional data is required) within the proposal. The offeror is expected to completely examine and analyze all aspects of the technical areas of the solicitation that require addressing. The offeror is also expected to include information in his/her proposal that will enable the evaluators to determine the extent of the offeror's understanding of the solicitation requirements.

1.2 Submitted proposals shall be contained in three separate volumes, as follows:

Volume I: Executed/signed RFP. Please make sure all representations and certifications are executed (filled out). Unlimited pages – 3 copies.

Volume II: Technical Proposal – unlimited pages – 3 copies.

Volume III: Cost/Price Proposal – unlimited pages- 3 copies

1.3 All proposal pages should be n the following format/form:

Page size- 8 ½ inches by 11 inches
Single space, single-sided , numbered pages
Bound in a three (3) ring binder.

1.4 All volumes shall be labeled on the outside. The label shall include the offeror's name, the RFP number, volume number, and the project title. All volumes shall have an introduction and table of contents and shall be indexed/tabbed with a cross-reference designated for each volume, chapter and section as shown below:

Executed/Signed RFP
Technical Proposal
Chapters - A chapter of the technical proposal shall address each factor that will be evaluated. These factors are transportation; training; storage;

contractor's facility; DOT certification; Standards and specifications; Product veracity; quality assurance; disposal of unserviceable cylinders; reporting of work performed and disposals; ability to meet required delivery schedule; and past performance. Contractor shall utilize the attached Evaluation Factors and Standards, as well as the requirements of this solicitation and the statement of work, in order to prepare the technical proposal. Evaluators will utilize the attached factors and standards in order to evaluate if the contractor has satisfactorily addressed each chapter requirement.

1.5 The proposals shall be simply and economically prepared, they shall be clear legible, practical, specific and complete. They should only contain information that is pertinent to the proposal and shall be presented in a logical and coherent manner that details the contractor's ability to perform the requirements of the solicitation and statement of work.

1.6 Only Volume III shall contain any references to pricing. There shall be no references to pricing in volumes I and II.

2.0 Volume I – Executed Proposal

2.1 Signed RFP. A signed copy of the RFP shall be included in this volume. Each representation, certification and acknowledgement must be executed (filled out) in this volume.

2.2 If work is performed in the United States, all large business offerors must provide a subcontracting plan in accordance with FAR 52.219-9.

3.0 Volume II – Technical Proposal

The technical proposal contents will be evaluated to determine the extent of the offeror's understanding of the general conceptual intent of the specifications and the requirements of the SOW. The attached Evaluation Factors and Standards reflect the Government's requirements for each element. Each element will be determined as acceptable or unacceptable based upon how each element is discussed.

Each factor/element shall be discussed/supported in a manner that would relay to the evaluator that the contractor has a full understanding of each factor/element and how it applies to the SOW.

Required information for final factor entitled "Performance." The offeror is required to provide specific information concerning same or similar work performed. Offerors are required to discuss all previous refurbishment contracts, whether commercial or

Government, which exceeded $50,000 in value. For each contract, the offeror is required to provide this information:

Contract Number/Purchase order number and date of award
Procurement Agency/Purchaser
Name and telephone number of point of contact – official who awarded the contract or purchase order.
Name and telephone of any point of contact involved in contract administration/Field level quality assurance.
Brief description of the work performed. If different from work involved in this solicitation, discuss differences.
Original Contract price.
Contract period of performance
Number of months to complete all work.
Type of contract; fixed price, etc.
Unusual contract actions (terminations, cure notices)
Any other pertinent information.

4.0 Cost/Price Proposal

These instructions are designed to assist the offeror in developing and presenting the required information that adequately supports the submitted proposal. It is suggested that the offeror make a copy of the Schedule B that is in the RFP, fill in the pricing and insert into this volume. Since a firm, fixed price contract, based upon the existence of adequate competition, is expected to result from this solicitation process, certified cost or pricing data will not be required for submittal (see FAR 15.403-1(b)(1). If, however, only one proposal is received from this process, it may be necessary for the contracting officer to request supporting data which provides justification for the proposed pricing (see FAR 15.403-5).

End of Section L

Section M

Evaluation Factors for formal source selection award

1.0 Introduction: Evaluation of the proposals shall be accomplished for the areas identified in Section L of this RFP using an Acceptable or Unacceptable rating scheme. The attached Evaluation Factors and Standards provide the criteria for each factor/element that determines if the contractor's submission is acceptable or unacceptable. The offeror's response to the criteria set forth in the evaluation factors and standards and section L shall be evaluated for the purpose of identifying the offeror's ability to satisfy the Government's requirements. On-site inspections, pre-award surveys and other means or methods may be conducted or utilized to provide the Government with additional information in the source selection process.

2.0 Evaluation Factors:

The evaluated areas, in descending order of importance, are:

- Technical Proposal
- Cost/Price

The elements in the Technical Proposal are more important than cost/price.

The cost/price area relates to the realism and reasonableness of the offeror's proposed prices. Automated Best Value System (ABVS) will be utilized in the evaluation of proposals.

2.2 Evaluation criteria, on the attached sheet entitled "Evaluation Factors and Standards" will be used to assess the offeror's merits, to identify deficiencies in each factor addressed, the offeror's compliance with requirements; offeror's understanding of the requirements; and adequacy of the offeror's response to support each factor.

