

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

SP0600-99-R-0222

2. (X one)

a. SEALED BID

X b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222
BUYERS/SYMBOL: STEPHEN TIDLER/DESC-PEC

LOCATION: ITALY COUPONS
PURCHASE PROGRAM: 1.8c
Fax: 703-767-8506
E-Mail: STIDLER@DESC.DLA.MIL

4. ITEMS TO BE PURCHASED (Brief description)

(30-month quantity - in Liters)

GASOLINE, PREMIUM LEADED	49,250,000
GASOLINE, PREMIUM UNLEADED	85,550,000
AUTOMOTIVE DIESEL FUEL	6,150,000
MOTOR OILS (10W-40 and 15W-50)	805,500
MOTOR SCOOTER MIXTURE	13,750

ORDERING PERIOD: 01 OCTOBER 1999 -- 31 MARCH 2002

5. PROCUREMENT INFORMATION (X and complete as applicable)

X a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

****IMPORTANT INFORMATION****

A. The closing date for this solicitation is **03 AUGUST 1999**, 3:00 p.m. local time, Ft. Belvoir, VA.

B. Facsimile proposals (offers) may be submitted in accordance with clause L2.11-2, FACSIMILE PROPOSALS. DESC's facsimile number is (703) 767-8506.

C. **IMPORTANT:** All offerors must be licensed by the Italian government to do business in Italy.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

TIDLER, STEPHEN L.

b. ADDRESS (Including Zip Code)

Defense Energy Support Center, Attn: DESC-PEC

c. TELEPHONE NUMBER (Including Area Code) (NO Collect Calls)

(703) 767-9516

8725 John J. Kingman Road, Suite 4950

FT. Belvoir, Virginia, 22060-6222

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

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FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-99-R-0222	
DATE (YYMMDD)	LOCAL TIME
990803	3:00 PM

TO Defense Energy Support Center
Attn: DESC-PCC, Suite 4950, Room 3729
8725 John J. Kingman Road
FT. Belvoir, VA 22060-6222

D. Any contract awarded as a result of this solicitation will be a "INDEFINITE QUANTITY - FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contract. Refer to Clause I81, INDEFINITE QUANTITY.

E. **VERY IMPORTANT**: Offers on this solicitation will be evaluated on technical merit (station performance capability) and offered price. Performance capability (number of stations, proximity to bases, etc.) will be considered more important than price. Please refer to Clause M72.03-1.100, EVALUATION FACTORS FOR BEST OVERALL VALUE, on page 33 of the solicitation.

F. Please complete and submit the forms contained in the accompanying "Offeror Submission Package" as your offer. Copies of all documents submitted must be exactly the same as the original.

G. **NOTICE**: ANY CONTACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACT WITH GOVERNMENT AGENCIES OR IN RECEIPT OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

H. The DESC contact point and telephone number for emergency situations during after-duty hours is:

Comand Control Center (CCC)
Telephone Number: (703)-767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-98-0554		PAGE 1 OF 44	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 32c		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-R-0222	
7. FOR SOLICITATION INFORMATION CALL: →		a. NAME Stephen L. Tidler (703) 767-9516				b. TELEPHONE NUMBER (no collect calls) Phone (703) 767-9516 Fax: (703) 767-8506	
9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Stephen L. Tidler/DESC-PEC Phone: (703) 767-9516		CODE SC0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO See Clause B1, SUPPLIES TO BE FURNISHED		CODE		16. ADMINISTERED BY Defense Energy Support Center, Attn: DESC-PEC 8725 John J. Kingman Road, Room 3928 Phone: (703) 767-9516 Fort Belvoir, VA 22060-6222 Fax: (703) 767-8506			
FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE SPECIAL NOTE 3 -- PAGE 11			
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<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	24. AMOUNT
	The Schedule is shown on the SF1449 Continuation Sheets (Attach additional Sheets as Necessary)						
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 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 - 2 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 (<i>Signature of Contracting Officer</i>)			
30b. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or Print</i>)		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	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				37. CHECK NUMBER			
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)			
				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/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
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ADDENDUM #2

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B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)

- (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, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY (LITERS)</u>
0100	Gasoline, Automotive, Premium Leaded Italian Standard NC623-01	49,250,000
0200	Gasoline, Automotive, Premium Unleaded Italian Standard NC623-02	85,550,000
0300	Motor Oil, 15W-50 Esso Extra Motor Oil, Agip Super Motor Oil, or equal	225,000
0400	Motor Oil, 10W-40 Esso Uniflo, Agip Sint 2000, or equal	580,500
0500	Diesel Fuel, DF-2, Automotive Italian Standard NC630-01	6,150,000
0600	Fuel, Motor Scooter Mixture 94% Premium Leaded Gasoline (NC623-01) and 6% Agip 2T Lubeoil or equivalent SAE 30/40 Motor Oil	13,750
TOTAL:		141,769,250

In accordance with Clause I86.12.100, DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (ITALY COUPONS), the minimum quantity the Government is required to order is one percent (1%) of the total estimated solicitation quantity. This is **1,417,693** liters.

