

Commercial Contract for: Vermont Fuel and Propane Delivery

The Solicitation



General Services Administration
Public Buildings Service
Region 1

General Guidance

The following information is to provide general guidance on areas that GSA believes may require clarification and is not intended to be a summary of the solicitation. The offeror is expected to utilize the guidance here in conjunction with having reviewed the entirety of the solicitation.

General Information

The resulting Contract will be a Time and Materials type contract, see FAR Clause 52.216-1. However, the Offeror may submit multiple offers in accordance with FAR 52.212-1(e) "Offerors are encouraged to submit multiple offers *presenting alternative terms and conditions, including alternative line items* (provided that the alternative line items are consistent with FAR [subpart 4.10](#))... Each offer submitted will be evaluated separately." Offerors are allowed to submit multiple offerors, including a firm fixed price contract type offer, which would be considered alternative terms and conditions.

Under this time and materials contract type, the Offeror will only be proposing materials, which is the cost per gallon of each Fuel type. The Government does not anticipate any "time" included in this contract, but the FAR only defines the contract-type as collectively "Time-and-Materials." Offerors should note that for the commercial materials to be supplied, in accordance with 52.212-4 Alt. I, (i)(1)(ii)(A) "...the price to be paid for such materials shall not exceed the Contractor's established catalog or market price." The Contractor's established catalog or market price, the "materials", shall be clearly identified in its offer. Per FAR 16.601(a), the following definitions for "Direct Materials" and "Materials" is provided to further clarify the Government's pricing requirement:

Materials means-

- (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract ;
- (3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract , travel, computer usage charges, etc.); and
- (4) Applicable indirect costs.

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

The Government requests pricing for each type of Fuel to be broken down into two subcomponents of "materials, which is "Index Rate" and a Margin Rate. Based on the subcomponents of "Materials", the Government intends for the Index Rate to consist of Direct Materials and Subcontracts, and for the "Margin Rate" to consist of "Other Direct Costs". and "Indirect Costs."

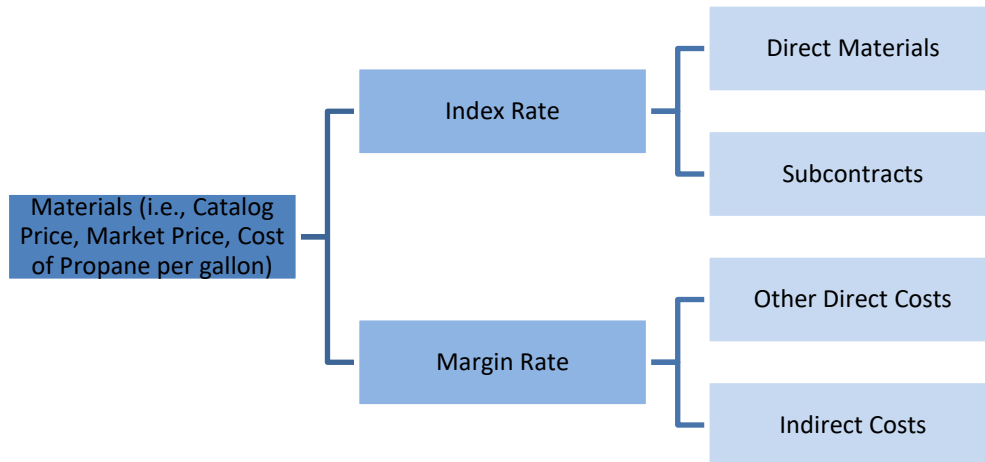
These other direct costs and Applicable indirect costs will be the margin rate required as a cost per gallon of propane.

- FAR 52.212-4 Alt. I, (i)(1)(ii)(D) "Other Direct Costs" will be reimbursed "on the basis of actual cost for the following, provided such costs comply with the requirements in [FAR 52.212-4 Alt 1]: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided].*"

- “Indirect Costs” will be reimbursed “for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided].*”

The above “fill-ins” will be completed at award by the Contracting Office with the information proposed in the accepted offer/payment schedule.

The following table may also help visualize the pricing components.



The Contractor should be aware that, in accordance with FAR 52.212-4 Alt. I (ii)(4)(iii), “The Contracting Officer (or authorized representative) will have access to the following...For material and subcontract costs that are reimbursed on the basis of actual cost-(A) Any invoices or subcontract agreements substantiating material costs; and (B) Any documents supporting payment of those invoices.” Please review the full text clause under Section CONTRACT CLAUSES for invoice instructions.