2.3 The Government will evaluate the offered unit prices for realism, reasonableness and completeness

2.3.1 Price realism is a matter of whether the offeror has proposed sufficient resources to successfully perform the contract work. Resources include labor, materials, equipment and any other resources required to meet the requirements of the SOW. Unrealistically low prices will be scrutinized closely. Prices that the Government considers to be unrealistically low or high may be required to provide additional information that he/she understands the work that will be required. This will be required to assure that the offeror has not erred in the pricing of the project. Mere

promises, assertions or insistences that a mistake does not exist will not be acceptable.

2.3.2 Price reasonableness is a matter of competitiveness of the offeror. It considers the price and the merits of the proposals. Competitiveness is not determined solely by comparisons to prices proposed. Rather, it involves making cost/price trade-offs amongst the technical proposals and cost/price proposals.

3.0 General Basis for award:

The Government reserves the right to make an award based upon the needs of the Government, considering the areas of Technical and price. Implicit in the entire process is the subjective judgment of the Government evaluators.

In evaluation of the Technical proposals, the Government will consider, at a minimum, the criteria listed in section L and on the attached Evaluation Factors and Standards, to determine the offeror's ability to meet the requirements of the SOW, any specifications and the RFP.

The source selection will be made by the Source Selection Authority, based upon an integrated assessment of the proposals submitted in response to the formal RFP. the integrated assessment will involve a determination by the Government of the overall value of each proposal. In the evaluation, the Government will identify any deficiencies in each proposal and assess their correction potential. Elements that can be corrected will be issues of negotiations.

EVALUATION FACTORS AND STANDARDS

FACTOR	EXCELLENT	HIGHLY ACCEPTABLE	ACCEPTABLE	UNACCEPTABLE
Transportation	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor has the necessary vehicles, man power and relate equipment required to pickup and deliver empty and full industrial gas cylinders.	The Government lacks reasonable assurance that the Contractor has the necessary vehicles, man power and relate equipment required to pickup and deliver empty and full industrial gas cylinders.
Training	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor's personal are properly trained in the areas of safe handling, storage and transportation of both full and empty cylinder, quality assurance and hydrostatic testing.	The Government lacks reasonable assurance that the Contractor's personal are properly trained in the areas of safe handling, storage and transportation of both full and empty cylinder, quality assurance and hydrostatic testing.

EVALUATION FACTORS AND STANDARDS

Factor	Excellent	Highly Acceptable	Acceptable	Unacceptable
Storage	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor has adequate storage capacity to temporarily store the cylinders in the Government cylinder pool, in addition to cylinders awaiting refurbishment.	The Government lacks reasonable assurance that the Contractor has the adequate storage capacity required to temporarily store the cylinders in the Government cylinder pool, in addition to cylinders awaiting refurbishment.
Facility	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor has the necessary man power and equipment required to refurbish and fill industrial gas cylinders.	The Government lacks reasonable assurance that the Contractor has the necessary man power and equipment required to refurbish and fill industrial gas cylinders.
DOT Certification	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor has provided documentation substantiating that the hydrostatic test facility to be used to fulfill the contract requirements is DOT certified.	The Contractor has failed to provide documentation substantiating that the hydrostatic test facility to be used to fulfill the contract requirements is DOT certified.

EVALUATION FACTORS AND STANDARDS

6/25/2003

Factor	Excellent	Highly Acceptable	Acceptable	Unacceptable
Specifications & Standards	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor has access to current specifications and standards required to meet the term and conditions of this contract.	The Contractor has failed to demonstrate an access to currents specifications and standards required to meet the term and conditions of this contract.
Product	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal will likely result in cylinders and gases that meet or exceed the cylinder and gas requirements cited in the DSCR item descriptions.	The Government lacks reasonable assurance that the Contractor can provide cylinders and gases that meet the current DSCR item descriptions.
Quality Assurance	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal contains an ISO 9000 compliant quality assurance program, that gives the Government reasonable assurance that the cylinders will meet or exceed the standards for product quality, the technical requirements, manufacturing quality assurance, marking, testing and labeling.	The Contractor's proposal does not include an ISO 9000 compliant quality assurance program.

EVALUATION FACTORS AND STANDARDS

6/25/2003

Factor	Excellent	Highly Acceptable	Acceptable	Unacceptable
Disposal	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor will be able to properly dispose of cylinders that cannot be refurbished.	The Government lacks reasonable assurance that the Contractor will be able to properly dispose of cylinders that cannot be refurbished.
Reporting	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor will be able to properly report and account for cylinder disposals and refurbishment.	The Government lacks reasonable assurance that the Contractor will be able to properly report and account for cylinder disposals and refurbishment.
Delivery	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	Base on the documentation provided, when the Contractor has the required full cylinders on-hand, the Contractor will be able to deliver the cylinders within 3 days after receipt of the customer's order.	Base on the documentation provided, the Government lacks reasonable assurance that when the Contractor has the required full cylinders on-hand, the Contractor will be able to deliver the cylinders within 3 days after receipt of the customer's order.

