

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-02-0153		PAGE 1 OF 21	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-02-R-0025	
7. FOR SOLICITATION INFORMATION CALL: →		a. NAME STEPHANIE R. PEREZ (703) 767-9507				b. TELEPHONE NUMBER (no collect calls) (703) 767-9507 FAX: (703) 767-8506	
9. ISSUED BY Defense Energy Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: S. PEREZ/DESC-PEC/P.P. 1.8C Phone: (703) 767-9507 e-mail: sperez@desc.dla.mil		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) NAICS 422720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO SEE CLAUSE B1.100, SUPPLIES TO BE FURNISHED		CODE		16. ADMINISTERED BY Defense Energy Support Center, DESC-PEC 8725 John J. Kingman Rd., Rm. 3928 Ft. Belvoir, VA 22060-6222		12. DISCOUNT TERMS 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	
FACILITY CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE SP0600	
TELEPHONE NO.		FAX NO:		SEE SPECIAL NOTE 3 B1.100 COUPONS PROGRAM SPECIAL NOTES			
<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 The Schedule is shown on the SF1449 Continuation Sheets (Attach additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						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 type="checkbox"/> ARE <input checked="" 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)		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		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NO.	
						39. S/R VOUCHER NO.	
						42a. RECEIVED BY (Print)	
						42b. RECEIVED AT (Location)	
						42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS	

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

- | | | |
|-----|---|-------------|
| [X] | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS | COVER SHEET |
| [X] | SF FORM 1449, SOLICITATION/ORDER FOR COMMERCIAL ITEMS | PAGE 1 |
| [X] | PRICE DATA SHEETS/CARDS, ATTACHED | |

CONTRACT DOCUMENT

- | | | |
|-----|--------------------------|----------------|
| [X] | OFFER SUBMISSION PACKAGE | SEPARATE COVER |
|-----|--------------------------|----------------|

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REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC MAY 2002)

- (a) The minimum and maximum quantities are defined in paragraph (b).
- (b) The supplies to be furnished during the contract period and all associated data are as follows:

<u>ITEM</u>	<u>SUPPLIES</u>	<u>ESTIMATED QUANTITY (LITERS)</u>
100-C2	Gasoline, Automotive, Premium Unleaded Italian Standard NC623-02	129,600,000
100-C3	Motor Oil, 15W-50 Esso Uniflo 15W-40, Agip Super Motor Oil 15W-50, or equal	425,000
100-C4	Motor Oil, 10W-40 Esso Ultra 10W-40, Agip Sint 2000 10W-40, or equal	609,000
100-C5	Diesel Fuel, DF2, Automotive Use Italian Standard NC630-01	7,450,000
TOTAL ESTIMATED QUANTITY:		138,084,000

TO ALL OFFERORS:

Offered prices for all of the line items listed above in Clause B1.100, SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC MAY 2002), should be listed in the appropriate space provided in the attached.

REQUIRED INFORMATION FOR SUBMISSION WITH OFFER

1. The offeror is required to provide the U.S. Government with a full listing of all its service stations, clearly noting the stations that have the capacity to provide full service for two (2) primary products required in this solicitation: Unleaded Premium Gasoline (Benzina Senza Piombo) and Automotive Diesel Fuel (Gasolio Autotrazione). The offeror's station listing(s) must include all stations that the offeror is currently leasing from another company, as well as any service stations that are (or currently being negotiated) under a cross-servicing agreement between the offeror and another company for the purpose of expanding coverage to U.S. and NATO personnel under this solicitation. The listing of the stations must show each outlet's city location, its street address, and (whenever possible) the general roadway number or Autostrade route where the station is situated.
2. All station listings will be subject to verification by the nearest installation (s) to be serviced, the base command for that installation, the Naval Support Activity in Naples, and the Defense Energy Support Center at Ft. Belvoir, VA.

B1.100 (CONT'D)

LIST OF BASES, INSTALLATIONS & HOUSING AREAS IN ITALY

CAMPANIA REGION

CAPODICHINO AIRPORT, NAPLES

LAGO PATRIA RECEIVER SITE AND LICOLA AREA

PORT OF NAPLES

AGNANO, NAPLES – U.S. NAVAL HOSPITAL

CASERTA AREA

CASTELVOLTURNO (CE), PARCO SERENADO, PINETAMARE
U.S. NAVAL HOSPITAL BRANCH CLINIC

NAPLES AND SUBURBS PLUS TANGENZIALE
VARIOUS U.S. DOD LEASED BUILDINGS

PINETAMARE AREA
VARIOUS U.S. LEASED DOD COMPLEXES

POZZUOLI ARCO FELICE, BAIA, BACOLI AREAS
VARIOUS U.S. LEASED DOD BUILDINGS

NISIDA/COROGGIO AREAS

NATO HQ AFSOUTH BAGNOLI, NAPLES

MT. CAMALDOLI AND VOMERO AREAS

MT. VERGINE/AVELLINO/MERCOGLIANO

GRICIGNANO DI AVERSA (NA)

