

Offeror Submission Package

SOLICITATION: **SP0600-99-R-0150**

THE ENCLOSED SOLICITATION COVERS THE PERIOD **JAN 1, 2000**
THROUGH **DEC 31, 2001**

INSTRUCTIONS:

1. The original and one copy of the completed package must be returned to the address in Block #9 on the Standard Form 1449 as your bid. All documents to be completed and returned are contained in this Offeror Submission Package:

Standard Form 1449,

All applicable fill-in clauses

2. Be sure to check your offer prices for accuracy and legibility prior to submission. Initial all changes, and sign and date the SF1449 in ink. The date and time for receipt of offers is October 12, 1999, 3:00 p.m. local time.

3. If you are telefaxing your offer, please limit your telefax transmission to the contents of this Offeror Submission Package.

4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-99-0256		PAGE 1 OF 64		
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-R-0150		6. SOLICITATION ISSUE DATE AUGUST 24, 1999	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATHRYN FANTASIA			b. TELEPHONE NUMBER (no collect calls) (703) 767-9553		8. OFFER DUE DATE/ LOCAL TIME OCT 12, 99 @ 3:00 P.M.	
9. ISSUED BY DESC-PLC				CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
DEFENSE ENERGY SUPPORT CENTER DESC-PLC 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: KATHRYN FANTASIA/PLC PHONE: (703) 767-9553 PP 1.8N				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE
17a. CONTRACTOR / OFFEROR		BID CODE	CAGE CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER FUEL STOCK FUND ACCT BRANCH ATTN: DFAS-COL-LFSC P.O. BOX 182317 COLUMBUS OH 43218-6252 PHONE: 613-693-1830				CODE
TELEPHONE NO.		FAX:	DUNS:	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	(Attach additional Sheets as Necessary)					SEE ATTACHED	SEE ATTACHED	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED. [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.								
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY		
				42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
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SEE NEXT PAGE

(DESC 52.207-9F55)

UNITED STATES ARMY

SOTO CANO
HO, ARMY
HONDURAS

DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN - 449-4142

EST QTY OFFER PRICE/\$USG

101-03 JET FUEL, AVIATION (JA1) 189,000 GL _____

TANK TRUCK (TT), OR TW
DELIVERY HOURS: 0800-1700
MINIMUM DELIVERY: 4,000 GALLONS
MAXIMUM DELIVERY: 8,000 GALLONS

101-28 GASOLINE, REG UNL (MUR) 168,000 GL _____

TANK TRUCK (TT), OR TW
DELIVERY HOURS: 0900-1700
MINIMUM DELIVERY: 4,000 GALLONS
MAXIMUM DELIVERY: 8,000 GALLONS

101-34 DIESEL FUEL #2 (DF2) 3,800,000 GL _____

TANK TRUCK (TT), OR TW
DELIVERY HOURS: 0900-1700
MINIMUM DELIVERY: 4,000 GALLONS
MAXIMUM DELIVERY: 8,000 GALLONS

UNITED STATES AIR FORCE

SOTO CANO
HO, USAF
HONDURAS

DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN: 449-4142

102-03 JET FUEL, AVIATION (JA1) 3,800,000 GL _____

TANK TRUCK (TT), OR TW
DELIVERY HOURS: 0900-1700
MINIMUM DELIVERY: 4,000 GALLONS
MAXIMUM DELIVERY: 8,000 GALLONS

UNITED STATES ARMY

PUERTO CORTEZ
HO, ARMY
HONDURAS

DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN 449-4142

		EST QTY	OFFER PRICE/\$USG
201-03	JET FUEL, AVIATION (JA1)	80,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 4,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

UNITED STATES ARMY

PUERTO CORTEZ
HO, ARMY
HONDURAS

DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN 449-4142

201-28	GASOLINE, REG UNL (MUR)	20,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

201-34	DIESEL FUEL #2 (DF2)	7,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,500 GALLONS		
	MAXIMUM DELIVERY: 3,500 GALLONS		

SAN LORENZO SOUTH
HO, ARMY
HONDURAS
DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN 449-4142

		EST QTY	OFFER PRICE/\$USG
301-03	JET FUEL, AVIATION (JA1)	60,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

UNITED STATES ARMY

301-28	GASOLINE, REG UNL (MUR)	40,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

301-34	DIESEL FUEL #2 (DF2)	40,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

SP0600-99-R-0150
OFFEROR SUBMISSION PACKAGE

PUERTO CASTILLA
HO, ARMY
HONDURAS
DELIVERY DODAAC: W81YGU
BILLING DODAAC : W81YGU
ORDERING OFFICE: DSN 449-4142

		EST QTY	OFFER PRICE/\$USG
401-28	GASOLINE, REG UNL (MUR)	20,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		
401-34	DIESEL FUEL #2 (DF2)	40,000 GL	_____
	TANK TRUCK (TT), OR TW		
	DELIVERY HOURS: 0900-1700		
	MINIMUM DELIVERY: 3,000 GALLONS		
	MAXIMUM DELIVERY: 8,000 GALLONS		

**K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)
(MAY 1999/OCT 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

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

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

(4) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

- TIN: _____
- TIN has been applied for.
- TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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 a Federal, state, or local government;

Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: _____.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

is
 is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

is
 is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

is
 is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

is
 is not

a woman-owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

is
 is not

an emerging small business.

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

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

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

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- is
 is not

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

(B) It--

- has
 has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.

(8) **(Complete if the 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 (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- has
- has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- has
- has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- has developed and has on file
- has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- are
- are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- Have or
- Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- are or
- are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alt I)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) [] A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)

(a) **FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) **ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(DESC 52.229-9F10)

**B19.37 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S/BUNKERS) (CENTRAL AMERICA)
(DESC JUL 1999)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Market price** means the prices published by the Honduran Government in the official Honduran Government publication, Acuerdo/Decredo, and is the price with which the award price is to fluctuate. The market price should be the published price for the same or similar product as the item being purchased.

(i) **Base market price** means the price that will provide the basis for subsequent price adjustments. The base market prices are listed by item in column V of the Table below.

(ii) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in (c)(2) below.

(3) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Contracting Officer, Defense Energy Support Center, of any change in the market price. This notice must be received at DESC within 15 calendar days from the date thereof. If publication occurs after the effective date of the change, and the Contractor notifies the Contracting Officer within 15 calendar days, the price changes shall be retroactive from the date of publication to the effective date of the change, except that retroactivity shall not exceed 60 days from the date of publication.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, as measured in U.S. dollars, per like unit of measure, subsequent to the date on which the base market price is established (see column V of the Table). In order to calculate the price change authorized under this clause, the adjusting market price must reflect the current exchange rate between U.S. dollars and (see Note 2) in effect on the date of the change.

(3) **CALCULATIONS.**

(i) When there is a change in the market price published in the Acuerdo/Decreto, to calculate the new unit price, first find the change in the Acuerdo/Decreto market prices by subtracting the base market price from the new market price. Then add this difference to the award price to obtain the new unit price. Finally, convert this price to U.S. dollars by dividing the resultant figure by the applicable exchange rate in effect at the time of the change.

(ii) All arithmetical calculations, including the final adjusted market and unit prices, shall be rounded to four decimal places.

(4) **NOTIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** in accordance with the following:

(i) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in market price within the allotted 15-day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(ii) **INCREASES.** Any increase in unit price as a result of an increase in market price shall apply to all deliveries made on or after the date of receipt by the Contracting Officer of written notification from the Contractor of such increase in accordance with (c)(1) above. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable market price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to