EVALUATION FACTORS AND STANDARDS

6/25/2003

Factor	Excellent	Highly Acceptable	Acceptable	Unacceptable
			Base on the documentation provided, when the Contractor does not have the required full cylinders on-hand, the Contractor will be able to deliver the cylinders within 30 days after receipt of the customer's order.	Base on the documentation provided, the Government lacks reasonable assurance that when the Contractor does not have the required full cylinders on-hand, the Contractor will be able to deliver the cylinders within 30 days after receipt of the customer's order.
Performance	This factor will be evaluated as Acceptable or Unacceptable	This factor will be evaluated as Acceptable or Unacceptable	The Contractor's proposal indicates that the Contractor has done this type of work before and would be unable to meet the delivery and quality assurance requirements of the contract.	The Government lacks reasonable assurance that the Contractor has done this type of work before and would be unable to meet the delivery and quality assurance requirements of the contract.

EUROPEAN
INDUSTRIAL GAS SUPPORT PROGRAM
STATEMENT OF WORK

PURPOSE: The purpose of this industrial gas support program is to supply industrial compressed and liquefied gases to Military and Federal activities in Europe. The European Industrial Gas Support Program includes, but is not limited to, the following:

- Supplying various types and grades of compressed and liquefied gases in a variety of cylinder sizes.
- Delivering filled cylinders to the customer's site.
- Picking up empty cylinders from the customer's site, as required.
- Maintaining a pool of Government furnished empty cylinders at the Contractor's site.
- Storing full oxygen cylinders at the Contractor's site, as required.
- Storing and maintaining the stock level of full sulfur hexafluoride cylinders at the Contractor's site.
- Providing empty cylinders in accordance with Government requirements, as required.
- Performing maintenance on empty cylinders, as required.
- Providing reports, as specified in this Statement of Work.
- Disposing of unserviceable cylinders, as required.

COMPRESSED AND LIQUEFIED GASES: The Contractor shall provide the following types and grades of compressed and liquefied gases, in accordance with the corresponding specifications:

- Acetylene, BB-A-106 Grade B
- Air, Human Respiration, BB-A-1034 Source I Grade A
- Argon, MIL-A-18455 Type I
- Argon, exception to MIL-A-18455 Type I (99.997%)
- Carbon Dioxide, BB-C-101 Grade B
- Helium, BB-H-1168 Grade A and Grade B
- Hydrogen, BB-H-886 Grade A
- Hydrogen, CGA Spec. G-5.3 Grade C and Grade L
- Nitrogen, A-A-59503 Type I, Grade A, Class 1
- Nitrogen, exception to A-A-59503 Type I, Grade A, Class 1 (99.99%)
- Nitrogen, A-A-59503 Type I, Grade B, Class 1 and Class 2
- Oxygen, Aviators Breathing, MIL-PRF-27210 Type I and Type II
- Oxygen, Technical BB-O-925 Type I
- Butane, Propane, and Butane-Propane Mixtures
- Sulfur Hexafluoride, ASTM D 2472

CYLINDERS: The Contractor shall provide the compressed and liquefied gases in the following Government furnished cylinders, or as otherwise specified in the contract or order:

GAS & CYL U/I = CY (FULL)	EXCHANGE U/I = CY (GAS ONLY)	CYLINDER U/I = EA (EMPTY)	DOT CYL SPEC	STD CAP	DIMENSIONS O.D. BY LG
ACETYLENE BB-A-106					
GRADE B (98.0%)					
6830-00-292-0138	6830-01-508-2985	8120-00-285-4733	8 OR 8AL	10 CF	4.0 X 12.5
6830-00-264-6752	6830-01-508-2995	8120-00-663-3019	8 OR 8AL	40 CF	6.0 X 20.0
6830-00-292-0137	6830-01-508-2996	8120-00-597-5670	8 OR 8AL	190 CF	9.5 X 32.5
6830-00-264-6751	6830-01-508-3000	8120-00-268-3360	8 OR 8AL	225 CF	12.0 X 29.0
AIR, HUMAN RESPIRATION BB-A-1034					
GRADE A					
6830-01-264-2660	6830-01-508-3003	8120-00-282-8075	3AA2015/2265	230 CF	9.0 X 51.0
6830-01-329-7436	6830-01-508-3009	8120-01-329-1500	3AA2400	285 CF	9.25 X 55.0
ARGON MIL-A-18455					
TYPE I (99.985%)					
6830-00-985-7281	6830-01-508-3027	8120-00-282-8077	3AA2015/2265	246 CF	9.0 X 51.0
6830-01-431-0533	6830-01-508-3028	8120-01-431-1177	3AA3500	381 CF	9.25 X 51.0
6830-01-431-0564	6830-01-508-3031	8120-01-360-1873	3AA6000	578 CF	9.25 X 51.0
TYPE I (99.997)					
6830-01-431-0576	6830-01-508-3032	8120-00-282-8077	3AA2015/2265	246CF	9.0 X 51.0
CARBON DIOXIDE BB-C-101					
GRADE B (NON-MEDICAL)					
6830-00-281-3053	6830-01-508-3038	8120-00-181-8082	3AA1800/2015	50LB	9.0 X 51.0
GRADE B (FIRE)					
6830-01-433-3717	6830-01-508-3040	8120-01-502-4379	3AA2015	15 LB	6.5 X 26.0
6830-01-433-3721	6830-01-508-2994	8120-01-502-4378	3AA2015	50 LB	8.5 X 51.0
HELIUM BB-H-1168					
GRADE A (99.995%)					
6830-00-782-2656	6830-01-508-2997	8120-00-244-6981	3AA2015/2265	216 CF	9.0 X 51.0
GRADE B (97.5%)					
6830-01-431-1166	6830-01-508-3007	8120-00-151-9753	3AA2015/2265	216 CF	9.0 X 51.0
HYDROGEN BB-H-886					
GRADE A (99.0%)					
6830-01-431-1196	6830-01-508-3011	8120-01-178-4754	3AA2015/2265	211CF	9.0 X 51.0
GRADE C (99.95%) CGA SPEC G-5.3					