FRIULI-VENEZIA GIULIA REGION

PONTEBBA 975 KM NE OF UDINE, 30 KM SW OF TARVISIO

AVIANO AB AND NORTHERN SECTION OF VENICE
FOR U.S. AIR FORCE OFF-BASE LEASED HOUSING

MESTRE AREA

AVIANO AIR BASE PORDENONE

LAZIO REGION

CIVITAVECCHIA ROMA
STRADA S. AGOSTINO

LATINA
NATO BORGO PIAVE (NCS)

ANZIO (ROMA)

GAETA/FORMIA/LATINA/FROSINONE

MT. ORLANDO GAETA

B1.100 (CONT'D)

LIGURIA REGION

LA SPEZIA S. BARTOLOMEO
NATO SACLANT UNDERSEA RESEARCH CENTER

LOMBARDIA REGION

MT. CORNA

GHEDI TORRE BRESCIA

MILANO AIRPORT

PUGLIA REGION

S. VITO AIR STATION BRINDIS AND SUBURBS

FOGGIA, 71030 CONTE D'UMBRIA
JACOTENETE (20 KM WEST OF VIESTE)

SARDEGNA REGION

PALAU, ARZACHENA, CANNIGIONE, PORTO POZZO AND TEMPPIO

LA MADDALENA

CAGLIARI AND SUBURBS AND AIRPORT

SICILIA REGION

U.S. NAVAL AIR STATION SIGONELLA
CATANIA AND SUBURBS SUCH AS:

- MOTTA S. ANASTASIA
- MISTERBIANCO
- NICOLOSI
- PORTO CAMPOROTONDO
- ACIREALE
- MASCALUCIA
- MENEIO
- S. MARIA LA STELLA
- PATERNO'
- PEDARA

MARZA DISPICA – PACHINO
U.S. NAVY SITE

AUGUSTA BAY, PRIOLO GARGALLO

NISCEMI U.S. NAVY TRANSMITTER SITE

TOSCANA REGION

COLTANO SITE
U.S. ARMY, LIVORNO AREA (LEGHORN)

CAMP DARBY, PISA AND LIVORNO AREAS

MT. SERRA 40 KMS EAST OF LIVORNO

B1.100 (CONT'D)

VENETO REGION

PADOVA AREA AND SUBURBS
MT. VENDA

VICENZA, AREA AND SUBURBS

VICENZA, VIA DEL PONTE 170

SETAF CASERMA EDERLE BASE VIA PRA SPINEO

VICENZA, NATO AEROPORTO DEL MOLIN

VERONA AREAS, NATO, JOINT SOUTH

NATO, SITE S.ANNA D'ALFAEDO

NATO SITE VACCANOZZI ERBEZZO

S. FELICE NATO SITE

VERONA – LUGHEZZANO SITE

VERONA, NATO, PASSALQUA BKS

CEGGIA, USAF DOD SITE

TRENTINO ALTO ADIGE

MT. PAGANELLA

COVERAGE REQUIRED IN ALL ITALIAN MOTORWAYS AND TANGENZIALE

B1.100 (CONT'D)

COUPONS PROGRAM SPECIAL NOTES

1. **Tax and Property Administrator** – The Tax and Property Administrator for any and all contracts under this solicitation is the Tax-Free Products Administrator at the U.S. Naval Support Activity, Naples, Italy (NAVSUPPACT Naples), Code N4P, Commercial Phone 39-081-568-5439 or x5430, DSN 625-5439 or x5430. The commercial facsimile number is 39-081-568-5317 or DSN facsimile 625-6374.

2. **Coupons**

a. Coupons will be printed by and at the expense of the U.S. Government (U.S. Naval Support Activity, Naples, Italy). During unforeseen or emergency situations, and if required by the NAVSUPPACT Naples Contracting Office, the Contractor may be requested to print and deliver to NAVSUPPACT Naples a certain number of coupons at a printing cost established by the Contractor at time of the request.

b. Sample coupons will be provided to the Contractor in sufficient quantities for distribution to all retail outlets. The Contractor will be responsible for indoctrination of all its outlets to ensure against acceptance and processing for redemption of counterfeit coupons.

c. Coupons will be printed in both Italian and English to indicate the purpose of the coupons, the quantity value of the coupons, the validity date and the product for which the coupon is intended. The coupons will be issued in the following denominations for the respective products.