The maximum quantity the Government is required to order is the total estimated solicitation quantity. This is **141, 769,250** liters.

TO ALL OFFERORS:

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

For purposes of environmental improvement, the Italian government is continually replacing leaded gasoline with unleaded gasoline throughout the country. Thus, the estimated quantities for Items 0100 and 0200 are subject to change per regulation as to usage from the Italian government. Each offeror should therefore consider these actions, and the **total quantity of Items 0100 and 0200**, when submitting an offer under this solicitation.

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 three (3) primary products required in this solicitation: Leaded Premium Gasoline (Benzina Super), 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.

2. As stated in Clause M72.03-1.100, EVALUATION FACTORS FOR BEST OVERALL VALUE, performance capability will be assessed a higher value than offered price in the final evaluation of awards. Three key elements will be considered in the evaluation:

The number of 3-product stations on or near each of the bases/installations and housing areas (a list of bases and housing units begins on the next page);

The number of 3-product stations located on ordinary roadways (not the Autostrade) connecting each base with its housing area(s); and

The number of 3-product stations located on the Autostrade.

Note A: Any 3-product station is defined as a station that presently has the capacity to provide pumping service for Premium Leaded Gasoline, Premium Unleaded Gasoline, and Automotive Diesel Fuel.

Note B: Although the Government will base each offeror's performance capability on the number of operating 3-product stations, each of the stations in the offeror's listing(s), if awarded a contract, will be considered as an outlet that will receive coupons for the purchase of fuel by qualifying U.S. and NATO personnel.

3. Any maps that an offeror has showing its stations within the proximity of each U.S. or NATO base or housing area, along the ordinary roadways connecting each base with its housing area(s), and along the Autostrade are requested. If maps are not readily available, then the listing of stations should show each outlet's city location, its address, and the general roadway or Autostrade route where it is situated. The proximity (kilometers in driving distance) for each station to the nearest U.S. or NATO base or housing area must be provided. The listing of each base and housing area is found beginning on the next page.

4. 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 (CONT'D)

LIST OF BASES, INSTALLATIONS & HOUSING AREAS IN ITALYBASES, INSTALLATIONS & HOUSING(*) IN CAMPANIA

AGNANO, NAPLES

U.S. NAVY SUPPORT ACTIVITY, TRANSPORTATION GARAGE (PWS)

CAPODICHINO AIRPORT, NAPLES

U.S. NAVY SUPPORT ACTIVITY, TRANSPORTATION GARAGE (PWS)

LAGO PATRIA, RECEIVER SITE

U.S. NAVY NCTAMS, SATCOM FACILITIES

PORT OF NAPLES

U.S. NAVY POWER PLANTS (CTF63)

AGNANO, NAPLES

U.S. NAVAL HOSPITAL (PWS)

CASTELVOLTURNO (CE), PARCO SERENADO, COPPOLA PINETAMARE

U.S. NAVAL HOSPITAL BRANCH CLINIC (PWS)

PORT OF NAPLES

DOD BLDG. 161 (PWS)

NAPLES

VARIOUS U.S. DOD LEASED BUILDINGS (PWS)

PINETAMARE

VARIOUS U.S. LEASED DOD COMPLEXES (PWS)

POZZUOLI

VARIOUS U.S. LEASED DOD BUILDINGS (PWS)

NAPLES, HQ AFSOUTH, U.S. MILITARY ELEMENT (UEPH) BARRACKS

48 ACCADEMIA DI POZZUOLI

SUPPORT UNIT VIA S. GENNARO, NAVAL TEN

NISIDA, NAPLES

U.S. DOD BUILDING (PWS)

BAGNOLI, NAPLES

AT NATO HQ AFSOUTH

NAPLES

NATO MICRO-WAVE, MT. CAMALDOLI

LAGO PATRIA-LICOLA

NATO COMMUNICATIONS CENTER

CASTLEVOLTURNO (CE)

NATO FLEET BROADCAST STATION

NISIDA, NAPLES

NAVAL SUPPORT ACTIVITY (AD)