6830-00-182-6321	6830-01-508-3015	8120-01-281-0353	3AA2015	75 CF	8.0 X 27.0

GRADE L (99.999%) CGA SPEC G-5.3

6830-00-474-5789	6830-01-508-3030	8120-01-178-4754	3AA2015/2265	211 CF	9.0 X 51.0

NITROGEN A-A-59503

TYPE I, GRADE A (99.95%), CLASS 1 (OF)

6830-00-656-1596	6830-01-508-3035	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE 99.99%, CLASS 1 (OF)

6830-00-758-6475	6830-01-508-3036	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0

TYPE I, GRADE B (99.5%), CLASS 1 (OF)

6830-00-192-9067	6830-01-508-3039	8120-01-134-9896	3AA2015/2265	113 CF	7.0 X 43.0
6830-01-028-9402	6830-01-508-3041	8120-00-985-7275	3AA2015/2265	226 CF	9.0 X 51.0
6830-01-267-9591	6830-01-508-3005	8120-01-023-0539	3AA2400	276 CF	9.25 X 55.0
6830-01-265-4068	6830-01-508-3010	8120-01-263-3614	3AA3500	336 CF	9.25 X 51.0
6830-01-431-0639	6830-01-508-3014	8120-01-362-6386	3AA6000	494 CF	9.25 X 51.0

TYPE I, GRADE B (99.5%), CLASS 2 (OT)

6830-01-250-2888	6830-01-508-3021	8120-00-193-1698	3AA2015/2265	226CF	9.0 X 51.0
6830-01-283-8777	6830-01-508-3025	8120-01-285-3377	3AA3500	336 CF	9.0 X 51.0

OXYGEN, AVIATORS BREATHING MIL-PRF-27210

TYPE I (GASEOUS)

6830-01-169-3977	6830-01-508-9029	8120-00-282-8083	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-258-7020	6830-01-508-9024	8120-00-285-1575	3AA2400	308 CF	9.25 X 55.0

TYPE II (CRYOGENIC LIQUID)

6830-00-808-9531			BULK	GALLON	

OXYGEN, TECHNICAL BB-O-925

TYPE I (GASEOUS)

6830-01-049-5263	6830-01-508-3043	8120-00-357-7992	3AA2015/2265	247 CF	9.0 X 51.0
6830-01-431-0681	6830-01-508-3044	8120-00-883-1174	3AA2400	308 CF	9.25 X 55.0
6830-01-333-3151	6830-01-508-3045	8120-01-325-6750	3AA2015/2265	48 CF	7.0 X 19.5
6830-00-782-2645	6830-01-508-3048	8120-00-285-1576	3AA2015/2265	27 CF	5.375 X 18.5
6830-00-945-3961	6830-01-508-3050	8120-00-866-0206	3AA2015/2265	48 CF	7.0 X 19.5

BUTANE, PROPANE, AND BUTANE-PROPANE MIXTURES GPA STANDARD 2140-97

TYPE I, BUTANE

TYPE II, PROPANE, GRADE HD-5

6830-00-229-8946	6830-01-508-9379	8120-00-530-5225	4BW240	20 LB	12.5 X 16.5
6830-00-782-6491	6830-01-508-9047	8120-00-175-8568	4BW240	40 LB	12.5 X 28.0
6830-00-985-7278	6830-01-508-9044	8120-00-175-8569	4BW240	100 LB	14.5 X 44.0

TYPE III, BUTANE-PROPANE MIXTURES

SULFUR HEXAFLUORIDE ASTM D 2472

6830-00-817-2342	6830-01-509-7383	8120-00-181-7181	3AA1800/2015	25 LB	6.5 X 25.0
6830-01-394-4195	6830-01-509-7387	8120-01-394-4200	3AA2015	40 LB	7.0 X 32.5
6830-00-985-7283	6830-01-509-7380	8120-00-139-4441	3AA2015	100 LB	9.0 X 51.0

GENERIC CYLINDER

		8120-01-015-5180	3AA2015/2265	247 CF	9.0 X 51.0

The Contractor must be able to deliver full cylinders with a minimum quantity of one cylinder to a maximum truckload quantity of 16 pallets to various requesting facilities within Europe.

Where the Contractor has the required full cylinders on-hand, all Direct-Vendor-Delivery (DVD) orders, shall be filled within 3 working days, after receipt of the customer's order by the Contractor.

