

Offer Submission Package

SOLICITATION SP0600-03-R-0044 (CANADA Posts, Camps & Stations P.P. 1.6)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD
15 APRIL 2003 THROUGH 30 NOVEMBER 2003

INSTRUCTIONS:

1. The original and one copy of this certification package must be returned to:

ATTN: Bid Custodian, Room 3815
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

All documents to be completed and returned are contained in this Certification Package:

- Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- Certifications and Representations (Fill-in clauses)
- Price Data Sheet for FOB Destination Items

2. Be sure to check your offers for accuracy and legibility prior to submission. They must be in actual dollars per gallon (e.g. \$0.4000). NOT price differentials. Offer one price per line item, which will escalate/deescalate with the named index.
3. Initial all changes and sign and date the Standard Form 1449.
4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-03-1254		PAGE 1 OF 22	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
		SEE BLOCK 31C				SP0600-03-R-0044	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Meghan Phillips (703) 767-9543 Billy Rowland (703) 767-9508 George W. Atwood III (703) 767-9509		b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLK 7A FAX (US): (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME 10 MARCH 2003 3:00 p.m. Local Time Fort Belvoir, VA, USA	
9. ISSUED BY CODE				10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
Defense Energy Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Meghan Phillips/ DESC-PEA Billy Rowland/DESC-PEA Phone: (703) 767-9550/9542 P.P. 1.6				<input checked="" type="checkbox"/> UNRESTRICTED		<input type="checkbox"/> SEE SCHEDULE	
				<input type="checkbox"/> SET ASIDE % FOR		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
				<input type="checkbox"/> SMALL BUSINESS		13b. RATING	
				<input type="checkbox"/> SMALL DISADV BUSINESS		14. METHOD OF SOLICITATION	
				<input type="checkbox"/> 8(A)		<input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
SEE SCHEDULE				SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
				SEE CLAUSE F30.01			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		THE SCHEDULE IS SHOWN ON THE "SF 1449 CONTINUATION SHEET"					
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION PROVISIONS AND CONTRACT CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

B1.05.100 SUPPLIES TO BE FURNISHED (OVERSEAS CCC) (DESC JAN 2003)

(a) The supplies to be furnished during the period specified in the INDEFINITE QUANTITY clause, the delivery points, methods of delivery, and estimated quantities are shown below. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Orders shall be issued pursuant to special contract provisions defined below.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
100-03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	975,855gal / 3,694,000L
100-031	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0* (Min) (No cetane improver additives are allowed)	689,068gal / 2,608,400L
1001-TRAN	Barge Transportation The Contractor shall provide all personnel, equipment tools, materials, supervision, and services necessary to perform the Western Arctic Sealift Services as further described in the Product Description	

***ONLY FOR LINE ITEM 100-031** – A cetane number of 40.0 minimum is requested. If there are no offers received offering a cetane number of 40.0, the proposal offering that is the closest to the requested minimum cetane number of 40.0 will be considered. A Cetane number that is less than 38.0 will not be considered. **NO CETANE IMPROVER ADDITIVES ALLOWED.**

SPECIAL CONTRACT PROVISIONS**A. CONTRACT TYPE****A.1 Line Items 100-03 and 100-031**

A contract(s) resulting from this solicitation, for the above listed line item(s), will be an “Indefinite Delivery – Indefinite Quantity, Fixed Price w/EPA.” Please refer to Clause I81, INDEFINITE QUANTITY, and I86.10, DELIVERY ORDER LIMITATIONS.

A.2 Line Item 1001-TRAN

A contract resulting from this solicitation for the above listed line item will be a one-year “Firm Fixed Price” Contract with four 1-year options. Please refer to Clause I2.06, CHANGES – FIXED PRICE and Clause I209.01 OPTION TO RENEW SERVICES.

B. FUEL SPECIFICATION**B.1 Product Description**

Aviation Turbine, Kerosene Type, Jet A-1, w/FSII and CI, NSN 9130-00-753-5026

Standard CAN/CGSB 3.23-2002 (or latest issue)

Freeze Point or Pour Point: -52°C (MAX)

Must have cetane number of 40 minimum*. No cetane improver additives are allowed.

A metal deactivator, as per product specification, may be added to the fuel to counteract the effects of metals known to be deleterious to thermal stability. Typically 2.0 mg/L of metal deactivator will counteract up to 300 ppb of copper. When a metal deactivator is added to the fuel, the Contractor shall record on test certificates, for material on import or manufacture, the amount and name of the deactivator added to the fuel.