- | | |
|--|----------------------|
| (1) 100-C2 – Unleaded Gasoline (Benzina Senza Piombo): | 20, 10, and 5 liters |
| (2) 100-C3 – Motor Oils 15W-50 (Olio Lubrificante): | 1 liter |
| (3) 100-C4 – Motor Oils 10W-40 (Olio Lubrificante): | 1 liter |
| (4) 100-C5 – Diesel Fuel (Gasolio Autotrazione): | 20, 10, and 5 liters |

d. The Contractor’s retail outlets will be responsible for ensuring that all coupons bear the date and signature of the person receiving the product. For all products, each coupon will bear the license number of the vehicle into which the product is pumped or sold (for sales of canned motor oil). The Contractor must instruct all dealers that its dealers may only deliver products authorized in this contract. NATO Forces coupons cannot be changed or traded for other products. **IMPORTANT:** The trading and/or changing coupons with other products is a violation of Italian Customs/fiscal law.

3. **Invoicing and Paying Office** – The contractor shall submit certified invoices in quadruplicate monthly for all products delivered by their retail outlets under this contract to Code N4P, Supply Department, U.S. Naval Support Activity, Naples, Italy. The quantity of products delivered will be substantiated by the accompanied cancelled coupons received at the Contractor’s retail outlets. The invoice prices and subsequent payment will be in accordance with prices contained in this contract. Payment of invoices for all products delivered shall be effected in Euro by the Commercial Bill Paying Office, U.S. Naples Support Activity, Naples, Italy.

4. **Clearance for Tax Exemption** – Clearance on products shall be governed by the following procedures:

a. Tax exemption authorization for products supplied will be governed by instruction and policy issued by the Italian Ministry of Finance, Rome, which will be provided to the Contractor by the NAVSUPPACT Naples Tax-Free Products Administrator, Code N4P.

c. The U.S. Government shall obtain from the Italian Government quarterly plafonds (ceilings) based on expected consumption of tax-free products, which will be made available to the Contractor for the issue under the terms of this contract.

d. The report of consumption shall be substantiated by the stubs of coupons expended during the month of consumption being reported. For this purpose, the Contractor will submit all stubs to the Tax-Free Products Administrator, Code N4P, for the preparation of the report with an itemized list of stubs being submitted, broken down, if possible, by region. This is an important requirement for quality control assurance of used POL coupons.

B1.100 (CONT'D)

e. POL coupons will be honored by the Contractor's issuing points only if the coupon bears the signature of the person who received the products, the license plate of the vehicle, and if presented with proper identification.

f. Unsigned coupon stubs will not be considered in the preparation of a report or for purposes of replenishing the plafonds (ceilings).

ANNUAL COUPON REQUIREMENTS FOR EACH PRODUCT

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY

100-C2 Gasoline, Automotive, Premium Unleaded, Italian Standard NC623-02

ITALIAN COUP (COUP) Delivery in exchange for "P", "G", and "IT" coupons in 5, 10 or 20 liter denominations into motor vehicle's tank at any contractor's issuing point in continental Italy, Sicily, Sardinia and other islands.

ESTIMATED QUANTITY (LITERS)

	01 OCT 2002 30 SEP 2003	01 OCT 2003 30 SEP 2004	01 OCT 2004 30 SEP 2005
a. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	35,000,000	36,000,000	36,000,000
b. For use by official U.S. DOD and NATO vehicles ("G" coupon denominations)	3,200,000	3,500,000	3,500,000
c. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	4,000,000	4,200,000	4,200,000

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY

100-C3 Motor Oil, 15W-50
Esso Uniflo 15W-40, Agip Super Motor Oil 15W-50, or equal

ITALIAN COUP (COUP) Delivery in exchange of "P", "G", and "IT" coupons in 1 liter denomination at any contractor's issuing point in continental Italy, Sicily, Sardinia and other islands.

ESTIMATED QUANTITY (LITERS)

	01 OCT 2002 30 SEP 2003	01 OCT 2003 30 SEP 2004	01 OCT 2004 30 SEP 2005
a. For use by official U.S./NATO vehicles ("G" coupon denominations)	5,000	5,000	5,000
b. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	60,000	70,000	70,000
c. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	70,000	70,000	70,000

B1.100 (CONT'D)

100-C4 Motor Oil, 10W-40
Esso Ultra 10W-40, Agip Sint 2000 10W-40, or equal

ITALIAN COUP (COUP Delivery in exchange for "P", "G", and "IT" coupons in 1 liter denomination at any contractor's issuing point in continental Italy, Sicily, Sardinia and other islands.

ESTIMATED QUANTITY (LITERS)

	01 OCT 2002 30 SEP 2003	01 OCT 2003 30 SEP 2004	01 OCT 2004 30 SEP 2005
a. For use by official U.S./NATO vehicles ("G" coupon denominations)	6,000	6,500	6,500
b. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	100,000	120,000	120,000
c. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	80,000	85,000	85,000

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY

100-C5 Diesel Fuel, DF-2, Automotive Use
Italian Standards NC630-01

ITALIAN COUP (COUP) Delivery in exchange for "P", "G", and "IT" coupons in 5, 10 or 20 liter denominations at any contractor's issuing point in continental Italy, Sicily, Sardinia and other islands.