All other orders shall be filled within 30 days, after receipt of the customer's order by the Contractor.

INDUSTRIAL GAS PROGRAM

Definition of program: The Contractor shall be responsible for providing all materials, vehicles, equipment, permits, transportation and any other items or services necessary to support this Industrial Gas Support Program. The Contractor shall provide total cylinder support including, but not limited to, the delivery of full cylinders to, and the pick-up of empty cylinders from, customers' sites within Europe. The successful Contractor shall also be responsible for storing and maintaining a pool of Government owned cylinders.

This Industrial Gas Service Program consists of a customer ordering full compressed and liquefied gas cylinders, the delivery of the cylinders ordered by the customer to the customer's site, the pick-up of empty cylinders from the customer's site, the reconditioning of the empty cylinders, the maintenance of a pool of Government owned cylinders, and the disposal of unserviceable cylinders, in accordance with local environmental rules and regulations. The customer's requirements shall be electronically generated and shall result in a "contract call" or "delivery order" being sent to the Contractor via a Paperless Order Placement System (POPS). The number of full cylinders ordered by the customer may vary significantly from the number of empty cylinders available for pick-up. All empty cylinders picked up from the customer's site shall be returned to the successful Contractor's site for reconditioning and subsequent refilling. The Contractor shall dispose of all unserviceable cylinders in accordance with all environmental laws and regulations. Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. Each customer and the Contractor shall review and balance their systems quarterly.

All empty cylinder pick-ups, empty cylinder reconditioning and unserviceable cylinder disposal by the Contractor shall be performed at no additional cost to the customer. A fee for the disposal of unserviceable cylinders shall be negotiated with the Contracting Officer prior to contract award.

Cylinder Pool: After contract award, the Contractor shall be required to establish and maintain a pool of Government owned cylinders at the Contractor's site.

To initially establish the cylinder pool the Contractor shall pick up a sufficient quantity of various types and sizes of empty compressed gas cylinders, to be furnished by the Government, from the DLA depot, customer's sites or as directed by contract or order. These empty cylinders shall be new, reconditioned, or cylinders requiring reconditioning.

After the initial pool has been established, the stock level of empty cylinders within the pool shall be maintained through customer pick-ups, with any deficit being furnished by the Government. It is the Contractor's responsibility to maintain adequate stock in the cylinder pool at all times, in order to meet customer demands within the required delivery times. Should the customer pick ups be insufficient to maintain the required stock level in the cylinder pool, it is the Contractor's responsibility to notify the Contract Administrator in a timely fashion, indicating both the quantity and the empty cylinder NSN required to bring the cylinder pool stock level back into an acceptable range. Upon notification from the Contractor the Government shall provide the required type and number of empty cylinders. As directed by the Contract Administration, the Contractor may be required to pick up the empty cylinders and transport them back to the Contractor's site.

As part of the cylinder pool the Government shall furnish the Contractor full oxygen cylinders in accordance with NSN 6830-01-049-5263 and full sulfur hexafluoride cylinders in accordance with NSN 6830-00-817-2342. The contractor shall store these full cylinders for the Government and shall **maintain the stock level of the full sulfur hexafluoride cylinders at all times**.

At the end of the term of this contract, all Government owned cylinders in the cylinder pool shall be returned to the Government by the Contractor.

Reporting Requirements: The Contractor shall provide DSCR-JDPB an itemized statement of services performed on each cylinder by location site quarterly.

The Contractor shall dispose of unserviceable cylinders in accordance with European country requirements, and the Contractor shall provide DSCR-JDPB an itemized statement of cylinder disposals quarterly to include the NSN, quantity, and the site from which the cylinder was picked up.

Cylinder/Container Requirements: Cylinders and other containers for gaseous and liquid forms of gases shall comply with Department of Transportation (DOT) and Department of Defense (DOD) specification and standards, and shall be maintained, filled, marked, and labeled and shipped to comply with current transportation, storage, and handling documents.

Valves: All valves installed in Government owned cylinders shall conform to the requirements of Military Specification MIL-DTL-2 and the corresponding Qualified Products List (QPL). Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and it's service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.

Cylinder Re-qualification

1. DOT 3A, 3AA and 3AL Cylinders

a) Re-qualification Date. If the applicable DOT regulations require a cylinder to be re-qualified within three (3) months of the scheduled date of shipment to a continental US destination, or within two (2) years of the scheduled date of shipment to an overseas destination, the cylinder shall be re-qualified as necessary. Upon request by the ordering activity, the Contractor shall re-qualify any Government owned cylinder regardless of the scheduled re-qualification date.

b) Hydrostatic Testing. Hydrostatic testing shall be performed in accordance with an approved method described in Compressed Gas Association Pamphlet C-1 "Methods for Hydrostatic Testing of Compressed Gas Cylinders".

c) Visual Inspection. Visual inspections shall be performed in accordance with the Compressed Gas Association Pamphlet C-6 "Standards for Visual Inspection of Steel Compressed Gas Cylinders".

d) All testing and inspections shall be in full compliance with CFR TITLE 49 Para 173.34.

