

Offeror Submission Package

SOLICITATION **SP0600-00-R-0105 (Italy PC&S)**

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD **01 APRIL 2000**
THROUGH **31 MARCH 2002**

INSTRUCTIONS:

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

- Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- All applicable fill-in clauses
- Italy PC&S Offered Price Sheet

2. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes and be sure to **sign and date** the Standard Form 1449.

3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the content of this Offeror Submission Package.

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-99-0313		PAGE 1 OF 69			
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 32c		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-00-R-0105			
7. FOR SOLICITATION INFORMATION CALL: →		a. NAME Stephen L. Tidler (703) 767-9516 Anthony R. Raneses (703) 767-9517			b. TELEPHONE NUMBER (no collect calls) Phone: (703) 767-9516 Fax: (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME 23 NOV 1999 3:00 PM Fort Belvoir, VA		
9. ISSUED BY CODE SP0600 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: S. TIDLER / A. RANESES/DESC-PEC Phone: (703) 767-9516/9517				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		12. DISCOUNT TERMS	
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE BLOCK 9				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
FACILITY CAGE CODE				18a. PAYMENT WILL BE MADE BY CODE				13b. RATING	
TELEPHONE NO. FAX NO:				SEE CLAUSE F30.01				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
<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 (Signature of Contracting Officer)				
30b. NAME AND TITLE OF SIGNER (Type or Print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)				
					42b. RECEIVED AT (Location)				
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)

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) For price adjustments utilizing a reference price indicator other than commercial publications such as Platt's Oilgram, the Contractor shall notify the Contracting Officer, DESC-PEC, Fort Belvoir VA, 22060 in writing of any change in the reference price 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) For price adjustments utilizing commercial publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated under Reference Price Tabulations portions of this clause.
- (c) 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.
- (d) 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.
- (e) 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.

(f) The Contracting Officer will issue a notification to this contract to reflect any change pursuant to this clause. However, no notification 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. Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC Web page under the heading **Doing Business with DESC**.

(g) 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.

(h) 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.

(i) **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)

(3) The established price posted by (See the Reference Price Tabulation).
(name of company)

and

published in (See the 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 and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>01 Nov 1999</u> (date) (exclude all taxes	Maximum price payable under this contract (includes any tax included in the award p rice

20-- Premium Leaded Gasoline ("Benzina Super"). The base reference price should be the National posting published in Prezzi Italia.

27--Premium Unleaded Gasoline ("Benzina Super Plombo"). The base reference price should be the National posting published in Prezzi Italia.

32-- Diesel Fuel, Winter Grade and 34--Diesel Fuel, Summer Grade ("Auto Gasolio 0.05%"). The base reference price should be the National posting published in Prezzi Italia.

46--Fuel Oil #2 and 52--Fuel Oil #4 ("Gasolio Riscaldamento"). The base reference price should be the National posting published in Prezzi Italia.

Unit price adjustments for all products shall be made twice a month, on the 1st and the 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 a holiday resulting in no published reference prices, then the 1st published effective price thereafter shall apply for calculation for price adjustments.

All base reference prices shall exclude VALUE ADDED TAX [VAT or TVA] and the Manufacturers/Excise Tax (MT).

(DESC 52.216-9FAA)

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

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

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

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

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

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

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

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

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

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

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

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

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

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. _____

(4) TYPE OF ORGANIZATION.

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

(5) COMMON PARENT.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:
Name _____
TIN _____

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

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

- is
- is not

a small business concern.

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

- is
- is not

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

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

- is

is not

a women-owned small business concern.

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

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

is

a woman-owned business concern.

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

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

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

is

is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

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

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

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

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

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

(i) It--

- has
- has not

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

(ii) It--

- has
- has not

filed all required compliance reports.