PORT OF NAPLES

MOLO SAN VINCENZO, U.S. COMMAND

U.S. NAVY, COMSUGRU EIGHT

B1 (CONT'D)

BASES, INSTALLATIONS & HOUSING(*) IN CAMPANIA (Cont'd)

NAPLES (NEX)
U.S. NAVY, FOR OFF-BASE LEASED HOUSING *

CAPODICHINO AIRFIELD, NAPLES
U.S. NAVY SUPPORT ACTIVITY GENERATOR PLANT (PWS)

BASES, INSTALLATIONS & HOUSING (*) IN FRIULI-VENEZIA GIULIA

PONTEBBA (75 KM NE of UDINE, 30 KM SW of TARVISIO)
U.S. ARMY LOCALE

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

NOTE: THE ABOVE ITEM COVERS THE REGIONS OF FRIULI-VENEZIA GIULIA AND VENETO

PORDENONE
AVIANO AIR BASE

BASES, INSTALLATIONS & HOUSING (*) IN LAZIO

GAETA/FORMIA (PWS)
FOR U.S. DOD BUILDINGS

VILLA CLAUDIA GAETA (PWS)
FOR U.S. DOD BUILDINGS

CIVITAVECCHIA ROMA
STRADA S. AGOSTINO
NATO, SATCOM L7

LATINA
NATO BORGO PIAVE (NCS)

NATO SITE ANZIO (ROMA)
MULTISERVICE ELECTRONIC WARFARE SUPPORT GP

GAETA/FORMIA/LATINA/FROSINONE
U.S. NAVY, FOR OFF-BASE LEASED HOUSING *

MONTE ORLANDO (PWS)
U.S. NAVY COMPLEX - GAETA

BASES, INSTALLATIONS & HOUSING IN LIGURIA

LA SPEZIA
NATO SITE
NATO SACLANT UNDERSEA RESEARCH CENTER

B1 (CONT'D)

BASES, INSTALLATIONS & HOUSING IN LOMBARDIA

GHEDI TORRE
U.S. DOD SITE 186

MT. CORNA
U.S. DOD SITE 168

PADOVA
MT. VENDA CASTELNUOVO DI TEOLO
U.S. AIR FORCE - DOD SITE

GHEDI TORRE BRESCIA
616 MUN SQUADRON, U.S. AIR FORCE

GHEDI
FOR U.S. AIR FORCE OFF-BASE LEASED HOUSING *

BASES, INSTALLATIONS & HOUSING IN PUGLIA

BRINDISI
775 ABS, U.S. AIR FORCE

SAN VITO AIR STATION
775 ABS, U.S. AIR FORCE

FOGGIA, 71030 CONTE D'UMBRIA
JACOTENENTE (20 KM WEST of VIESTE)
U.S. AIR FORCE, FOR 603.1 EACS

BASES, INSTALLATIONS & HOUSING (*) IN SARDEGNA

SANTO STEFANO ISLAND (3 KM NE of PALAU)
U.S. NAVY SUPPLY OFFICE

LA MADDALENA
FOR U.S. DOD LEASED BUILDINGS

NATO SITE, TAVOLARA ISLAND
FUELS OFFICE

NATO ACTIVITY, DECIMOMANNU AIRPORT
CAGLIARI
GERMAN AIR FORCE TRAINING

LA MADDALENA
FOR OFF-BASE U.S. DOD LEASED HOUSING *

NATO ACTIVITY (USAF-RAF-GAF), DECIMOMANNU AIRPORT
FOR OFF-BASE NATO LEASED HOUSING IN CAGLIARI AND SUBURBS *

DECIMOMANNU, USAFE LORAN STATION
U.S. AIR FORCE, CAGLIARI

B1 (CONT'D)

BASES, INSTALLATIONS & HOUSING (*) IN SICILIA

U.S. NAVAL AIR STATION SIGONELLA
NEAR CATANIA

MARZA DISPICA
U.S. NAVY SITE, PACHINO TARGET

AUGUSTA BAY, PRIOLO GARGALLO
U.S. NAVY LOGISTICS FACILITY

NISCEMI
U.S. NAVY TRANSMITTER SITE, NAVAL COMMUNICATIONS STATION

NAS SIGONELLA, CATANIA
SPECIAL ITEM FOR U.S. NAVY OFF-BASE LEASED HOUSING *

BASES, INSTALLATIONS & HOUSING (*) IN TOSCANA

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

CAMP DARBY
U.S. ARMY, LIVORNO AREA (LEGHORN)