2. DOT 8 and 8AL Cylinders

a) Inspection. Each acetylene cylinder shall be re-qualified for both the external shell and the internal filler mass in accordance with the requirements of the Compressed Gas Association Pamphlet C-13 "Guidelines for Periodic Visual Inspection and Re-qualification of Acetylene Cylinders".

Methods of Shipment: Each customer and the Contractor shall establish separate systems to account for the movement of cylinders to and from the Contractor's receiving and shipping location. All government furnished pallets, bins, baskets, cross-bracing, etc., used to transport the empty cylinders to the Contractor's fill plant shall be reused to transport the full cylinders to their destination. The transportation of full and empty cylinders in U.S. Government or Contractor owned steel bins, baskets, pallets, or other similar devices is authorized provided such means of transportation meets or exceeds all DOT and European country regulations. Loose cylinders shall be transported in a vertical position secured in a manner that will prevent any movement that might damage the cylinder, its paint or its markings. The total quantity of cylinders per truckload shall be adjusted to the total capability of the number of containment devices used. The truckload lot may be any combination of carrying devices limited in number only by the available floor space on the vehicle.

Reconditioning of Government Owned Cylinders: The Contractor shall perform cylinder maintenance and reconditioning services that are necessary to maintain the cylinders in a fully serviceable condition. These services shall be performed as outlined in MIL-STD-1411 "Inspection and Maintenance of Compressed Gas Cylinders". The Government shall reimburse the Contractor for services provided based on a negotiated fee-for-service rate schedule.

The Contractor shall furnish all materials and replacement component parts, in order to perform the authorized services listed below:

a) Stripping and Painting, to include, stripping of paint as necessary by grit blast, caustic solution, or wire brush and repainting with the proper color code, all lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required by applicable regulations. Treatment and painting shall be by any method or system that will provide a finish that will meet the requirements of the item description for the reconditioned cylinder NSN.

b) Stenciling, miscellaneous (applicable to stenciling required on cylinders that do not require stripping or painting).

c) Hydrostatic testing of cylinders. Cylinders shall be tested in accordance with DOD and DOT regulations. To include valve removal, testing, indenting new test date, drying interior with air or an inert gas to a dew point consistent with the quality of the product for which the cylinder is designated, and resetting same or new valve.

- **NOTE**: At the time of solicitation the Contractor shall be required to furnish documentation substantiating that the hydrostatic testing facility is DOT certified. In addition, the Contractor shall perform a hydrostatic test on any or all cylinders, on or before the required test date, as directed by contract or order.

d) Modified hydrostatic test, where permitted by DOT regulations. This shall also include all of the supplemental requirements as in C. above.

e) Visual inspection in lieu of hydrostatic test, where permitted by DOT regulations. This shall include the removal of the valve, internal and external inspection, and resetting the same or new valve.

f) Internal drying the interior of cylinder as in c. above but not in conjunction with a hydrostatic test.

g) Internal mechanical cleaning of cylinder prior to or not in conjunction with a hydrostatic test to include flushing of particulate matter with air or water.

h) Internal chemically cleaning of cylinder to remove a hydrocarbon or other contaminant as required by applicable specifications. To include pressurization, evacuation, purging and analyzing to assure removal of all contamination.

i) Remove fractured, rusted or damaged cylinder parts, to include valve protection cap, valve, plugs and collars.

- **NOTE:** All serviceable parts, valves and fittings that are removed from the Government owned cylinders and not reused by the Contactor shall be returned to the Government as directed by the Contracting Officer at the end of the contract.

j) Metal stamping nomenclature of gas on valve.

k) External visual inspection of Acetylene cylinders. This shall include preparing the external metal surface (stripping if necessary) and performing a visual inspection of all

exterior surfaces and flange threads for deteriorating conditions in accordance with and not to exceed limits found in CGA Pamphlet C-13.

l) Internal visual inspection of Acetylene cylinders. This shall include the removal of the valve, all fuse plugs, screen, felt pads and inspect the interior filler mass for shrinkage and deterioration in accordance with the procedures found in CGA Pamphlet C-13. Once the inspection has been completed and the cylinder found acceptable, the cylinder shall be reassembled with new felt pads and a new screen and the same or new valve. All deteriorating fuse plugs shall be replaced.

m) Remove and reclaim and/or destroy all residue of a known product prior to the reconditioning of a cylinder for refilling.

UNLISTED SERVICES: Permission to perform unlisted services not covered by this document must be obtained from the Contract Administrator, prior to performing the service.

Replacement Cylinder Parts and Accessories: The Contractor shall provide the following parts and accessories as required:

1. Cylinder valves
2. Dip tube (siphon) including retreating
3. Collar (Neck Flange)
4. Valve hood (Valve protection cap)
5. Frangible disc type pressure relief device assembly
6. Combination fusible plug-frangible disc type pressure relief device assembly
7. Plastic valve outlet cap or plug (not permitted for oxygen service)
8. Brass valve outlet cap or plug and retaining chain and clip
9. Frangible disc
10. Fusible plug in valve
11. Fusible plug in cylinder
12. Valve stem
13. Valve packing
14. Felt pads (Acetylene cylinders)
15. Acetone (Acetylene cylinders)
16. Screen (Acetylene)

Non-Repairable Government Owned Cylinders: Prior to disposing of non-repairable Government owned cylinders, parts, fittings and appurtenances, the Contractor shall contact the ordering (owning) activity. The Contractor shall make disposition in accordance with agency instructions. Any costs incurred by the Contractor in processing non-repairable Government owned cylinders, except for handling charges normally incurred by the Contractor, shall be absorbed by the agency based on a negotiated price to be determined prior to contract award.