ESTIMATED QUANTITY (LITERS)

	01 OCT 2002 30 SEP 2003	01 OCT 2003 30 SEP 2004	01 OCT 2004 30 SEP 2005
a. For use by official U.S./NATO vehicles ("G" coupon denomination)	1,100,000	1,300,000	1,300,000
b. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	900,000	1,000,000	1,000,000
c. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	250,000	300,000	300,000

B1.100 (CONT'D)

5. **Non-acceptance of U.S. Government coupons.** In the event contractor's dealers refuse to accept U.S. Government coupons during the period of the contract, the Contractor will reimburse the Tax-Free Administrator of this contract the amount in Euro charged by the dealer to military/civilian entitled customers. A receipt duly stamped by the dealer who refused to accept U.S. Government coupons and the amount of unused coupons must be provided to the Contractor to justify the claim.
6. **Restrictions under Italian law.** Contracts for delivery hereunder will be concluded only with firms licensed to do business in Italy, and payment of invoices will be effected in Euros for all coupons.
7. **Definition of an Order.** Under the Italy Coupons Program, the issuance of an order occurs at the time a coupon is exchanged for fuel.

PREAWARD**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) MASTER SOLICITATION.

(1) This solicitation is [, is not [] a master solicitation for the **Italy Coupons** Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **June 4, 2002**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) IFBs ONLY.

(i) Facsimile bids authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

L2.05-5 (CONT'D)

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

L2.05-5 (CONT'D)

(ii) If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

L2.05-5 (CONT'D)

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F20)

POSTWARD

I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001)

(a) **INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

11.03-3 (CONT'D)

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001)

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

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

52.222-21, Prohibition of Segregated Facilities (Feb 1999).

52.222-26, Equal Opportunity (E.O. 11246).

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

(d) **COMPTRROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

**ADDENDUM #1
OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS
PREAWARD SOLICITATION PROVISIONS**

L40 RESTRICTIONS UNDER ITALIAN LAW (DESC MAR 2002)

Contracts for delivery hereunder (f.o.b. points in Italy) will be concluded only with firms licensed to do business in Italy. Invoices will be paid in Euro bank notes for all products, with the exception of Avgas and Jet Fuel which will be invoiced and paid in U.S. currency.

(DESC 52.242-9F05)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

M2.09.100 PRICE EVALUATION OF OFFERS (ITALY COUPONS) (DESC MAY 2002)

- (a) Only offers covering the total requirement for all of the designated coupon items under the 36-month ordering period will be considered for evaluation, i.e., each offer must include an offered unit price for each individual coupon item.
- (b) Price evaluation will be made by determining the aggregate low offered price. The aggregate low offered price will be the offered unit price for each coupon item multiplied by that item's estimated quantity for the 36-month ordering period.

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

- (a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.
- (b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FPRs, will be used in evaluating offers.
- (c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers. (DESC 52.216-9F45)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
 - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances. (DESC 52.209-9F45)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

- [X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS COVER SHEET
- [X] SF FORM 1449, SOLICITATION/ORDER FOR COMMERCIAL ITEMS PAGE 1
- [X] PRICE DATA SHEETS/CARDS, ATTACHED

CONTRACT DOCUMENT

- [X] OFFER SUBMISSION PACKAGE SEPARATE COVER

**ADDENDUM #2
OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES**

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s). (DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1st, November 1st, January 1st, March 1st, and May 1st. (DESC 52.246-9FT1)

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)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: **01 OCTOBER 2002** and ends: **30 SEPTEMBER 2005**.

(2) Delivery period begins: **01 OCTOBER 2002** and ends: **30 SEPTEMBER 2005**.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s). (DESC 52.242-9F75)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

11.20-1 (CONT'D)

(c) All **DESC** clauses and provisions are contained in full text in this document.

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997)
Under paragraph (c) "The telephone number of receiving facsimile equipment is 703-767-8506 ."		
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) - DLAD

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I12.02	DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS)(JUN 1997)
I27	FAR 52.203-3	GRATUITIES (APR 1984)
I28.21	FAR 52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I81	FAR 52.216-22	INDEFINITE QUANTITY (OCT 1995)
I211	FAR 52.216-18	ORDERING (OCT 1995)
Under paragraph (a) "Such orders may be issued from 01 OCTOBER 2002 through 30 SEPTEMBER 2005 ."		
I229	FAR 52-203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(DESC 52.252-9F08)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.
(DESC 52.249-9F05)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.
(DESC 52.217-9F20)