* Please see previous page for additional information

B.2 Metal Deactivator Additive (MDA)

The use of MDA shall be in accordance with the fuel specification, and the Contractor shall record on test certificates the amount and name of the deactivator added to the fuel. This information shall be provided to the DND technical authority: QETE 5.

B.3 Specifications - CGSB

A copy of CAN/CGSB-3.23-2002 (latest edition) referred to herein is available and may be purchased from:

CGSB Sales Centre
Place du Portage, Phase III, 6B1
11 Laurier Street
Hull, Québec K1A 1G6

Phone: (819) 956-0425, or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

Internet address: <http://www.pwgsc.gc.ca/cgsb>

C. DELIVERY SCHEDULE**C.1 Delivery Schedule for Line Item 100-03**

Fuel deliveries for line item 100-03 ONLY, are to be made in accordance with the following schedule:

DND - North Warning Sites

<u>Order of Delivery</u>	<u>Location</u>	<u>Required Fittings</u>
First delivery:	LAB-6, Cartwright	150mm Kamlock Male
2nd:	LAB-5, Tukialik Bay	100mm J451
3rd:	LAB-4, Big Bay	100mm J451
4th:	LAB-3, Cape Kiglapit	100mm J451
5th:	LAB-1, Cape Kakiviak	100mm J451
6th:	FOX-2, Longstaff Bluff	100mm F500 *
7th:	FOX-1, Rowley Island	100mm F500 *
Last:	FOX-M, Hall Beach	100mm Kamlock Female

* Note: F500 Sealift Dry-Break Connection Manufacturer: Emco Wheaton

In accordance with Clause E4, INSPECTION AND ACCEPTANCE (DESC NOV 1991), on F.O.B. Destination deliveries, acceptance of the supplies furnished as a result of this solicitation will take place at specified North Warning System (NWS) destinations, notwithstanding that inspection by the government may take place elsewhere prior to acceptance.

C.2 Delivery Schedule for Line Item 100-031

Fuel deliveries for line item 100-031 ONLY, are to be delivered FOB Destination into Northern Transportation Company Limited facility (barge or barges) moored in Hay River, North Western Territory (NWT), for further delivery to specified NWS locations.

In accordance with Clause E4, INSPECTION AND ACCEPTANCE (DESC NOV 1991), on F.O.B. Destination deliveries, acceptance of the supplies furnished as a result of this solicitation will take place in Hay River, NWT, into Canadian Commercial Corporation / Public Works and Government Services Canada (CCC/PWGSC) Government furnished barge(s), notwithstanding that inspection by the Canadian government may take place elsewhere prior to acceptance.

C.3 Delivery Schedule for Line Item 1000-TRAN

Fuel deliveries for line item 1001-TRAN ONLY, are to be made in accordance with the following delivery schedule:

DND - North Warning Sites

<u>Order of Delivery</u>	<u>Location</u>	<u>Required Fittings</u>
First delivery	BAR-3, Tuktoyaktuk, NWT	80mm J451
2nd:	BAR-DA1, Liverpool Bay, NWT	100mm J451
3rd:	BAR-4, Nicholson Peninsula, NWT	100mm J451
4th:	BAR-E, Horton River, NWT	100mm J451
5th:	PIN-1BD, Keats Point, NWT	100mm J451
6th:	PIN-1BG, Croker River, NWT	100mm J451
7th:	PIN-2A, Harding River, NWT	100mm J451
8th:	PIN-CB, Bernard Harbour, NWT	100mm F500
9th:	PIN-DA, Edinburgh Island, NWT	100mm F500
10th:	PIN-EB, Cape Peel West, NWT	100mm F500
11th:	CAM-M, Cambridge Bay, NWT	150mm Kamlock
12th:	CAM-1A, Jenny Lind Island, NWT	100mm F500
13th:	CAM-B, Hat Island, NWT	100mm F500
14th:	CAM-2, Gladman Point, NWT	100mm F500
Last:	CAM-3, Shepherd Bay, NWT	100mm J451

** Note: J451 and F500 Sealift Dry-Break Connection Manufacturer: Emco Wheaton*

D. QUANTITY**D.1 Estimated Quantity**

In accordance with I86.10 DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT, the minimum quantity required to be ordered is seventy-five percent (75%) of the total estimated solicitation quantity. The Contractor agrees to stand in readiness at all times during the period specified to supply the remaining twenty-five (25%) at the awarded price.