Contractor Obligations

A. Transportation of Cylinders: Transportation of both the full and empty cylinders between the use point of the customer and the receiving and shipping point of the Contractor shall be by conveyance provided by or at the expense of the Contractor. The Contractor is to be notified and provide written authorization before any cylinders are

shipped to the Contractor's facility collect. Failure to notify the Contractor and obtain the required authorization prior to shipment may result in the ordering activity being responsible for the shipping charges.

B. Material Safety Data Sheets (MSDS): The Contractor must prepare an MSDS for each hazardous item as prescribed in Federal Standard 313, and ensure that the contract number, part number/trade name, National Stock Number (NSN) or Local Stock Number (LSN), Temporary Stock Number (TSN), Activity Control Number (ACN) and complete specification reference including type, grade and class are included on the MSDS. This applies to all items that are classified as hazardous in Federal standard No. 313 or in the OSHA Hazardous Communication Rule (29 CFR, PART1910, SUBPART H).

C. Inspection and Testing: The Contractor is responsible for the performance of all inspection and testing requirements as defined herein. Except as otherwise noted, the Contractor may use his own or any other facilities suitable for the performance of the inspection and test requirements. The Government reserves the right to perform any of the inspections or tests set forth herein, where such inspection tests are deemed necessary to assure supplies and services conform to the prescribed requirements.

D. Approvals: The Contractor is responsible for obtaining/maintaining all required certifications, licenses, and state and municipal locale approvals, as specified herein during performance of the contract.

E. Quality Assurance Program: The Contractor shall establish and maintain a Quality Assurance Program that complies with all terms and conditions specified herein for all work performed under the contract.

F. Workmanship: Unless otherwise specifically provided herein, the quality of all items rendered shall conform to applicable industry standards.

I84R 52.216-9G38 PRICE REDETERMINATION CLAUSE - REFURBISHMENT OF GOVERNMENT CYLINDERS (JAN 1997)

(a) The purpose of this clause is to provide for adjustments to the contract unit prices in the second quarter and each successive quarter based on the actual level of refurbishment performed by the contractor. This clause is necessary due to significant uncertainty in the conditions of the government furnished cylinders. The contract unit prices shall be adjusted each quarter based on the actual level of refurbishment experienced in the prior quarter. The contractor is required to report the number of cylinders serviced and at what level. The first quarter contract unit prices shall not be adjusted. The contractor will maintain a record of the actual level of refurbishment per NSN performed for the first 90 days from the contract award date. The contractor shall continue to document the actual level of refurbishment for each successive 90 day period. Within 10 days from the expiration of each 90 day period, the contractor will provide to the contracting officer the refurbishment report showing the actual refurbishment accomplished for those 90 days. The contracting officer shall issue a price modification (if appropriate) within 20 days after receipt of the refurbishment report. The adjusted contract unit prices will be valid for 90 days from the date of the modification. All adjusted prices shall be valid for future orders only.

(b) The 4 levels of refurbishment are:

(1) **Major**-Any refurbishment that requires all the following service actions:

(i) Remove Hazardous Gas Residue
(ii) Grit Blast
(iii) Paint
(iv) Stencil
(v) Internal Clean (Mechanical and/or Chemical as needed)
(vi) Hydrostatic Test or Requalification of Acetylene Cylinders
(vii) New Valve as needed

(2) **Average**-Any refurbishment that requires all the following service actions:

(i) Remove Hazardous Gas Residue
(ii) Paint
(iii) Stencil
(iv) Hydrostatic Test

(3) **Minor**-Any refurbishment that requires all the following service actions:

(i) Paint
(ii) Stencil

(4) **No Maintenance** - This level of refurbishment requires only the standard receiving and serviceability inspections performed on all cylinders upon receipt.

(c) The prices payable under this contract after the first quarter shall be the remaining contract unit price plus the actual refurbishment rate times the base refurbishment cost. For illustration purposes, two examples of pricing adjustments (one upward and one downward) are provided at Attachment 1, Next page. These examples demonstrate the interaction between changing refurbishment rates and proposed refurbishment cost.

(d) If any contract option is exercised under this contract pursuant to the option clause contained elsewhere in the contract, the option price shall be the price offered by the offeror in its original offer. The option price shall be adjusted at the time of option exercise based on the actual refurbishment rate for the prior 90 day period. The option price will be subject to further adjustment only as provided for in this clause.

(e) Any disagreement between the contractor and the Government concerning the actual level of refurbishment or the application of this clause will be subject to the contracting officer's written determination. If the contractor disagrees with the contracting officer's decision, it may appeal the decision in accordance with the contract disputes clause.