CAMP DARBY
U.S. ARMY, FOR OFF-BASE LEASED HOUSING WITHIN LIVORNO AREA *

CAMP DARBY, TRANSPORTATION MOTOR POOL
U.S. ARMY, LIVORNO AREA (LEGHORN)

LIVORNO, 31ST RED HORSE SQUADRON, BLDG. 5020
AT U.S. ARMY FUEL DEPOT, LEGHORN

BASES, INSTALLATIONS & HOUSING IN TRENTO ALTO-ADIGE

TRENTO
U.S. DOD SITE MT. PAGANELLA, DET 123
NATO (USAFE)

B1 (CONT'D)

BASES, INSTALLATIONS & HOUSING (*) IN VENETO

VICENZA
VIA DEL PONTE #170
U.S. ARMY LERINO PARACHUTE FACILITY

CASERMA EDERLE BASE
FOR U.S. ARMY OFF-BASE LEASED HOUSING WITHIN VICENZA AREA *

VICENZA
VIA DEL PONTE #170
U.S. ARMY, VICENZA EDERLE PROPERTY BOOK OFFICE

VICENZA
NATO, AEROPORTO DEL MOLIN, 5TH ATAF

VERONA
NATO, COMLAND SOUTH (VR)
PIANNEL/GOBBI AND BUSIGNANI BUILDINGS

S. ANNA D'ALFAEDO (VERONA/LANDSOUTH) (VR)
NATO SITE

VACCANOZZI ERBEZZO (VERONA/LANDSOUTH) (VR)
NATO SITE

MONTE COMERLATI, (VERONA/LANDSOUTH) (VR)
NATO SITE

SAN BERNADINO, (VERONA/LANDSOUTH) (VR)
NATO SITE, MAINTENANCE BUILDING

S. FELICE (VERONA/LANDSOUTH) (VR)
NATO SITE

VERONA
NATO (AFSOUTH) ADMINISTRATION
SATCOM SITE III/LUGHEZZANO (AFSE)

B1 (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 (NAVSUPACT Naples), Code SUP, Commercial Phone 39-081-568-5439 or -5430, or DSN 625-5439 or -5430. The commercial fax number is 39-081-568-5317 and the DSN fax: 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 NAVSUPACT Naples Contracting Office, the Contractor may be requested to print and deliver to NAVSUPACT 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 bogus 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) Leaded Gasoline, High-test: | 20, 10 and 5 liters |
| (2) Unleaded Gasoline: | 20, 10 and 5 liters |
| (3) Diesel Fuel: | 20, 10 and 5 liters |
| (4) Motor Oil Coupons: | 1 liter |
| (5) Scooter Mix Coupons: | 2 liters |

NOTE: U.S. Government furnished coupons will bear the following Italian Official denominations:

<u>Item Number</u>	<u>Denominations</u>
0100	Benzina Super
0200	Benzina Senza Piombo
0300	Olio Lubrificante - 15W50
0400	Olio Lubrificante - 10W40
0500	Gasolio Autotrazione
0600	Miscela Motoscooter

d. The Contractor's retail outlets will be responsible for ensuring all coupons bear the date and signature of the person receiving the product, and in the case of gasoline, that each coupon bears the license number of the automobile into which the product is pumped. Gasoline dealers must be instructed that 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 SUP, 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 Italian lire by the Commercial Bill Paying Office, U.S. Naval Support Activity, Naples, Italy.

B1 (CONT'D)

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 NAVSUPACT Naples Tax-Free Products Administrator, Code SUP.

b. 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.

c. Replenishment of the plafonds (ceilings) will be made quarterly upon a submission by the U.S. Government to the Italian Ministry of Finance via the Italian Ministry of Defense, of a report of actual consumption.

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 SUP, 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.

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

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 are broken out as follows:

0100 **Gasoline, Automotive, Premium Leaded
Italian Standard NC623-01**

Delivery in exchange of "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.

