

# OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-04-R-0032

PROGRAM: 6.1

PERFORMANCE PERIOD: FEBRUARY 1, 2005 THROUGH JANUARY 31, 2015

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER

BY

April 13, 2005 @ 3:00PM LOCAL TIME

## INSTRUCTIONS:

1. Two (2) copies of this Offeror Submission Package must be returned to this office as your offer. All documents to be completed and returned are contained in this Offeror Submission Package. See Clause L201.100 for submission requirements.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission, initialing any changes. Sign and date the Standard Form 33 (SF33) in ink.
3. 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 on a separate sheet of paper.

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B33.01.100 SERVICES TO BE FURNISHED AND PRICES (MULTIYEAR) (GOCO) (DESC FEB 2004)**

(a) The services to be furnished during the period specified herein and the unit prices are as follows:

**LINE ITEM 0001: NONPERSONAL SERVICES: (FIRM-FIXED PRICE)**

The Contractor shall operate, maintain, and protect the Government-owned bulk petroleum terminal at DFSP Norfolk, VA (Craney Island, Sewell's Point and Yorktown) in accordance with Section C, and all other terms and conditions set forth herein for the period:

**BASE PERIOD**

Years 1 through 5 Price per month \$ \_\_\_\_\_

**OPTION PERIOD**

Option Years 6 through 10 Price per month \$ \_\_\_\_\_

(b) The following line items are cost reimbursable line items under which the Contractor shall furnish nonpersonal services and/or supplies and materials in accordance with Section CG-3.0 LOGISTICS SUPPORT. The Contractor will be reimbursed under these line items for services actually performed as approved by the Contracting Officer or COR. The "NOT TO EXCEED" amounts shown below are for Government administrative fund obligation and represent the Government's best estimate of the cost reimbursable supplies, services, and overtime for each contract year. Reimbursement under CLINs 0002, 0004, and 0005 shall be for the prime Contractor's allowable, allocable and reasonable direct cost of any subcontracts for furnishing supplies, equipment, material and services specified in Section CG-3.0. No additional indirect/overhead costs or fee will be reimbursed.

Reimbursement for overtime, CLIN 0004, shall be for allowable, allocable and reasonable directed overtime labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable and reasonable costs will be reimbursed pursuant to FAR, Section 31. No additional indirect/overhead costs or fee will be reimbursed.

LINE ITEM 0002:	MAINTENANCE AND REPAIR	NOT TO EXCEED \$850,000.00
LINE ITEM 0003:	EMERGENCY SERVICES	NOT TO EXCEED \$500,000.00
LINE ITEM 0004:	OVERTIME	NOT TO EXCEED \$100,000.00
LINE ITEM 0005:	ENVIRONMENTAL SERVICES	NOT TO EXCEED \$500,000.00

(DESC 52.207-9F90)

Unless otherwise specified within Section CG-2.0 SPECIFIC TASKS, all functions described therein shall be included in the firm fixed price for CLIN 0001. Please note that firm fixed prices shall include all effort required to recognize and initiate response actions for those supplies/services that are reimbursable under CLINs 0002-0005.

**\*Please use the following format to provide a breakdown of your price.**

CATEGORY	PRICE/MONTH	NOTES
Labor	\$	(e.g., includes all PT&I associated with direct labor costs)
Equipment	\$	(e.g., includes all vehicle maintenance, insurance, and depreciation using straight line method over _____ yrs)
Supplies	\$	
Other (explain in Notes)	\$	
G&A CLIN 0001	\$	
G&A CLIN 0002	\$	
G&A CLIN 0003	\$	
G&A CLIN 0004	\$	
G&A CLIN 0005	\$	

(c) The contractor shall provide Aircraft Fuel Services and Fuel and Cryogenic Storage and Distribution at NS Norfolk and NAB Little Creek, Norfolk, VA in accordance with the Performance Work Statement for the period February 1, 2005 through January 31, 2010 with option periods of February 1, 2010 through January 31, 2012 and February 1, 2012 through January 31, 2015 as follows:

