

# OFFER SUBMISSION PACKAGE

SOLICITATION SP0600-99-R-9000

ALASKA PC&S

PURCHASE PROGRAM 3.9

THIS SOLICITATION COVERS THE PERIOD:

OCTOBER 1, 1999 THROUGH SEPTEMBER 30, 2001

## INSTRUCTIONS:

1. One copy of this Offer Submission Package must be returned to this office as your offer. All documents to be completed and returned are contained in the Offer Submission Package:

Standard Form 1449 (SF1449)

Schedule Clause B1.05 **THE SCHEDULE IN THE SOLICITATION PACKAGE SHOULD BE USED FOR SUBMISSION OF YOUR OFFER PRICES.** Please type or write legibly in the blank spaces provided, then FAX ONLY those pages containing the Line Items offered on, along with your OFFER SUBMISSION PACKAGE.

All applicable fill-in clauses

POSTING HISTORY WORKSHEET (Attachment A)

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.
3. If you are submitting your offer via telefacsimile, please limit your telefacsimile transmission to the contents of this Offer 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.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>SC0600-99-0254 &amp; AMD 1</b>		PAGE 1 OF <b>105</b>	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-99-R-9000</b>	
7. FOR SOLICITATION INFORMATION CALL: ▷		a. NAME <b>MARK BREWER</b>				b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9552</b>	
9. ISSUED BY <b>DESC-PLC/MARK BREWER</b> <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN ROAD, SUITE 4950</b> <b>FORT BELVOIR, VA 22060-6222</b>  <b>E-MAIL: mbrewer@desc.dla.mil</b> <b>PHONE: (703) 767-9552</b> <b>FAX: (703) 767-8506</b>		CODE <b>SC0600</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 13% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)  sic: <b>5172/2911</b>  SIZE STANDARD: <b>500/1500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING <b>K</b>	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY			
				SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		FAX NO:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE
		SEE CLAUSE B1.05  (Attach additional Sheets as Necessary)					
							24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA <b>RECEIVING ACTIVITY MUST CITE OWN FUNDS</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: 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) <b>CHARLES MARVIN GRUBBS</b>		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
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER
				38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

**PREAWARD****K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)  
(MAY 1999/OCT 1998/JAN 1999)****(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 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 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.

**(9) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- is
- is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal 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 complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.)


**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(d) 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)



**(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

(2)  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/Alts I/III)

## ADDENDUM 1 - PREAWARD SOLICITATION PROVISIONS

### K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)(DESC FEB 1999)

#### SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

- all  
 not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

[ ] all

[ ] not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

#### **K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)**

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(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 listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; 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 of 13 CFR 124.1002(f) and that the representations 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: \_\_\_\_\_.]

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(FAR 52.219-22)

#### **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)

**K25.01 PRODUCT SOURCE AND DISTRIBUTION INFORMATION (ALASKA) (DESC NOV 1981)**

Offerors are required to submit the following information for all items. Items may be grouped by common transportation arrangements. A separate sheet may be attached identifying this clause, the applicable item numbers, and paragraphs (a), (b), (c) and (d) answers.

(a) **Manufacturer or refiner** of product: \_\_\_\_\_. If more than one source of product is used, fill in chart based on source and routing used most often and show approximate anticipated percent.

(b) **Location of refinery** (if known): \_\_\_\_\_.

(c) **Location of terminal** where the Contractor picks up product from his supplier: \_\_\_\_\_  
\_\_\_\_\_.

(d) **Method of pickup from refiner terminal.** Fill in the blanks with numbers indicating the routing of product from the refiner's terminal to the user activity (for example, if product moves from refiner terminal to tanker to lighter to another terminal to TT to user: 1 Tanker, 2 Lighter, 3 Terminal, 4 TT).

Item #(s) _____	Refiner Terminal through	
_____	Pipeline	
_____	Tanker	
_____	Lighter	
_____	Barge	
_____	Other Terminal through Put \$ _____ /GAL, \$ _____ /GAL,	
_____	Tank Car	
_____	Tank Truck	
_____	Tank Wagon	
_____	Aircraft	
_____	Drum	Containerization Charge \$ _____ /GAL
_____	Other (specify)	
To _____	User Activity	

Approx. percent use of this routing: \_\_\_\_\_ percent.