	<u>ESTIMATED QUANTITY (LITERS)</u>		
	01 OCT 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by official U.S. DOD and NATO vehicles ("G" coupon denominations)	1,100,000	2,200,000	2,200,000
B. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	6,500,000	13,000,000	13,000,000
C. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	2,250,000	4,500,000	4,500,000

B1 (CONT'D)

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY**0200 Gasoline, Automotive, Premium Unleaded
Italian Standard NC623-02**

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 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	13,000,000	28,000,000	30,000,000
B. For use by official U.S. DOD and NATO vehicles ("G" coupon denominations)	1,900,000	4,000,000	4,100,000
C. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	750,000	1,800,000	2,000,000

**0300 Motor Oil, 15W-50
Esso Extra Motor Oil,
Agip Super Motor Oil, or equal**

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 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by official U.S./NATO vehicles ("G" coupon denominations)	7,500	15,000	15,000
B. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	35,000	70,000	70,000
C. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	2,500	5,000	5,000

B1 (CONT'D)

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY

**0400 Motor Oil, 10W-40
Esso Uniflo,
Agip Sint 2000, or equal**

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 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by official U.S./NATO vehicles ("G" coupon denominations)	3,500	7,000	7,500
B. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	57,500	115,000	115,000
C. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	55,000	110,000	110,000

**0500 Diesel Fuel, DF-2, Automotive
Italian Standard NC630-01**

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 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by official U.S./NATO vehicles ("G" coupon denomination)	750,000	1,800,000	1,800,000
B. For use by privately owned vehicles of eligible U.S./NATO personnel ("P" coupon denomination)	250,000	500,000	500,000
C. For use by privately owned vehicles of eligible International Allied Headquarters personnel ("IT" coupon denomination)	110,000	220,000	220,000

B1 (CONT'D)

ITEM SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY

**0600 Fuel, Motor Scooter Mixture
94% Premium Leaded Gasoline (NC623-01) and
6% Agip 2T Lubeoil or equivalent SAE 30/40 Motor Oil**

Delivery in exchange of "P" coupons (in 2-liter denomination) at any Contractor's issuing point in continental Italy, Sicily, Sardinia and other islands.

ESTIMATED QUANTITY (LITERS)

	01 OCT 1999 31 MAR 2000	01 APR 2000 31 MAR 2001	01 APR 2001 31 MAR 2002
A. For use by privately owned motor scooters of eligible U.S./NATO personnel ("P" coupon denomination)	2,500	5,000	5,000
B. For use by privately owned motor scooters of eligible International Allied Headquarters personnel ("IT" coupon denomination)	250	500	500

5. Non-acceptance of U.S. Government Coupons - In the event the Contractor's dealers refuse to accept U.S. Government coupons during the period of the contract, the Contractor will reimburse the Tax-Free Products Administrator of this contract the amount in lire 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 the 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 by the Italian government to do business in Italy, and payment of invoices will be effected in Italian lire 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.

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

PREAWARD

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)

(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).**

(i) **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. _____

(ii) **CORPORATE STATUS.**

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

501(a).

(iii) **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 that it--

is

is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

is

is not

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

K1.01-2 (CONT'D)

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** 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.** 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 Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

K1.01-2 (CONT'D)

- (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 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:

(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 either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; 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.

K1.01-2 (CONT'D)

(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 included in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

(Insert line item no.)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

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

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included 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.

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

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

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

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

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

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

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking. (DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)

(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) **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 **ARE** 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.

(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.

(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

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC 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.

(d) **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.

(e) **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.

(f) **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.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

L2.05-5 CONT'D

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and 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 proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals 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 proposals 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. If no time is specified in the solicitation, the time for receipt is **3:00 PM**, local time for the designated Government office.

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

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

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

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

(l) **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.

(ii) The Government intends to 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.

L2.05-5 CONT'D

- (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.

(m) **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 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 from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2667/2179
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) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

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

(n) **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.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)

POSTAWARD

11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)

(a) **INSPECTION/ACCEPTANCE.** 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 (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts 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).

(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.

11.03-1 CONT'D

(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.

(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. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer 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.** The contract price includes all applicable Federal, State, and local taxes and duties.

(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 or implied 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.

11.03-1 CONT'D

(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)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to 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); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), 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:

(Contracting Officer shall check as appropriate.)

2.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). Alt I.

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

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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

52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

52.225-3, Buy American Act - Supplies (41 U.S.C 10).

52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41.U.S.C. 10, 19 U.S.C. 2501-2582).

52.225-18, European Union Sanction for End Products (E.O. 12849).

11.04 CONT'D

- [] 52.225-19, European Union Sanction for Services (E.O. 12849).
- [] 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). [] Alt I.
- [] 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- [] 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to 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:

(Contracting Officer check as appropriate)

- [] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- [] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- [] 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- [] 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- [] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to 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, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (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)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS 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.

