

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 10/19/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNK12444622R	
		x 9B. DATED (SEE ITEM 11) 10/09/2012	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers 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 ACKNOWLEDGEMENT 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 opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	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 date, 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.)

Contract for Agency-wide Supply of Hydrogen

Amendment 01 revises solicitation NNK12444622R as delineated in the attached summary of changes. Slip sheets are provided with sidebars indicating change.

INCO TERMS 2: DESTINATION

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) Erik C. Whitehill	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this amendment is to:

Provide prospective offerors with minor changes to RFP NNK12444622R Contract for Agency-wide Supply of Hydrogen.

Potential offerors are notified of the following changes:

1. Amendment 01 revises Section 1 – Table of Contents.
2. Amendment 01 revises Section 1. 3 CLIN 007 to add DLA reference.
3. Section 1.5 Note 2 is revised from “Requirements are associated with **on** launch campaign” to “Requirements are associated with **one** launch campaign”.
4. Section 2 Title is revised from “Addendum to FAR 52.212-4, Contract Terms and Conditions - Commercial Items” to “Contract Terms and Conditions”
5. Section 3 is revised to incorporate the following clauses by reference:
  - FAR [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards is revised to indicate as being incorporated in this contract by reference.
  - FAR [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010)
  - FAR [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
  - FAR [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
6. Section 5 Title is revised from “Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items” to “Instructions to Offerors”
7. Attachment 01 STATEMENT OF WORK: Pratt & Whitney is revised to add DLA reference.

The information included in the attached “content change pages” are to replace the current RFP pages.

All other areas of the RFP remain unchanged.

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## SECTION 1. CONTINUATION OF SF 1449

### 1.1. SUPPLIES TO BE FURNISHED

This is a fixed-price, requirements contract for the purchase of liquid hydrogen during the contract period of performance. The delivery location and estimated quantities are specified in the schedule as Contract Line Item Numbers (CLINs). The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver the items identified in the schedule in accordance with Attachment 001 and Attachment 002.

(End of clause)

### 1.2. PERFORMANCE SPECIFICATION

All requirements delivered under this contract shall be provided in accordance with the following performance specification, which is incorporated in Attachment 002:

MIL-PRF-27201D, dated 7 FEB 2007, entitled, "Propellant, Hydrogen"

Product supplied shall fully meet the requirements of the applicable specification as indicated in the Supply Schedule. Unless otherwise indicated by the Contractor prior to award, the product offered will be assumed to fully meet the applicable specification. Note: Most unclassified Defense specifications and standards may also be downloaded from the following ASSIST websites: ASSIST (<https://assist.daps.dla.mil>); Quick Search (<https://assist.daps.dla.mil/quicksearch>).

(End of clause)

### 1.3. PLACE OF PERFORMANCE OR DELIVERY LOCATION

CLIN	NAME	LOCATION
001	Stennis Space Center (SSC)	SSC, Mississippi 39529
002	Marshall Space Flight Center (MSFC)	Huntsville, Alabama 35812
003	Kennedy Space Center (KSC) & Cape Canaveral Air Force Station (CCAFS)	KSC, Florida 32899
004	Cape Canaveral Air Force Station (CCAFS)	KSC, Florida 32899
005	White Sands Test Facility (WSTF)	Las Cruces, New Mexico 88004
006	Glenn Research Center (GRC) & Plum Brook Station	Cleveland, Ohio 44135 & Sandusky, Ohio 44870
007	Pratt & Whitney (P&W) [DLA]	West Palm Beach, Florida 33410

(End of clause)

### 1.4. PERIOD OF PERFORMANCE

The basic contract period of performance is from December 1, 2012, through November 30, 2013. There is one option period available, which if exercised, extend the period of performance as follows:

Option 1: December 1, 2013, through November 30, 2014.

(End of clause)

1.5. SCHEDULE OF SUPPLIES

CLIN	DL	UNIT	ORDER LIMITATIONS				BEST EST. YRLY QTY CY2013	BEST EST. YRLY QTY CY2014
			MINIMUM	MAX DAILY	MAX WEEKLY	MAX MONTHLY		
001	SSC	Pound	1k	66k	264k	658k	5M	4M
002	MSFC	Pound	1k	15K	37k	148k	754k	37k
003	KSC / CCAFS <sup>1</sup>	Pound	1k	40k	100k	150k	355k	430k
004	CCAFS (Delta IV Heavy) <sup>2</sup>	Pound	1k	77k	346k	538k	0	538K
005	WSTF	Pound	1k	9k	21k	50k	240k	240k
006	GRC <sup>3</sup>	Pound	1k	12k	12k	50k	50k	92k
007	P&W	Pound	1k	16k	40k	100k	216k	152k

<sup>1</sup>–KSC/CCAFS includes KSC, Atlas V and Delta IV medium class

<sup>2</sup>–Delta IV Heavy Requirements are associated with **one** launch campaign planned to occur during the 3 or 4 quarter of CY2014.

<sup>3</sup>–GRC includes both Cleveland and Plum Brook facilities.

(End of Clause)

1.6. CONTRACT PRICING

1.6.1. UNIT PRICES

CLIN	DELIVERY LOCATION	PRICE PER POUND	
		BASIC	OPTION 1
001	SSC		
002	MSFC		
003	KSC / CCAFS		
004	CCAFS (Delta IV Heavy)		
005	WSTF		
006	GRC		
007	P&W		

(End of clause)

## SECTION 2. CONTRACT TERMS AND CONDITIONS

### 2.1. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

### 2.2. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

### 2.3. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)

### 2.4. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period specified in Section 1.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### 2.5. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in a quantity less than the quantity specified in Section 1.5, 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 the amount or quantity specified in Section 1.5;
  - (2) Any order for a combination of items in excess of the amount or quantity specified in Section 1.5; or
  - (3) A series of orders from the same ordering office within the period specified in the amount or quantity specified in Section 1.5, that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### SECTION 3. FAR 52.212-5 ATTACHMENT

#### 3.1. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

- (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

## SECTION 5. INSTRUCTIONS TO OFFERORS

### 5.1. FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

NAME OF OFFEROR OR CONTRACTOR:

**STATEMENT OF WORK: PRATT & WHITNEY [DLA]**

- (a) Delivery: Delivery and acceptance of product will normally be made Monday through Friday, from 7:00 AM to 4:00 PM. However, under unusual circumstances, the Contractor agrees to deliver product 24 hours a day, 7 days a week, including holidays.
- (b) Clearance Procedures: The badging point-of-contact will coordinate badging and clearance requirements of the vendor’s drivers.
- (c) Quantification of product delivered: Vendor will utilize certified scales at Pratt & Whitney to determine quantity of product delivered.
- (d) Pratt & Whitney responsibility during delivery: Pratt & Whitney personnel have to be present to operate Pratt & Whitney equipment during the delivery of liquid hydrogen.
- (e) Delivery Locations: Current facility storage containers in use at Pratt & Whitney include those which are listed below. However, the Government reserves the right to add, withdraw, change, or substitute receiving containers at anytime during the life of the contract.

<b>P&amp;W Facility</b>	<b>Tanks Designator</b>	<b>Capacity (Gallons)</b>
E Area PSA	H42	90,000
E Area PSA	PSA	50,000

- (f) Fill point interface: Air Force bayonet
- (g) Pratt & Whitney points of contact will be specified on delivery orders.

(End of section)