(1) If any category is used more than once show numbers appropriate to each position in product flow (for example, if a TT was used as second and 5th steps, show 2, 5 in that blank).

(2) If terminals are involved and a throughput charge is included in the price, show that charge in through put blank(s) above.

(3) Identify locations of other terminals below. (In the example in paragraph (d) above, Step #3 was a terminal; identify Step #3 and terminal location).

Step # \_\_\_\_\_

Step # \_\_\_\_\_

(DESC 52.208-9F10)

**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)

**ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES****F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL)  
(DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: \_\_\_\_\_.

(2) Rate for detention beyond free time: \_\_\_\_\_.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

**F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)**

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) **BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.**

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>DEMURRAGE BEYOND FREE TIME</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FF1)

**F19 DEGREE DAY SYSTEM PROVISIONS (DESC APR 1996)**

(a) Where, for particular items, **Degree Day System** is specified, the following provisions shall apply only during that part of the ordering period that falls within the heating season. During that portion of the ordering period that does not fall within the heating season, the provisions of the AUTOMATIC FILL-UP PROVISIONS clause shall apply. The **heating season** is hereby defined as that part of the year commencing at midnight, September 30, and continuing through midnight, March 31.

- (1) Upon request by the Contractor, the Ordering Officer shall furnish within two weeks--
  - (i) A map or other written information indicating the location and capacity of each receiving tank;
  - (ii) A record of deliveries to each tank during the previous heating season; and
  - (iii) A description of any restricted areas and any special procedures to be followed.

(2) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(3) The Contractor shall establish and maintain a Degree Day System acceptable to the Government that will--

- (i) Accurately forecast when each tank requires refilling; and
- (ii) Maintain a level in each tank at all times never less than 30 percent of tank capacity. Subparagraph (b)(2) of the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause shall not be applicable to those items where the Degree Day System applies.

(4) **REPORTING PROCEDURES.** The Contractor shall keep an accurate record, for each individual tank, of the degree days, the quantities delivered, and the date of each delivery. These records shall be furnished to the Ordering Officer in three installments:

- (i) The first of such reports shall include data for the months of October, November, and December and shall be submitted to the Ordering Officer no later than January 31.
- (ii) The second of such reports shall include data for the months of January, February, and March and shall be submitted to the Ordering Officer no later than April 30.
- (iii) If the delivery period of the contract commences at any time subsequent to October 1, the Contractor reports will still come due on the above mentioned dates. The third report shall include a summary of dates for the entire contract period and be submitted within 30 days after the end of the ordering period.

(5) **TRUCKS.**

(i) All trucks to be used in accordance with this clause shall be used exclusively for deliveries to the Government under this contract during the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Only the trucks approved by the Government will be used in making deliveries under this contract. Substitute trucks may be used only upon written approval of the Contracting Officer.

(ii) Trucks provided by the Contractor shall meet the following minimum standards:

- (A) Roadworthy (capable of satisfactory operation day or night); and
- (B) Possess a current state inspection certificate where required.

(iii) The Contractor shall provide the minimum number of tank wagon trucks specified under the applicable item in the Schedule to accomplish delivery on the activity.

(iv) The number of trucks specified under the applicable item in the Schedule is the number that must be maintained by the Contractor for exclusive use in making deliveries under this contract.

(6) The trucks to be provided by the Contractor pursuant to the provisions contained in this clause are--

<u>ITEM NO.</u>	<u>TRUCK SERIAL NO.</u>	<u>MAKE</u>	<u>YEAR</u>	<u>TRUCK CAPACITY</u>
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(b) The trucks listed by the offeror in subparagraph (a)(6) above will not be considered in the evaluation of offers for award but will be considered a factor in determining the offeror's responsibility. (See the DEGREE DAY SYSTEM ITEMS clause in the Addendum.)