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

(i) It--

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

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

(ii) It--

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

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

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

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**

(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

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

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

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

(Insert line item no.)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

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

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

(1) The offeror certifies that--

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

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

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

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

(Insert line item number)

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

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

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

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

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

[] are

[] are not

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

and

(2) [] Have

[] Have not,

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

- are
- are not

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

(FAR 52.212-3/Alt I)

K86 FOREIGN TAXES (DESC JUN 1987)

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

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

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

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

OFFERED PRICE SHEET

**CLAUSE B1.05, CONTINUED
SP0600-00-R-0105**

**PURCHASE PROGRAM 1.8A
ITALY POSTS, CAMPS & STATIONS**

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
LEADED GAS	517-20	SARDEGNA	50,000	
LEADED GAS	020-20	TOSCANA	200,000	
LEADED GAS	030-20	FRIULI-VENEZIA GIULIA	189,270	

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
UNLEADED GAS	500-27	SICILIA	1,100,000	
UNLEADED GAS	760-27	PUGLIA	270,000	
UNLEADED GAS	545-27	CAMPANIA	700,000	
UNLEADED GAS	547-27	CAMPANIA	600,000	
UNLEADED GAS	565-27	CAMPANIA	150,000	
UNLEADED GAS	020-27	TOSCANA	499,663	
UNLEADED GAS	027-27	VENETO	908,480	
UNLEADED GAS	802-27	FRIULI-VENEZIA GIULIA	4,000,000	
UNLEADED GAS	610-27	SPECIAL FOB ORIGIN ITEM	150,000	

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
DIESEL DF-2	500-34	SICILIA	2,000,000	
DIESEL DF-2	501-34	SICILIA	25,000	
DIESEL DF-2	505-34	SICILIA	908,496	
DIESEL DF-2	510-34	SICILIA	1,000,000	
DIESEL DF-2	514-34	SARDEGNA	1,200,000	
DIESEL DF-2	517-34	SARDEGNA	720,000	
DIESEL DF-2	750-34	SARDEGNA	400,000	
DIESEL DF-2	760-34	PUGLIA	320,000	
DIESEL DF-2	761-34	PUGLIA	713,000	
DIESEL DF-2	762-34	PUGLIA	681,000	
DIESEL DF-2	538-34	LAZIO	90,000	
DIESEL DF-2	543-34	LAZIO	6,500	
DIESEL DF-2	545-34	CAMPANIA	600,000	
DIESEL DF-2	547-34	CAMPANIA	720,000	
DIESEL DF-2	552-34	CAMPANIA	30,000	
DIESEL DF-2	553-34	CAMPANIA	5,000	
DIESEL DF-2	554-34	CAMPANIA	800,000	
DIESEL DF-2	565-34	CAMPANIA	365,000	

OFFERED PRICE SHEET

**CLAUSE B1.05, CONTINUED
SP0600-00-R-0105**

**PURCHASE PROGRAM 1.8A
ITALY POSTS, CAMPS & STATIONS**

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
DIESEL DF-2	566-34	CAMPANIA	5,000	
DIESEL DF-2	570-34	CAMPANIA	12,000	
DIESEL DF-2	571-34	CAMPANIA	50,000	
DIESEL DF-2	574-34	CAMPANIA	50,000	
DIESEL DF-2	577-34	CAMPANIA	40,000	
DIESEL DF-2	579-34	CAMPANIA	350,000	
DIESEL DF-2	001-34	TOSCANA	454,240	
DIESEL DF-2	020-34	TOSCANA	400,000	
DIESEL DF-2	770-34	TOSCANA	325,000	
DIESEL DF-2	771-34	TOSCANA	16,000	
DIESEL DF-2	780-34	LOMBARDIA	100,000	
DIESEL DF-2	781-34	LOMBARDIA	16,000	
DIESEL DF-2	782-34	LOMBARDIA	90,850	
DIESEL DF-2	590-34	VENETO	25,000	
DIESEL DF-2	598-34	VENETO	10,000	
DIESEL DF-2	790-34	VENETO	16,000	
DIESEL DF-2	791-34	VENETO	16,000	
DIESEL DF-2	030-34	FRIULI-VENEZIA GIULIA	454,248	
DIESEL DF-2	801-32	FRIULI-VENEZIA GIULIA	6,300,000	
DIESEL DF-2	801-34	FRIULI-VENEZIA GIULIA	6,300,000	
DIESEL DF-2	810-34	TRENTINO ALTO-ADIGE	16,000	
DIESEL DF-2	610-34	SPECIAL FOB ORIGIN ITEM	150,000	

