

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 ç 4
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 12 NOVEMBER 1999	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL: STEVE TIDLER/DESC-PEC PHONE: (703) 767-9516		CODE SP0600 P.P. 1.8a	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0105
				9b. DATED (SEE ITEM 11) 14 OCTOBER 1999
				10a. MODIFICATION OF CONTRACT/ORDER NO.
				10b. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ONE (1) copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) SP0600-00-R-0105 PURCHASE PROGRAM 1.8a ITALY PC&S				
A. The closing time and date is changed to December 1, 1999, 3:00 p.m. local time, Fort Belvoir, Virginia.				
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 OF CONTRACTING OFFICER	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED	

B. The following corrections, additions and revisions are made to this solicitation:

- (1) The first and second pages of the Clause Index are numbered “1a” and “1b” respectively.
- (2) In the Clause Index, Clause I1.05 is corrected to read “Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisitions of Commercial Items - (SEP 1999)”.
- (3) On Page 4 of the Delivery schedule, Item 505-52 (Burner Oil, FS-4 for Augusta Bay) is hereby deleted in its entirety. The total quantity (1,135,620 liters) for FS-4 as shown on Page 3 and on the Cover Sheet (DD Form 1707) remains unchanged.
- (4) On Page 54, Clause E1.06, CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY) (DESC OCT 1989) is hereby deleted and replaced with an updated Clause E1.06, CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY PC&S AND COUPONS)(DESC OCT 1999). The revised clause is shown on page 4 of this amendment.
- (5) See Page 30, Special Note 6: The U.S. Navy has decided that it will NOT replace any of the contractor-owned tanks listed in the delivery narrative for Items 545-27 and 545-34 with Government-owned tanks. The tanks are presently the property of Esso Italiana S.P.A. Any offer for these items must include a copy of the letter of intent/agreement to lease or purchase these tanks. The documents must show acknowledgement and concurrence by the owner.
- (6) On OSP Page 4, the Reference Price tabulation for Clause B19.02 is to be replaced with the Reference Price Tabulation shown on Page 53 of the solicitation. An OSP-4 with the correct Reference Tabulation is attached.
- (7) OSP Pages 12, 13, and 14 are renumbered as OSP-11, OSP-12, and OSP 13.

C. For evaluation purposes only, any surcharges for the 10 (ten) off-base leased housing Fuel Oil #2 items will be incorporated into the offered prices, as based on each site’s calculated average single tank drop size. The 10 off-base leased housing items are:

511-46 518-46 519-46 520-46 542-46 578-46 015-46 783-46 026-46 800-46

D. For several sites in the regions of Lazio and Campania, certain Fuel Oil #2 items have either one or more small tanks and/or difficult access to particular tank locations. Therefore, at various times, tank truck loads of 3,000 liters capacity (in lieu of 7,500 liters) may be required upon request of the NAVSUPACT Naples Tax Free Products Administrator (Code 40P) for delivery to the following:

Lazio: Items **535-46** and **541-46**

Campania: Items **555-46, 557-46, 558-46, 560-46, 561-46, 562-46, 565-46**

modified to reflect such substitute reference price effective on the date the prior reference price is discontinued or altered. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the DISPUTES clause of the contract.

REFERENCE PRICE TABULATION

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (a) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>01 Nov 1999*</u> (date) (exclude all taxes	Maximum price payable under this contract (includes any tax included in the award price

- For those items with the product suffix (-20) – Leaded Premium Gasoline ("Benzina Super"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-27) -- Unleaded Premium Gasoline ("Benzina Super Plombo"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-32) -- Diesel Fuel, Grade DF-1 or product suffix (-34) -- Diesel Fuel, Grade DF-2 ("Auto Gasolio 0.05%"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For all items with the product suffix (-46) -- Fuel Oil # 2 ("Gasolio Riscaldamento"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-52) – Fuel Oil # 4, the base reference price shall be the same as used for all Fuel Oil #2 items.

Unit price adjustments for all products shall be made twice a month, to be effective on the 1st and the 16th of each month. Unit prices effective on the 1st of each month shall be calculated by using the published effective reference prices for the 16th of the previous month. Unit prices effective on the 16th of each month shall be calculated by using the published effective reference prices for the 1st of that same month. For those instances where the either the 1st or the 16th of the month is on a weekend or a holiday resulting in no published reference prices, then the 1st published effective price thereafter shall apply for calculation for price adjustments.

All base reference prices are to exclude Value Added Tax [VAT or TVA] and the Manufacturers Impost/Excise Tax (MT).

* Please note that all initial offers are to be based on reference prices for **01 NOV 1999**. These are to be the posted prices in the "Prezzi Italia" that are **effective** for that same day.

**K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)
(JUN 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.

E1.06 CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY PC&S AND COUPONS) (DESC OCT 1999)

(a) The Contractor is responsible for taking the necessary action to insure that all products supplied under this contract meet the requirements of the contract.

(b) The product to be furnished under this contract will conform to the applicable specifications set forth in the SPECIFICATIONS clause. The U.S. Government may request, and the Contractor will provide, samples from any of the Contractor's issuing terminals or authorized service stations. The U.S. Government, at its option, may test the product as represented by the sample to insure that it meets the relevant specifications. All samples will be made available at no cost to the U.S. Government. For routine surveillance, samples will not exceed 60 liters per contract year. In the event of specific quality problems, additional samples may be requested.

(c) The Defense Energy Support Center Livorno will be assigned the quality assurance inspection responsibility for this contract when deemed necessary by the Contracting Officer.

(DESC 52.246-9FB5)