LINE ITEM	<u>PRICE PER MONTH</u> Base Period, years 1 - 5	<u>PRICE PER MONTH</u> Options, years 6-10
0008: Aircraft Fuel Services to include the dispatch function All Cold Refueling (truck services) (refuel/defuel) Direct Refueling at the Helicopter Hot Site Direct Refueling at the E2/C2 Hot Site	\$ _____	\$ _____
LINE ITEM 0009: Fuel Storage and Distribution to include the Fuel Laboratory Function at NS Norfolk	\$ _____	\$ _____
LINE ITEM 0010: Inventory and Accounting for NS Norfolk and NAB Little Creek at NS Norfolk	\$ _____	\$ _____
LINE ITEM 0011: Ground Fuel Delivery, NS Norfolk	\$ _____	\$ _____
LINE ITEM 0012: Used Oil Operations, NS Norfolk	\$ _____	\$ _____
LINE ITEM 0013: Fuel Service, NAB Little Creek to include dispatch function  Truck delivery to ships and small craft Barge and pier refueling operations Quay Wall refueling operations	\$ _____	\$ _____
0013D ACU4 LCAC Refueling Services	\$ _____	\$ _____
LINE ITEM 0014: Fuel Storage and Distribution at NAB Little Creek to include sampling of products And delivery of samples to NAS Norfolk	\$ _____	\$ _____
LINE ITEM 0015: Ground Delivery, NAB Little Creek	\$ _____	\$ _____
LINE ITEM 0016: Service Station Operation, NAB Little Creek	\$ _____	\$ _____

LINE ITEM 0017 NONPERSONAL SERVICES AND SUPPLIES:  
(COST REIMBURSEMENT – MAINTENANCE)

The contractor shall furnish nonpersonal services, maintenance, and supplies at Norfolk Regional Mid-Atlantic, in accordance with Segment II, Section C-4.0.

NOTE: The contractor will be reimbursed for services under Line Item 0017, actually performed as approved by the Contracting Officer’s Representative, when applicable, for purchases of supplies or services. The amount for this line item is for Government administrative fund obligation and represents the Government’s best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for these line items must be included in CLIN 0008.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00  
COST ESTIMATE/YEAR

LINE ITEM 0018 AUGMENTATION

(i) Payment for augmentation worked shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM NUMBER</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
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0018A	Truck Driver Tractor Trailer – Straight Time	\$ _____/hour
0018B	Truck Driver Trailer – Overtime	\$ _____/hour
0018AC	Fuel System Distribution Operator –Straight Time	\$ _____/hour
0018AD	Fuel System Distribution Operator – Overtime	\$ _____/hour

(ii) The Ordering Officer for augmentation shall be the Commanding Officer or designee.

(b) AUGMENTATION

(1) Payment for augmentation worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0018. Computation follows:

CATEGORY

- Base Rate
- Plus applicable fringes
- Subtotal
- Plus PT&I\* (specify rate)
- Subtotal
- Plus Profit (specify rate)
- Total Straight-Time Rate

\*Payroll Taxes and Insurance

(2) Payment for overtime augmentation worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0019. Computations follows:

CATEGORY

- Base Rate times 1.5
- Plus PT&I\* (as specified above)
- Subtotal
- Plus Profit (as specified above)
- Total Overtime Rate

\*Payroll Taxes and Insurance

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination In Accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

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 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or 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) Narrative Information (special instructions).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It--

- has
- has not--

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

(b) It--

- has
- has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

**K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- DOES APPLY.
- DOES NOT APPLY.

The offeror represents that--

(a) It--

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

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

(b) It--

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

(FAR 52.222-25)

**K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 493190
- (2) The small business size standard is \_\_\_\_\_.
- (3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

**(b) REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

- is,
- is not

a small business concern.

**(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(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) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents as part of its offer that it--

- is,
- is not

a women-owned small business concern.

**(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, as part of its offer, that it--

- is
- is not

a veteran-owned small business concern.

**(5) (Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it--

- is

is not

a service-disabled veteran-owned small business concern.