D.2 Variation in Quantity

Contract quantity variation shall be dictated in accordance with Clause F105, VARIATION IN QUANTITY.

D.3 Determination of Quantity

The quantity of supplies furnished under the contract shall be determined in conformity with Clause F1.09.

E. DETERMINATION OF PRICING**E.1 Unit Price and Taxes**

The unit price quoted herein shall conform to Clause I28.21 TAXES – FOREIGN FIXED PRICE CONTRACTS.

Goods and Services Tax (GST) or Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

E.1 Unit Price and Taxes (cont.)

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

E.2 Basis of Payment

FOR LINE ITEMS 100-03 and 100-031 ONLY. Please refer to Clause B19.02, ECONOMIC PRICE ADJUSTMENT. Offers should be based on prices in effect on the week of January 13, 2003. Contract prices will change weekly based on changes in the publications, not based on Contractor product costs. Prices will be escalated using the vessel loading date. The Contractor shall provide a copy of the ship manifest, or another document acceptable to the CCC/PWGSC, as proof of the vessel loading date.

FOR LINE ITEM 1001-TRAN ONLY. The contract awarded will be firm fixed price. There shall be no increase in the total liability or in the price of duties to be performed in accordance with the Purchase Description (see below) resulting from any design changes, modifications or interpretations, made by the Contractor. Payment for design changes, modifications or interpretations made by the Contractor will not be paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Officer, prior to their incorporation into the work. The Contractor shall not be obligated to perform any work or provide any service that would cause the total liability to be exceeded unless such an increase is authorized by the Contracting Officer.

E.3 Notification of Price Changes

The Contractor shall give Public Works and Government Services Canada (PWGSC) written notice of any change in the reference price (escalated weekly based on Clause B19.02, ECONOMIC PRICE ADJUSTMENT) within 5 working days of it becoming effective. Such notice shall refer to the Public Works and Government Services Canada file number, serial number and outline, by item number, product description and delivery location, the amount of the change in the reference price, the effective date and the new unit price.

If the Contractor fails to notify Public Works and Government Services Canada in accordance with the above provision, the effective date of the change in the reference price will be the date upon which the Contractor's written notice is received by Public Works and Government Services Canada. The PWGSC will in turn be required to notify the Contracting Officer within 10 days of the written notice of receipt of the price change.

E.4 Price Change Notices

Address at which to notify the Public Works & Government Services Canada of price changes:

Public Works & Government Services Canada
Logistics, Electrical, Fuel and Transportation Directorate
Fuel & Construction Products Division
11 Laurier Street, 7A2
Place du Portage, Phase III
Hull, Quebec K1A 0S5
Attention: _____, Fax: (819) 956-5227

F. INSPECTION OF SUPPLIES

Notwithstanding any other terms and conditions of this Request for Proposal (RFP), inspection of products shall be made in accordance with Clause E1, CONTRACTOR INSPECTION RESPONSIBILITIES, Clause E4, INSPECTION AND ACCEPTANCE, and Clause E21.01, SUPPLEMENTAL INSPECTION.

G. EVALUATION OF OFFERS**G.1 Evaluation Criteria**

Contract(s) will be awarded in accordance with Clause M72, EVALUATION OF OFFERS and Clause L2.01-3, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION.

G.2 Evaluation of Price

The offer price will be evaluated FOB destination, including Customs duties and Excise taxes. Offer prices should exclude the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST).

G.3 Technical and Financial Capacity

The Public Works and Government Services Canada Contractor must have both the technical and financial capability, as determined by Public Works and Government Services Canada, to perform the Contract. It may be required that the Public Works and Government Services Canada Contractor provide audited/certified financial statements prior to the issuance of the Contract in reference to this proposal.

H. BARGE/TANKER CONDITIONS**H.1 Barge/Tanker Specifications**

The Contractor will be required to carry on the vessel a minimum of 5200 ft. of hose, plus an additional 10% of the total amount of hose for possible repairs. The Contractor is also required to carry a minimum of 800 meters of mooring lines.

H.2 Loading/Unloading Conditions

Unloading will be made in accordance with Clause F54, TANKER UNLOADING CONDITION, with the following additional notes:

Delete the original text Clause F54, part (f), and replace with the following: *“Hoses for unloading a tanker will be connected and disconnected by the Tanker’s Personnel with the assistance of the Canadian Government’s (O & M) Contractor Personnel.”*

Exception to allowed Laytime: Price is to include any costs associated with the 10 - 12 hours of vessel waiting time at LAB-6 (Cartwright). Additional demurrage for this wait shall not be charged by the Contractor.