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SECTION B: STANDARD FORM (SF) 1449

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Fuel Services-Base Year Fuel Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2023 - 03/31/2024 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
0002	Propane Services-Base Year Propane Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2023 - 03/31/2024 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
1001	Fuel Services-Option Year 1 Fuel Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2024 - 03/31/2025 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
1002	Propane Services-Option Year 1 Propane Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2024 - 03/31/2025 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
2001	Fuel Services-Option Year 2 Fuel Services Deliverable PSC: 9140 -- FUEL OILS	1	LS		

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Contract Type: Time and Materials PoP: 04/01/2025 - 03/31/2026 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA				
2002	Propane Services-Option Year 2 Propane Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2025 - 03/31/2026 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
3001	Fuel Services-Option Year 3 Fuel Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2026 - 03/01/2027 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
3002	Propane Services-Option Year 3 Propane Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2026 - 03/01/2027 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		
4001	Fuel Services-Option Year 4 Fuel Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2027 - 03/31/2028 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway	1	LS		

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
4002	Street, Rm 1100 Boston, MA 02222 USA Propane Services-Option Year 4 Propane Services Deliverable PSC: 9140 -- FUEL OILS Contract Type: Time and Materials PoP: 04/01/2027 - 03/31/2028 Place of Performance: Acquisition Management Division (1PQ) Contract Operations Branch (1PQD), GSA/PBS 10 Causeway Street, Rm 1100 Boston, MA 02222 USA	1	LS		

CONTINUATION OF ANY BLOCK FROM SF 1449

1. Block 20 for schedule of supplies/services

The Offeror's proposed pricing schedule under the Solicitation Attachment 1 will be incorporated into the contract here.

SECTION C: CONTRACT CLAUSES

1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) For Firm Fixed Price and FAR 52.212-4 Alternate I (NOV 2021) for Time and Materials

AND GSAR 552.212-4 Alternate II. CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FAR DEVIATION) (JAN 2022)

2. Addendum to FAR 52.212-4 — Other Required Clauses

2.1 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of expiration of contract.

(End of clause)

2.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 15 days prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause or under clause 52.217-8, shall not exceed *5 years and 6 months*.

(End of clause)

2.3 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of

this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

2.4 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov>

(End of clause)

	NUMBER	TITLE	DATE
<input checked="" type="checkbox"/>	FAR 52.204-13	System for Award Management Maintenance	OCT 18
<input checked="" type="checkbox"/>	FAR 52.204-18	Commercial and Government Entity Code Maintenance	AUG 20
<input type="checkbox"/>	FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 21
<input type="checkbox"/>	FAR 52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States	MAY 20
<input checked="" type="checkbox"/>	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 21

3. Addendum to FAR 52.212-4 — Additional Clauses

3.1 Invoice Requirements

The Contractor is required to submit a draft copy of the invoice to the person designated by the government, as identified in the contract award for verification prior to payment. The draft invoice shall consist of the following:

1. Each building/location listed separately;
2. Dates of delivery;
3. Number of gallons delivered on each listed date;
4. Index Price;
5. Margin price and;
6. Total cost per delivery

Draft invoice shall include the total amount of gallons delivered and total monthly cost for each building. Draft invoice will be compared with submitted delivery tickets as required under Proof of Delivery (see PWS Section 2.1).

Upon approval to submit the invoice, the contractor shall submit the invoice electronically to the following website: <https://finance3.gsa.gov> in accordance with FAR 52.212-4 (g) and FAR 552.212-4 (g) (2) above.

3.2 Authorized Representatives

This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor. References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the Contracting Officer for **the** Contract.

Contracting Officer

Name: Huy Le
Address: 10 Causeway Street, 11th floor, Boston, MA. 02222
Telephone: 617-780-9672
Email: huy.le@gsa.gov

Contracting Specialist

Name: Anthony Prata
Address: 10 Causeway Street, 11th floor, Boston, MA. 02222
Telephone: 617-283-6395
Email: Anthony.prata@gsa.gov

4. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES AND EXECUTIVE ORDERS—Commercial Items (DEC 2022)

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

☐ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

☐ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#))

☐ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

x (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022)
([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

x (18)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-13](#).

x (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637](#)(a)(17)).

x (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

x (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

___ (30)

(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

x (ii) Alternate I (FEB 1999) of [52.222-26](#).