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
FUEL OIL FS-2	500-46	SICILIA	5,000,000	
FUEL OIL FS-2	511-46	SICILIA	200,000	
FUEL OIL FS-2	515-46	SARDEGNA	600,000	
FUEL OIL FS-2	516-46	SARDEGNA	200,000	
FUEL OIL FS-2	518-46	SARDEGNA	80,000	
FUEL OIL FS-2	519-46	SARDEGNA	160,000	
FUEL OIL FS-2	520-46	SARDEGNA	150,000	
FUEL OIL FS-2	761-46	PUGLIA	2,862,000	
FUEL OIL FS-2	535-46	LAZIO	145,000	
FUEL OIL FS-2	538-46	LAZIO	15,000	

OFFERED PRICE SHEET

**CLAUSE B1.05, CONTINUED
SP0600-00-R-0105**

**PURCHASE PROGRAM 1.8A
ITALY POSTS, CAMPS & STATIONS**

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
FUEL OIL FS-2	539-46	LAZIO	475,000	
FUEL OIL FS-2	541-46	LAZIO	7,000	
FUEL OIL FS-2	542-46	LAZIO	40,000	
FUEL OIL FS-2	555-46	CAMPANIA	800,000	
FUEL OIL FS-2	557-46	CAMPANIA	30,000	
FUEL OIL FS-2	558-46	CAMPANIA	4,500,000	
FUEL OIL FS-2	560-46	CAMPANIA	45,000	
FUEL OIL FS-2	561-46	CAMPANIA	500,000	
FUEL OIL FS-2	562-46	CAMPANIA	132,000	
FUEL OIL FS-2	565-46	CAMPANIA	4,000,000	
FUEL OIL FS-2	578-46	CAMPANIA	1,000,000	
FUEL OIL FS-2	005-46	TOSCANA	3,406,860	
FUEL OIL FS-2	015-46	TOSCANA	215,760	
FUEL OIL FS-2	782-46	LOMBARDIA	315,000	
FUEL OIL FS-2	783-46	LOMBARDIA	325,000	
FUEL OIL FS-2	022-46	VENETO	15,263,732	
FUEL OIL FS-2	025-46	VENETO	189,270	
FUEL OIL FS-2	026-46	VENETO	681,372	
FUEL OIL FS-2	590-46	VENETO	360,000	
FUEL OIL FS-2	592-46	VENETO	912,000	
FUEL OIL FS-2	593-46	VENETO	120,000	
FUEL OIL FS-2	594-46	VENETO	132,000	
FUEL OIL FS-2	595-46	VENETO	20,000	
FUEL OIL FS-2	596-46	VENETO	120,000	
FUEL OIL FS-2	597-46	VENETO	60,000	
FUEL OIL FS-2	598-46	VENETO	30,000	
FUEL OIL FS-2	599-46	VENETO	40,000	
FUEL OIL FS-2	800-46	FRIULI-VENEZIA GIULIA	10,700,000	
FUEL OIL FS-2	802-46	FRIULI-VENEZIA GIULIA	10,200,000	
FUEL OIL FS-2	605-46	LIGURIA	140,000	

PRODUCT	ITEM	REGION	(LITERS) 2-YEAR QUANTITY	(LIRE per LITER) OFFERED PRICE
FUEL OIL FS-4	801-52	FRIULI-VENEZIA GIULIA	1,135,620	