- 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- 252.206-7000 Domestic Source Restriction, 10 U.S.C 2304
- 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DOD Contracts), 15 U.S.C. 637
- 252.219-7005 Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note
- 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- 252.225-7007 Buy American Act - Trade Agreements Act - Balance of Payments Program (Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- 252.225-7021 Trade Agreements (Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631
(DFARS 252.212-7001)

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

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) 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 exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com. (FAR 52.204-6)

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): _____

K5 (CONT'D)

(6) Provide information for the following fields:

ISA07 Company Qualifier _____
 ISA08 Company Value _____
 GS03 Company Value _____

(7) Please identify:

Element Separator: _____
 Sub-element 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.

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.

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

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

- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) **Significant interest**, as used in this provision means--
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.

K85 (CONT'D)

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

(c) **DISCLOSURE.**

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government. (DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

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

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

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

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(DESC 52.229-9F16)

L2.01-3.100 PROPOSAL PREPARATION INSTRUCTIONS - PERFORMANCE CAPABILITY SUBMISSION (OVERSEAS) (DESC JUN 1999)

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

- (1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.
- (2) **Schedule Clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

L2.01-3.100 CONT'D

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) Exceptions.

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) PERFORMANCE CAPABILITY SUBMISSION.

(1) In addition to the offer, each company must provide a complete listing of all its service stations. The proximity of the stations to U.S. and NATO installations and their housing areas, the general roadways connecting these bases and housing areas, and the number of stations situated on the Italian Autostrade will be considered as major subfactors in the technical evaluation of each individual offer. See Clause M72.03-1.100 for further information.

(2) Any stations that are under a subcontract or a leasing agreement from another company must also be listed.

(DESC 52.215-9F76)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (703) 767-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.
(DLAD 52.233-9000, revised)

L40 RESTRICTIONS UNDER ITALIAN LAW (DESC SEP 1978)

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

(DESC 52.242-9F07)

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 52.252-9F01)

M2.09.100 PRICE EVALUATION OF OFFERS (ITALY COUPONS) (DESC JUN 1999)

(a) Only offers covering the total requirement for all of the designated coupon items under the 30-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 30-month ordering period.

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (FRP) (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 Revised Proposal (FRP) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FRP is submitted, the original offer, with any increases or decreases in the reference price through date set for FRPs, will be used in evaluating offers.
(DESC 52.215-9F19)

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.

M72.03-1.100 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JUL 1999)**(a) BASIS OF AWARD.**

(1) It is the intent of the Government to award two (2) contracts under this solicitation. However, the Government reserves the right to award a single contract if there is but one offeror which is the only responsible service station company, incorporated in Italy, whose offer conforms to the solicitation. Where more than a single offer is submitted, the Government will determine each offeror's best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Performance capability; and
 (ii) Price.

IMPORTANT: Offerors are advised that the Government is more interested in obtaining performance capability than lowest price.

(2) In determining best overall value, the Government will evaluate and rate each offeror's performance capability based on pre-established standards. The offeror(s) selected as best value will represent the best tradeoff to the Government between performance capability and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PERFORMANCE CAPABILITY.

(1) The Government will evaluate, based on pre-established standards, the quality of each offeror's performance capability. This may include any aspect of overall service station coverage that is related to this solicitation. The assessment of the offeror's performance capability will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. Data reflecting inadequate performance capability may be considered an indication that the offeror cannot meet the highest levels required for contract performance per station coverage requirements. Offerors lacking adequate station coverage will not be evaluated favorably on performance capability.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's performance capability. This includes information obtained from the offeror's submitted station listings, and any other sources that may have useful information. However, the Government reserves the right to assess the offeror's performance capability based solely on the offeror's submitted listing of gas stations and the subfactors listed in paragraph (c)(3) of this clause.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate performance capability:

(i) **Base and Housing Coverage.** The number of stations with the ability to provide adequate pumping service for premium leaded gasoline, premium unleaded gasoline and automotive diesel fuel, plus the proximity of these stations to each base/installation and its housing area(s).

(ii) **General Roadway Coverage.** The number of stations with ability to provide the products listed in paragraph (c)(3)(i) above, and the proximity of these stations to the general roadways connecting bases and housing areas. "General Roadways" does not include any of the routes (A1 through A32) on the Italian Autostrade.

(iii) **Autostrade Coverage.** The number of stations, as defined in paragraph (c)(3)(I) above, located on the Italian Autostrade.

(d) **BEST VALUE DETERMINATION.** After performance capability ratings are determined, a series of paired comparisons will be made between competing offerors for this solicitation. In making these paired comparisons, the Government will determine the differences in both performance capability and price. If, in any paired comparison, one offeror is superior in performance capability and also offers the lowest price, then offeror will represent the better value. But, if the offeror with superior performance capability offers a higher price than the competing offeror, the Government will decide whether superior performance capability merits the higher price. If so, then the Government will consider the offeror with superior performance capability at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower performance capability rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the best and/or second best offeror that represents best value based on performance capability and price.