(f) Price Evaluation :

(1) The following refurbishment rates will be used for price evaluation and determining pricing for the initial 90 day (not to exceed 120 days) period:

Major	5%
Average	35%
Minor	15%
No Maintenance	45%

(2) Each offeror must provide the cost for each level of refurbishment and the remaining unit price, which includes all costs not associated with refurbishment (i.e., cost of gases, packaging, transportation, etc.). Attachment 2 to this clause shows an example of the initial price evaluation. Offerors are required to provide a spreadsheet reflecting the proposed pricing for each level of refurbishment for each NSN.

ADJUSTMENT

Att. 1

ATTACHMENT 1

EXAMPLE 1

		REMAINING UNIT PRICE*		$ 20 00	
		QTY		120	
		TOTAL PRICE		2400	
	LEVEL OF REFURBISHMENT	REFURBISHMENT COST*	REFURBISHMENT RATE FOR 1ST QTR**	QTY	TOTAL COST
LEVEL 1	MAJOR	$ 45 00	5%	6	$ 270 00
LEVEL 2	AVERAGE	$ 20 00	35%	42	$ 840 00
LEVEL 3	MINOR	$ 10 00	15%	18	$ 180 00
LEVEL 4	NO MAINTENANCE	$ -	45%	54	$ -
	TOTAL REFURBISHMENT COST		100%	120	$1,290 00
	TOTAL REMAINING UNIT PRICE				$2,400 00
			TOTAL PRICE		$3,690 00
	FIRST QUARTER CONTRACT UNIT PRICE				$ 30 75

* DATA IN SCHEDULE B OF THE CONTRACT
** ESTIMATED

EXAMPLE 1

		REMAINING UNIT PRICE*		$ 20 00	
		QTY		120	
		TOTAL PRICE		$2,400 00	
	LEVEL OF REFURBISHMENT	REFURBISHMENT COST*	ACTUAL 1ST QTR REFURBISHMENT RATE	QTY	TOTAL COST
LEVEL 1	MAJOR	$ 45 00	15%	18	$ 810 00
LEVEL 2	AVERAGE	$ 20 00	35%	42	$ 840 00
LEVEL 3	MINOR	$ 10 00	15%	18	$ 180 0
LEVEL 4	NO MAINTENANCE	$ -	35%	42	
	TOTAL REFURBISHMENT COST		100%	120	$1,830 00
	TOTAL REMAINING PRICE				$2,400 00
			TOTAL PRICE		$4,230 00
	SECOND QUARTER ADJUSTED UNIT PRICE				$ 35 25

EXAMPLE 2

		REMAINING UNIT PRICE*		$ 20 00	
		QTY		120	
		TOTAL PRICE		$2,400 00	
	LEVEL OF REFURBISHMENT	REFURBISHMENT COST*	ACTUAL 1ST QTR REFURBISHMENT RATE	QTY	TOTAL COST
LEVEL 1	MAJOR	$ 45 00	10%	12	$ 540 00
LEVEL 2	AVERAGE	$ 20 00	15%	18	$ 360 00
LEVEL 3	MINOR	$ 10 00	25%	30	$ 300 00
LEVEL 4	NO MAINTENANCE	$ -	50%	60	$ -
	TOTAL REFURBISHMENT COST		100%	120	$1,200 0
	TOTAL REMAINING PRICE				$2,400 00
			TOTAL PRICE		$3,600 00
	SECOND QUARTER ADJUSTED UNIT PRICE				$ 30 00

EVALUATION Att. 2

ATTACHMENT # 2

	LEVEL OF REFURBISHMENT	REFURBISHMENT COST*	ESTIMATED RATE FOR EVALUATION	QTY	TOTAL COST
		COMPANY A			
		REMAINING UNIT PRICE*		$ 20 00	
		QTY		120	
		TOTAL PRICE		$2,400 00	
LEVEL 1	MAJOR	$ 45 00	5%	6	$ 270 00
LEVEL 2	AVERAGE	$ 20 00	35%	42	$ 840 00
LEVEL 3	MINOR	$ 10 00	15%	18	$ 180 00
LEVEL 4	NO MAINTENANCE	$ -	45%	54	$ -
	TOTAL REFURBISHMENT COST		100%	120	$1,290 00
	TOTAL REMAINING UNIT PRICE				$2,400 00
			TOTAL PRICE		$3,690 00
			UNIT PRICE		$ 30 75

	LEVEL OF REFURBISHMENT	REFURBISHMENT COST*	ESTIMATED RATE FOR EVALUATION	QTY	TOTAL COST
		COMPANY B			
		REMAINING UNIT PRICE*		$ 30 00	
		QTY		120	
		TOTAL PRICE		$3,600 00	
LEVEL 1	MAJOR	$ 23 00	5%	6	$ 138 00
LEVEL 2	AVERAGE	$ 16 00	35%	42	$ 672 00
LEVEL 3	MINOR	$ 7 00	15%	18	$ 126 00
LEVEL 4	NO MAINTENANCE	$ -	45%	54	$ -
	TOTAL REFURBISHMENT COST		100%	120	$ 936 00
	TOTAL REMAINING PRICE				$3,600 00
			TOTAL PRICE		$4,536 00
			UNIT PRICE		$ 37 80

* DATA PROVIDED BY OFFERORS