For Line Item 100-031, barge/tanker loading will be made in accordance with Clause F52, TANKER LOADING CONDITIONS will the following additional note:

For Clause F52 part (a)(1), change to read: *“orders placed under items of the Schedule...will be furnished to the Contractor at least 30 days in advance...”*

H.3 Additional Contractor Requirements for Line Item 100-03 ONLY

- (a) The Contractor shall provide messing, accommodation consisting of stationary bunk/bed, a stationary heat source and providing a minimum of noise to permit a POL specialist and POL laborer to rest between shifts, and transportation between delivery sites as requested by the Canadian Government. The Contractor shall wait up to three (3) hours to allow the POL specialist and POL laborer time to complete fuel transfers, take fuel samples and gauge tanks after fuel deliveries to all sites.
- (b) The Contractor shall establish a work space for the POL specialist and POL laborer consisting of the following:
 - i. working space where samples can be checked and paperwork completed by the POL specialist and POL laborer ;
 - ii. space for the storage of samples, tools and heavy clothing
- (c) The Contractor shall provide the following:
 - i. a Pig Launcher of such design as to allow the pig to be launched without delays,
 - ii. Pigs, which are only to be used to clear the discharge sea hose at the completion of each product discharge. The design of the pig to be sufficient as to disallow the passage of air, hence, preventing air entering the shore discharge lines and tankage,
 - iii. a Visiglass Pig Catcher to be used at the shore manifold. The Pig Catcher must have an air pressure release valve to release any air that may enter the sea hose ahead of the pig; and
 - iv. gauging equipment to be used by the Contractor for gauging product on board the vessel.

I. PURCHASE DESCRIPTION:

I.1 Specifics of the fuel delivery operations associated with Line Item **1001-TRAN ONLY** are as follows:

1.0 GENERAL PROVISIONS

The Contractor shall provide to the United States Air Force (USAF), upon the terms and conditions specified herein, the services listed at the price(s)/pricing basis set out in this Contract, as and when requested by the Department of National Defence, North Warning System Office (DND/NWSO).

1.1 MEETINGS

The CCC/PWGSC may request that the CCC/PWGSC Contract Manager attend or host meetings with USAF, CCC/PWGSC, DND/ NWSO and the NWS Operations and Maintenance Contractor (NWS O&MC) or other personnel as deemed necessary. When written minutes of any such meeting are deemed necessary, they shall be recorded and issued as a Contract amendment to the CCC/PWGSC contract and signed by the CCC/PWGSC Contract Manager and the CCC/PWGSC. If the CCC/PWGSC Contractor does not concur with any portion of the minutes, such non-concurrence shall be provided in writing to the CCC/PWGSC within 10 calendar days following receipt of the minutes.

2.0 ROLES AND RESPONSIBILITIES**2.1 Canadian Commercial Corporation / Public Works and Government Services Canada (CCC/PWGSC) will:**

- a. Act as the Contracting Authority on behalf of the USAF; and,
- b. Negotiate any amendments to the CCC/PWGSC Contract with the CCC/PWGSC Contractor.

DND/NWSO will:

- a. Provide guidance to the Contractor with respect to the performance monitoring system to be employed with the Contract; and,
- b. Provide liaison between USAF, CCC/PWGSC, the NWS O&MC and Contractor personnel with respect to this Contract.

DND/NWSO through the NWS O&MC will:

- a. Monitor and report on the Contractor's performance in relation to the Contract, in regards to client communication, delivery, rectifying problems, overall quality of service and, be the focal point for the day-to-day operation of the Contract;
- b. Provide complete documentation for all manifested cargo including Bulk fuel quantities;
- c. On a cost reimbursable basis, provide essential Site support, ground transportation, emergency vehicle maintenance, rations, quarters, equipment storage at Cambridge Bay (CAM-M) and attended Long Range Radar (LRR) within the Site capabilities;
- d. Provide maintenance on NWS on-shore pipelines used for bulk fuel discharge and transfers;
- e. Provide essential beach preparation and maintenance within the Site capabilities;
- f. Coordinate and monitor the filling of pipelines to capacity with product from the barge/ vessel at selected sites BAR-1, BAR-B, BAR-DA1, BAR-E, AND PIN-1BD;
- g. Coordinate and monitor the filling of the pipelines to capacity with product from the vessel prior to the commencement of pipeline pressure testing procedures. (See Section 3.4 para 5)
- h. Monitor all NWS pipelines used for fuel delivery for leaks.