(DESC 52.209-9F75)

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/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
[X]	OFFEROR SUBMISSION PACKAGE	SEPARATE COVER

ADDENDUM #2

**OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES**

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC OCT 1993)

The Contractor warrants that--

- (a) The unit prices set forth in this contract do not include any contingency allowance to cover the possibility of increases in the reference price(s) in the Contractor's offer; and
- (b) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

PART A - DEFINITIONS

As used throughout this clause--

- (a) The term **listed items** means the items of Section B of the Schedule that are listed in the Reference Price Tabulation in Part C of this clause and are the only items to which price adjustment shall apply, unless otherwise provided in the contract schedule.
- (b) The term **award price** means the unit price offered for an item and included in the contract award schedule.
- (c) The term **reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (d) The term **independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as published by the Bureau of Labor Statistics.
- (e) The term **established price** means one which (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) meets the criteria of paragraph 15.804-3(c) of the Federal Acquisition Regulation. It is established in the usual and ordinary course of trade between the seller (which maintains it) and buyers who are free to bargain. It is a price included in a catalog, price list, Schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. A commercial item is one that is regularly used for other than Government purposes and is sold or traded in the course of conducting normal business operations. Commercial items are sold to the general public when all of the following criteria are met: (1) Sales to the general public are not negligible in themselves and total 55% or more of all sales made; (2) 75% or more of those sales made to the general public are made at the established price. An item is sold to the general public if it is sold to other than affiliates of the seller for end use by other than the Government. Items sold to affiliates of the seller and sales for end use by the Government are not sales to the general public.
- (f) The term **date of delivery** means--
- (1) The date and time vessel begins to load where the contract calls for delivery at origin into tanker or barge;
 - (2) The date and time vessel begins to discharge where the contract calls for delivery at destination by tanker or barge;
 - (3) The date and time product commences to move past the specified f.o.b. point where the contract calls for delivery by pipeline;
 - (4) The date product is received for all methods of delivery other than (1), (2), and (3) above.

PART B - PRICE ADJUSTMENTS

(a) The Contractor shall notify the Contracting Officer, Attn: DESC-PEC, 8725 John J. Kingman Road, Ft. Belvoir, VA 22060-6222 of any change in the reference price by telegram dated (preferably confirmed promptly by letter), registered letter mailed, or unregistered letter received within 14 days from the date thereof.

(1) If the Contractor fails to give notice of any increase in reference price, such increase shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase.

(2) If the Contractor fails to give notice of a decrease in the reference price, such decrease shall apply to all deliveries made on or after the date of such decrease.

(b) The prices payable under this contract for listed items shall be the award price for the listed item increased or decreased by the amount, determined according to the formula in (c) below, that the reference price for the listed item shall have increased or decreased, to and including the date of delivery.

(c) The amount of increase or decrease in the award price shall be--

(Check appropriate box and complete applicable blanks)

the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

the number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

the number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(d) If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(e) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this clause. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase in the applicable reference price has been verified by the Contracting Officer.

(f) Notwithstanding any other provision of this clause, no upward adjustment shall apply to supplies that are required to be delivered prior to the effective date of the adjustment unless the Contractor's failure to deliver in accordance with the delivery schedule arises from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the DEFAULT clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(g) Notwithstanding any provision of this clause to the contrary, the prices payable under this contract shall in no event exceed either the lower of--

(1) The Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery, or

(2) The maximum prices shown in Column VII of the Reference Price Tabulation in Part C, in accordance with (h) below.

(h) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

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

(2) If, in the absence of an agreement on a new ceiling, written notification is given to the Contracting Officer of an actual price change resulting in a contract unit price that exceeds the current ceiling, the Contractor shall have no further obligation under this contract to fill pending or future orders for the specific line item(s) in question as of the effective date of the increase, as long as the unit price exceeds the ceiling. If, however, notwithstanding the lack of agreement on a new ceiling, the Contracting Officer indicates in writing that the Government is prepared to purchase the line item(s) for an adjusted price that exceeds the current ceiling, the Contractor shall be obligated to continue to honor orders placed for the specific line item in question.