x___ (31)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

x (32)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

x (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

x (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

x (35)

(i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

x_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

 x_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

 x_ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

 x_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 x_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

 x_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, 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)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
- (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION D: CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

I. Contract Documents:

- 1. Performance Work Statement (PWS) Vermont Fuel and Propane Delivery**
- 2. Exhibit 1- Building Information and Specifications**

II. Solicitation Attachments:

Attachment 1-Price Sheet

Attachment 2 Offeror Representations and Certifications

SECTION E: SOLICITATION PROVISIONS

- 1. FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (NOV 2021)**
- 2. Addendum to FAR 52.212-1 — Other Required Provisions**

2.1 FAR 52.246-6 Inspection-Time-and-Material and Labor-Hour

The Government contemplates award of a Time-and-Material contract resulting from this solicitation.

(End of provision)

2.2 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov>

(End of provision)

	NUMBER	TITLE	DATE
<input checked="" type="checkbox"/>	FAR 52.204-7	System for Award Management	OCT 18
<input checked="" type="checkbox"/>	FAR 52.204-16	Commercial and Government Entity Code Reporting	AUG 20
<input type="checkbox"/>	FAR 52.209-7	Information Regarding Responsibility Matters	OCT 18
<input type="checkbox"/>	FAR 52.209-12	Certification Regarding Tax Matters	OCT 20
<input type="checkbox"/>	FAR 52.216-27	Single or Multiple Awards.	OCT 95
<input checked="" type="checkbox"/>	FAR 52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition.	NOV 21
<input checked="" type="checkbox"/>	FAR 52.204-24,	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 21
<input checked="" type="checkbox"/>	FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 20
<input type="checkbox"/>	FAR 52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	OCT 20

3. Addendum to FAR 52.212-1 — Instructions to Offerors

The instructions below provide additional guidance beyond the full text of FAR 52.212-1 – Instructions to Offerors-Commercial Items for the preparation and submission of proposals.

3.1 Questions period:

Offerors may submit questions regarding this Solicitation via email to GSA Contracting Officer (CO) Huy Le, huy.le@gsa.gov, and GSA Contract Specialist (CS) Anthony Prata, anthony.prata@gsa.gov, no later than **Friday March 10th, 2023, by 3:00 pm Eastern Time.** GSA will provide all Offerors the unattributed list of all questions and answers through an amendment to the solicitation. Offerors shall reference the Section, and page number along with questions / clarifications requested. Only questions submitted by email will be answered.

3.2 Submission Requirements and Due Date

Offerors shall submit their proposal via email to GSA Contracting Officer (CO) Huy Le, huy.le@gsa.gov, and GSA Contract Specialist (CS)-Anthony.prata@gsa.gov, no later than **Monday, March 20th, 2023, by 3:00 pm Eastern Time.**

The Offeror shall ensure the subject line of the email transmitting its proposal(s) states at a minimum, “Proposal Submission for solicitation 47PB0123Q0004”

Each file name shall include at a minimum: (1) Offeror Company Name, (2)VOL I Technical or VOL II Price Proposal,

Example: “John Doe Inc. –VOL I Technical Proposal –”

Offerors shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items, with its proposal.

The offeror shall submit pricing for all buildings/locations as listed in Contract Document 2: Building Specifications for consideration. Please be advised that while the Government contemplates a single award, reserves the right to award multiple awards (see 52.212-1(h)).

Volume/ Part/Tab	Title	Maximum Number of Pages
Volume 1	Representations, Certifications, and Other Statements of Offerors	See individual tab limits below
Part 1	Offeror’s Representations and Certifications	No limit
Volume 2	Technical Proposal	20 pages total
Part 1	EVALUATION FACTOR 1: Technical Capability	Included in Volume 2 Page Limit
Part 2	EVALUATION FACTOR 2: Past Performance	Included in Volume 2 Page Limit
Part 3	EVALUATION FACTOR 3: Past Experience	Included in Volume 2 Page Limit
Volume 3	Price Proposal	See individual tab limits below
Tab 1	Detailed Price breakdown utilizing Excel RFQ Attachment 1	No limit

0.2 Submission Formatting Submissions shall be in the following format:

(1) Pages shall be 8½x11-inch white paper, ½-inch margins on the top and bottom of the pages and 1- inch margins on the left and right sides of the pages, with lettered/numbered dividers for each section to correspond with the tabs above. Except—

(a) When appropriate, pages may be 11x17 inches and with the same margins but will be counted as 2 pages towards any applicable page limitation defined above.