(DESC 52.242-9FD5)

**F29 CONTRACTOR ORDERING AGENTS (ALASKA) (DESC MAY 1992)**

When supplies are required in the vicinity of the locations listed below, orders shall be placed with the listed Contractor agents. All other orders placed hereunder shall be directed to the prime Contractor indicated on the cover sheet.

<u>LOCATION OR ITEM NO.</u>	<u>CONTRACTOR AGENT'S NAME AND ADDRESS</u>
-----------------------------	--

(DESC 52.216-9FA5)



## POSTING HISTORY INSTRUCTIONS

A. Clause B19.27 **ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII)** permits you to select postings as reference prices. The posting must be a catalog or market price that will be verifiable by the U.S. Government prior to acceptance. In order to verify that the posting you selected meets these requirements, please provide the following information with your offer. Please provide the information separately for each product and posting used.

1. Posting History: Request your company submit a one (1) year posting history for each line item/product offered using a different posting on the attached worksheet contained in the Offeror Submission Package. The one year posting history shall encompass a full year with the last month history including the base reference date.
2. To facilitate the evaluation and approval process for the award price, each price history should show average weighted monthly prices. Prices are to be weighted by the number of calendar days in each month that a price is in effect. The sum total of the "weightings" shall be divided by the number of days in the month.
3. Example:

Price Changes Effective	April 01, 1999 = \$.500000
	April 15, 1999 = \$.470000
	April 25, 1999 = \$.480000

The average weighted monthly price for April 1996 would be computed as follows:

April 1 - 14 = 14 days	x \$.500000 = \$7.00
April 15-24 = 10 days	x \$.470000 = \$4.70
<u>April 25-30 = 6 days</u>	<u>x \$.480000 = \$2.88</u>
Total = 30 days	\$14.58 divided by 30* = \$.486000

The weighted average price for April 1999 is \$.486000

\* 30 days in April

B. Request weighted average posting by month for each product and line item offered using a different posting on the Posting History Worksheet Attachment.

**ATTACHMENT A**

**POSTING HISTORY WORKSHEETS**

**TO BE COMPLETED FOR EACH DIFFERENT POSTING OR PUBLICATION PROPOSED BY OFFEROR**

A. NAME OF OFFEROR: \_\_\_\_\_

B. PRODUCT AND DELIVERY LOCATION: \_\_\_\_\_

C. COMPANY POSTING: \_\_\_\_\_

D. LOCATION WHERE POSTING IS APPLICABLE: \_\_\_\_\_

E: PLEASE PROVIDE ONE YEAR'S WORTH OF DATA FOR MONTHLY AVERAGE PRICES WITH THE BASE REFERENCE DATE OF MONDAY AUGUST 4, 1997, BEING THE LATEST AVERAGE PRICE AVAILABLE:

_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	
_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	
_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	
_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	
_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	
_____	\$ _____	_____	\$ _____
(month/year & days per month)		(month/year & days per month)	

(Which shall encompass the base reference date)

**REFERENCE PRICE DESCRIPTION:**

- (1) BASE REFERENCE DATE: **MONDAY JUNE 7, 1999**  
(COMPLETED BY THE U.S. GOVERNMENT)
- (2) POSTED OR PUBLISHED PRICE IN EFFECT ON ABOVE BASE REFERENCE DATE  
(EXCLUSIVE OF ALL TAXES): \$ \_\_\_\_\_
- (3) CITY OR LOCATION WHERE SUCH POSTED OR PUBLISHED PRICE APPLIES:  
\_\_\_\_\_
- (4) METHOD OF DELIVERY APPLICABLE TO THE POSTED OR PUBLISHED PRICE:  
\_\_\_\_\_
- (5) COMPANY POSTING OR PUBLICATION PUBLISHING SUCH PRICE:  
\_\_\_\_\_
- (6) METHOD OF OBTAINING ABOVE POSTING OR PUBLICATION:  
\_\_\_\_\_
- (7) LINE ITEM AND PRODUCT TO WHICH SUCH POSTED OR PUBLISHED PRICE APPLIES:  
\_\_\_\_\_