**(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, as part of its offer, that--

(i) It--

is

is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

is

is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____	_____
_____	_____
_____	_____
_____	_____

**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(7) (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 origins 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.

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

**(1) Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **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 the size standard in paragraph (a) of this provision.

(4) **Veteran-owned small business concern** means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) **Women-owned small business concern** means a small business concern—

(i) 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

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

**(d) NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(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 Services.

(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, if located within the United States, 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; and
- (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.customerservice@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](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

**NOTE: This notice does not apply to small businesses or foreign governments.**

**This notice is in three parts, identified by Roman numerals I through III.**

*Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.*

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) **Check the appropriate box below:**

(1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) **CERTIFICATE OF INTERIM EXEMPTION.**

*The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.*

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

*If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.*

*The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES

[ ] NO

(FAR 52.230-1)

**K15 RELEASE OF UNIT PRICES (DESC OCT 2002)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

**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.

\_\_\_\_\_  
 \_\_\_\_\_

(DESC 52.215-9F28)

**K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) **DEFINITION. Women-owned business concern**, as used in this provision, 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) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it—

- is  
 is not

a women-owned business concern.

(FAR 52.204-5)

**K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)**

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not s/he intends to submit invoices via FAX:

**K75 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)**

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

(1) **Foreign person** means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) **United States person** is defined in 50 U.S.C. App. 2415(2) and means—

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern), and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) **CERTIFICATION.** If the offeror is a foreign person, the offeror certifies by submission of an offer 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. 2407(a) prohibits a United States person from taking.

(DFARS 252.225-7031)

- YES                       NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

**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.

(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)

**K88 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) **DEFINITIONS.**

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) **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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(f) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

**Name:** \_\_\_\_\_

**TIN:** \_\_\_\_\_

(FAR 52.204-3)

**K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(b) **REPRESENTATIONS.**

The offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that--  
 (i) The offeror and/or any of its Principals--

- (A)  are,  
 are not

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

**[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]**

- (B)  have,  
 have not

within the 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 public (Federal, State, or local) 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;

**[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]**

- (C)  are,  
 are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (D)  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 public (Federal, State, or local) 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;

- (E)  are,  
 are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

**[This subparagraph (a)(1)(ii) is stayed indefinitely.]**

- (ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—  
 has,  
 has not

within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

- (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or  
 (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or  
 (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

- [ ] has,  
 [ ] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

**K99 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act (PPA) of 1990 (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the EPCRA and section 6607 of the PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

**[Check each block that is applicable.]**

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with the Environmental Protection Agency (EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) code major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located in the United States or its outlying areas.

(FAR 52.223-13)

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS**

**L201.100. INSTRUCTIONS TO OFFERORS (GOCO SERVICES-SOURCE SELECTION)(DESC FEB 2004)**

Offerors shall submit an original and one copy of their Offeror Submission Package (OSP) and an original and two copies of their technical proposals, divided into the following parts.

A. **OFFEROR SUBMISSION PACKAGE (OSP)**. Complete all required representations and certifications and provide a proposed fixed price in the SERVICES TO BE FURNISHED AND PRICES clause. The price shall be broken down into labor, equipment, supplies, G&A, and profit (per line item) on a separate sheet. Unless otherwise specified within Section CG-2.0, all functions described in the Performance Work Statement (PWS) shall be included in the firm fixed prices for Contract Line Item Number (CLIN) 0001. Please note that the firm fixed price shall include all effort required to recognize and initiate response actions for those supplies/services that are reimbursable under CLINs 0002-0005.

B. **OPERATIONAL CAPABILITY (TECHNICAL PROPOSAL)**.

1. **Operation and Staffing Plan**. The offeror's submission shall be comprised of the following information. This plan should not exceed 10 pages (excluding resumes).