(b) Resumes and financial statements may have margins and font sizes different from those listed above but shall be legible and shall be submitted on 8½x11-inch paper.

- (2) All text shall be in either Arial or Times New Roman font at an 11-point minimum.
- (3) The information provided in the submission shall be easily reproducible by normal black and white photocopying machines.
- (4) Materials submitted become the property of the Government and shall not be returned.
- (5) Spreadsheets shall be provided in Microsoft Excel native format and include any formulas used so they may be verified; otherwise, submissions shall be provided in Word or PDF format. No other formats will be accepted.

4. Proposal Format

4.1 VOLUME I: Representations, Certifications, and Other Statements of Offerors

Offeror Representations and Certifications

- (a) Offerors shall submit with their proposal the attached Respondent's Representations and Certifications ("Attachment 2 –Offeror's Representations and Certifications").
- (b) Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via System for Award Management.

4.2 Volume II- Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in the Evaluation Criteria.

1. Technical Capability

- a. The Offeror shall describe its approach to meet the Performance Standards as outlined in the PWS Quality Assurance Surveillance Plan.
- b. The Offeror shall detail in its proposal how it intends to monitor and maintain required minimum Fuel and Propane levels and its approach to provide a timely response when the government requests Propane due to impending weather.
- c. The Offeror shall submit a Spill Response Plan that must demonstrates that they can effectively prevent and contain any Fuel and Propane spills and prevent contamination to the surrounding

ground, storm drains or downhill contamination to local waterways. The contractor must certify that their drivers have been trained on spill prevention. They must also demonstrate that they have an effective means of communication during a spill containing 10 or more gallons. This plan shall include emergency contact numbers for: their own company, remediation companies and State & Federal authorities in the event of a major Fuel/Propane spill containing 10 or more gallons.

2. Past Performance

The offeror shall provide references for projects that are similar in magnitude, scope and complexity to that identified in this solicitation, preferably from three (3) separate contracts.

The Offeror shall provide client/customer point of contact data sufficient for the Government to verify the information. Contracts with past performance information reported to CPARs and transmitted to PPIPRs are preferred but not mandatory.

3. Past Experience

The offeror shall provide a minimum of three (3) references for projects to demonstrate the extent of the contractor's past experience in relation to the project in the solicitation and PWS. Submitted projects shall be of similar size, scope, and complexity as described herein. Each project shall include Propane type, delivery locations, and the estimated annual delivery quantities per year.

NOTE TO OFFERORS: In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

4.3 Volume III Price Proposal

The offeror shall complete and return the SF1449 and Solicitation Attachment 1-Pricing Sheet as part of its Offer. The contractor must submit pricing for all of the buildings listed on the SF1449. Please see instructions on the first tab of the excel spreadsheet (Solicitation Attachment 1-Pricing Sheet).

The offeror shall utilize the Solicitation Attachment 1 Pricing Sheet to provide pricing for all buildings/locations (Contract Line Items) with its offer as follows.

Offerors proposing a time-and-materials type contract shall propose a Margin rate that will remain fixed for the entirety of the contract and paid on a pro-rata basis (see FAR 52.212-4 Alt. I, (i)(1)(ii)(D)(2)). The Offeror shall specify if this pro-rata basis is by quantity of material (e.g., per gallon) or by delivery. The Offeror may propose a different margin rate for each line item. The Margin Rate shall be inclusive of all markup above the Index Price. This includes, but is not limited to: delivery charge (including labor and transportation), monitoring Propane levels, overhead, profit, applicable taxes and duties, etc. The awarded contractor margin rate is fixed and will not fluctuate with changes to the market price.

The offeror shall provide to the Government index prices for the following dates: Index price 1: October 1, 2021; index price 2: February 1, 2022; index price 3: April 30, 2022. An average index price from the provided rates will be calculated. The average index price will be used for the purpose of calculating the total evaluated price. The Price proposal shall include supporting documentation including platform used (i.e. website) to verify the provided index Prices. **Contractor shall highlight the requested index prices on its supporting documentation.**

5. Evaluation—Commercial Items

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2021)

The Government will award a single contract or multiple contracts resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, in addition to price, will be used to evaluate offers:

1. *Technical Capability*
2. *Past Performance*
3. *Past Experience*

Technical Capability, Past Performance, and Past Experience when combined, are equal to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)