PART C - REFERENCE PRICES

(a) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Reference Price Tabulation below) is--

[] (1) The low price published in _____.
(name of publication)

[] (2) The average of the prices published in _____.
(name of publication)

[X] (3) The established price posted by **See Reference Price Tabulation** .
(name of company)

and

published in **See Reference Price Tabulation** .
(name of publication)

(b) Where the reference price is an established price (see (a)(3) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule, and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements which this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(c) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(d) **DISCONTINUATION OR ALTERATION OF PUBLISHED REFERENCE PRICE.** In the event the reference price is an average of published or posted prices, and any one price ceases to be published or posted, or in the event the reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices, the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described herein. The contract shall be 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 <u>and name of product</u>	Location where reference price <u>is applicable</u>	Method of delivery applicable to the reference <u>price</u>	Reference price as of <u>16 JUL 99</u> (date) (exclude <u>all taxes</u>	Maximum price payable under this contract (includes any tax included in the award <u>price</u>

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

All base reference prices shall exclude Value Added Tax (VAT of TVA) and the Manufacturer's Tax/Excise Tax (MT).

B19.02 CONT'D

REFERENCE PRICE TABULATION (Cont'd)

Gasoline, Items 0100 and 0200: The base reference price (effective 16 July 1999) for Premium Leaded Gasoline shall be the published price for Benzina Super as posted in the "Prezzi Italia" for 01 July 1999. The base reference price (effective 16 July 1999) for Unleaded Premium Gasoline shall be the published price for Benzina Senza Piombo as posted in the "Prezzi Italia" for 01 July 1999.

Auto Diesel, Item 0500: The base reference price (effective 16 July 1999) for Auto Diesel/Gasol shall be the published price for Gasolio Autotrazione as posted in the "Prezzi Italia" for 01 July 1999.

Lube Oil, Items 0300 and 0400: The base reference price (effective 16 July 1999) shall be the individual company published prices for the accepted products effective for 01 July 1999.

Motor Scooter Mix, Item 0600: The base reference price (effective 16 July 1999) shall be 94% of the published price for Regular Leaded Gasoline as posted in the "Prezzi Italia" for 01 July 1999, plus 6% of the individual company's published price for 01 July 1999 for the accepted SAE 30/40 Motor oil used in the final product.

(DESC 52.216-9F24)

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).

C1.02 DODISS SPECIFICATIONS (DESC SEP 1998)

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 Department of Defense Index of Specifications and Standards (DODISS) dated September 1, 1998.

E1.06 CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY) (DESC OCT 1989)

(a) The product to be furnished will conform to the applicable specifications set forth in the SPECIFICATIONS clause. The U.S. Government may select at its option and may request samples at random from any of the Contractor's issuing terminals or authorized service stations, without cost to the Contractor, and may test the product to insure that it meets the relevant specifications. The Contractor, upon request, will make available from any issuing terminal, at no cost to the U.S. Government, a 2-gallon fuel sample every three months for test purposes. The Contractor is responsible for taking necessary action to insure all fuel supplied under this contract meets the contractual requirements.

(b) Quality Assurance Residencies at DFQAR Naples, Italy, and DFQAR Sigonella, Italy, are responsible for quality control and testing of petroleum products under this contract. Tests will be performed in accordance with the specifications stated in Section C of the contract.

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: **Date of Award** and Ends: **31 March 2002**.

(2) Delivery Period Begins: **01 October 1999** and Ends: **30 days after the end of the Ordering Period**.

(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).

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.

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.

G9.06-1 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED- COMMERCIAL ITEMS (DESC FEB 1996)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 17a (Standard Form (SF) 1449). In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

(b) **MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

G9.09 CONT'D

(c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

- (1) The contract number to which this notice applies.
- (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) For ACH payments only:
 - (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
- (5) For Federal Reserve Wire Transfer System payment only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.
 - (ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) **SUSPENSION OF PAYMENT.**

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) **EFT AND PROMPT PAYMENT.**

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

G9.09 CONT'D

(j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) **CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office. (FAR 52.232-33)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

11.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

111.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost

incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (FAR 52.203-3)

128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned," as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

"Tax" and "taxes," as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract. (FAR 52.232-17)

I81 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

I86.12.100 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (ITALY COUPONS) (DESC JUN 1999)

The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity of product, under the contract terms, that will be not less than 1% (one percent) of the total estimated volume reflected in the solicitation at the time of award.

I136 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Public Law 101-510, section 831, as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés. (FAR 52.244-5)

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 52.249-9F01)

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 52.217-9F08)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 October 1999** through **31 March 2002**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule. (FAR 52.216-18)

I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000. (FAR 52.203-6)