- Provide an organization chart (wire diagram or similar) showing employee classification, number of employees within each classification (identify full and part time), and the reporting chain of command. Address each of the five sites that comprise the DFSP.
- Provide a job description for each employee classification, including the knowledge, skills, abilities, and experience requirements for each employee classification.
- Provide a matrix identifying by type of operation, how many of what type employee will be participating in each operation.
- Provide a brief description of procedures for receipt, issue, and transfer operations by mode. Include procedures for responding to no-notice or short-notice fleet requirements
- Provide resumes for the Corporate Fuels Executive, the Terminal Superintendent, and the Assistant Terminal Superintendent (if required). Resumes must demonstrate that the nominee meets the minimum qualifications stated in the PWS and should provide all relevant qualifications and/or experience. If the proposed employees do not meet the minimum qualifications identified in the PWS, the offer may be rejected as unacceptable. This requirement is not waived for incumbent contractor employees.

2. **Contract Compliance Plan**. The offeror shall provide a summary description for ensuring contract compliance. The Plan should briefly describe any internal inspection/control systems and reporting procedures, as well as identify personnel responsible for monitoring/updating this Plan. The Plan shall address methods/procedures for meeting the performance standards specified in the PWS.

3. **Maintenance Plan**. The offeror shall provide a conceptual\* plan that describes a systematic approach to accomplishing periodic scheduled inspections and repairs designed to preserve and maintain equipment apparatus, and facilities in such condition that they may be effectively used for their intended purposes. This Plan must address Planning, Scheduling, Conducting, and

Documenting (automated or manual) required maintenance, and must address the requirements of Section CG-2.4 of the PWS. This Plan is not to exceed twenty (20) pages. \*A detailed plan shall be provided within 60 days after contract award per Section CG-1.5 of the PWS.

4. **Product Quality Surveillance (PQS) Plan.** The offeror shall provide a comprehensive PQS Plan that describes detailed procedures for insuring products remain on-specification. The Plan shall include a discussion of sampling and testing methods and equipment as well as consequences of unacceptable test results. The Plan should describe how the product quality surveillance data would be documented and reported. The Plan shall incorporate the requirements specified in Section CG-2.2 of the PWS. This Plan is not to exceed thirty (30) pages.

5. **Product Inventory Control and Accountability Plan.** The offeror shall provide a conceptual\* Plan that describes gauging frequency and procedures and reconciliation of shipped quantities with received quantities. This Plan shall address the requirements of Clause I119.04 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD and Section CG-2.3 of the PWS. This Plan is not to exceed five (5) pages. \*A detailed plan shall be provided within 60 days after contract award per Section CG-1.5 of the PWS.

6. **Security Plan.** The offeror shall provide a conceptual\* Security Plan for ensuring the security of the terminal. It should include a discussion of access control, security of Government property, and the documentation of terminal activities/events (e.g. visitor/event logs, Detex-clock tapes, videotapes, etc.) This Plan is limited to five (5) pages. \*A detailed Plan shall be provided within 30 days after contract award per Section CG-1.5 of the PWS.

7. **Training Plan.** The offeror shall provide a conceptual\* Training Plan for accomplishing required training. The Plan must identify a clear approach to planning, scheduling, conducting, and documenting required training and qualifying personnel in handling operations. This Plan is limited to ten (10) pages. \*A detailed Plan shall be provided within sixty (60) days after contract award per Section CG-1.4 of the PWS.

8. **Safety Plan.** The offeror shall provide a conceptual\* Safety Plan that addresses applicable laws and regulations. This Plan must include a brief description of applicable requirements, including those identified in Section CG-2.6 of the PWS. The discussion should demonstrate the offeror's understanding of occupational safety and health standards associated with the required services. Training requirements associated with the Safety Plan must be covered within the Training Plan in paragraph (7) above. The Safety Plan is not to exceed ten (10) pages. \*A detailed Plan shall be provided within 60 days after contract award per Section CG-1.5 of the PWS.

9. **Equipment.** Using the following example format/table, the offeror shall provide a complete description of the equipment offered. Truck/tractor chassis, the cargo tanks, and the pumping systems will be treated as separate entities.

a. Prime Mover/Tractor. List prime movers, truck/tractors chassis by make, model, or series, model year, gross vehicle working rate (GVWR) by axle, and the condition of the unit.

b. Cargo Tank. List cargo tank(s) by manufacturer name, model number, the year originally built and certified, and the date refurbished, stretched, or rebarreled. Provide the MC/DOT specification, the tank capacity as reflected by the tank data plate, and the condition of the tank.

c. Pumping System. Show the manufacturer of the pumping system, the year it was originally built and/or refurbished (indicate refurbished if applicable), the year installed on the servicing equipment offered, and whether the major components are new, used or a combination thereof.

d. Ownership. If the equipment offered is to be leased, a lease agreement shall be submitted with proposal. The agreement must show the number and description of the trucks, tractors, and trailers being provided, and that all parties have agreed to a delivery date and terms of finance. A conditional agreement is acceptable. Other company owned equipment that will be provided should also be described and a statement of ownership provided.

Equipment Offered (Example)							
	(1) Number	(2) Use or Purpose	(3) Unit/System	(4) Year	(5) Make/Model	(6) Capacity	(7) Condition
1	4	Refueler/Defueler	Chassis	200X	International 44T4000	3 @ 12/24/24*	New
2			Trailer/Tank	200X	Heil BFT8000, DOT 406	2 @ 24/24*, 8000	New

3			Pump System	200X	Williams Brothers	300 GPM	New
1	1	Ground Fuel Trk	Chassis	200X	Freightliner FL70	2 @ 10/19	Excellent
2			Trailer/Tank	1998	Custom Tank, DOT 406	2 X 1000 Gallons	Excellent
3			Pump System	1998	Williams Brothers	25 GPM	New/Used
1	1	Utility Vehicle	Chassis	200X	Ford F-250	¾ Ton	Excellent

- (1) The number (1) of units described in (2) with “all” factors (3) thru (7) and lines 1 thru 3 remaining equal. Should “any” descriptive factor or unit/system combination change, add a new information block.
- (2) List in descending order, Refuelers, Refueler/Defuelers, Defuelers, Ground Fuel Trucks, Used Oil Trucks, Recyclable Jet Fuel Trucks, Vacuum Trucks, and Utility Vehicles
- (3) The three major components of the equipment being offered.
- (4) The calendar year built (new), refurbished (R), stretched (S), rebarreled (B), or otherwise (\* explain) changed in a significant manner.
- (5) The make/manufacturer, model, or other descriptive name of the equipment to be provided.
- (6) For the chassis, list the number of axles and the GVWR for each. For a semi-trailer, list the number of axles, the GVWR of each, and the capacity of the tank. An entry of 2 X 1000 indicates a dual product truck.
- (7) State new or use a descriptive term regarding the condition of the equipment/unit/system being offered.

C. **PAST PERFORMANCE.** The offeror shall provide the following information for all contracts and subcontracts completed in the last three (3) years and those in progress that are related to the proposed contract services.

1. Name and address of contracting activity
2. Points of contact and phone numbers (e.g., Contracting Officer, COR/COTR, ACO, Program Manager, and an E-mail addresses, if known)
3. Contract Number
4. Contract type and dollar value
5. Brief description of contract
6. Information on any significant problems encountered and corrective actions taken

D. **SUBCONTRACTING/SOCIO-ECONOMIC PLAN.** The Offeror shall submit a plan describing its procedures for subcontracting supplies/services under the cost reimbursement line items (CLINs 0002-0005). The Plan should address locating qualified vendors and the means of ensuring prices paid are fair and reasonable. This Plan should also describe the offeror’s commitment to subcontracting with small, small disadvantaged, veteran-owned small, service-disabled veteran-owned small, HUB Zone small, women-owned small businesses, or historically black colleges/universities or minority institutions. As part of the plan, the offeror shall include--

- (1) A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.
- (2) A description of the offeror’s current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.
- (3) The specific names of subcontractors to the extent they are known.
- (4) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.
- (5) Identification of the portion of the offeror’s proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.
- (6) The type of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.
- (7) The name and title of the individual principally responsible for ensuring company support to such firms.

This Plan shall not exceed 15 pages. (See clause L7 for additional information.)