3.0 ROLES AND RESPONSIBILITIES**3.1 GENERAL PROVISIONS**

The Contractor shall provide all personnel, supervision, equipment, tools, materials, and other items and services necessary to provide safe, damage free transportation of all manifested cargo to the final destinations as set forth in this document and the document entitled consist list. Except for those items specifically stated as NWS O&MC provided, the Contractor must furnish everything required to perform the required services under this Contract including supply and pack sea containers at the point of origin. The statement of work includes but is not limited to the following:

3.2 The Contractor will:

- a. Ensure that involved USAF, CCC/PWGSC, NWSO and NWS O&MC personnel shall have access at all times to the work performed by the Contractor and make inspections of the work and Contractor facilities when requested;
- b. Provide access to all documentation, accounts and other information in the Contractor's possession relating to the statement of work called for in the Contract;
- c. Provide initial and timely itinerary/schedule updates of facility and vessel operations including cargo acceptance, departure and arrival date timings at NWS Site locations.
- d. Provide meals and accommodations to a maximum of three persons on board the vessel and support services required by the NWS O&MC fuel/hazardous material specialist when NWS fuel or general cargo is being transported;
- e. Notify NWSO 2-4 or alternate NWS O&MC representative by telephone and/or facsimile (at #s to be provided) of any anticipated delays or significant changes in the sealift itinerary or schedule.
- f. Notify NWSO 2-4, or alternate NWS O&MC representative (at the above numbers), within twenty-four hours of the loss or destruction of any cargo, and the CCC/PWGSC in writing within 15 calendar days of the incident.
- g. Provide ACC PMS/LGT estimated sealift tariff rates for the year at least 60 days prior to sealift delivery dates.

3.3 General Cargo

- a. Furnish equipment necessary for the transportation of bulk fuel and general cargo to NWS Western Arctic locations;
- b. Transport general cargo to "above" the high water mark at NWS Short Range Radar (SRR) locations and to the respective NWS Long Range Radar (LRR) Site locations;
- c. Provide stevedore, incidental services and equipment necessary to affect the loading, offloading and delivery of cargo at the originating port and NWS locations;
- d. Accept all cargo including hazardous material packaged in accordance with Transportation of Dangerous Goods Regulations and Guidelines;
- e. Comply with all regulations and guidelines when warehousing and transporting hazardous/dangerous materials aboard vessels. The Contractor shall be responsible for creating, maintaining, and disposing of required records;
- f. Transport an all terrain vehicle and the required fuel for the NWS O&MC personnel's inspection and monitoring duties;
- g. Obtain ice reconnaissance information with the price for the service to be included in the tariff price schedule.

3.4 **Fuel**

- a. Certification of cleanliness for the intended vessel(s) must be given to the DND/ NWS Bulk Fuel Quality Assurance representative on site as evidence that the vessels are fit to carry the product specified. The Quality Assurance representative is not responsible to verify the accuracy of the statements in the certification. These statements are the responsibility of the Contractor. After the loading is completed, a record of all hatch and valve seal numbers, where seals are utilized, will be made available to the Quality Assurance representative.
- b. Provide assurance that the petroleum product (JET A1-3A) is delivered to fuel hose connections at specific NWS Site Beach manifolds. The product will remain on specification as required by the Canadian General Standards Board, as detailed in CAN/CGSB 3.23-2002, or subsequent issue thereof.
- c. Jet fuel particulate matter will not exceed 2.2 mg per litre at destination. A visual sample at each dispersing location shall not show any detectable contamination, i.e., excessive water, solids, or discoloration. Relative density will be reflected on shipping documents in kg/m³.
- d. Provide the appropriate size and type of fuel hose and fuel hose coupling for transfers from the vessel to the NWS Beach manifold/tanks. The Contractor shall obtain specific hose and coupling information from NWSO 2-4;
- e. Ensure that all NWS Site pipelines utilized for fuel delivery from the vessel are hydraulic tested prior to initiating delivery by using the following procedures, as a minimum:
 - i. Fill the pipeline with fuel product;
 - ii. Connect a compressed air supply to the vessel hose discharge outlet;
 - iii. Charge the hose with up to 85-PSI air pressure for approximately 5 minutes;
 - iv. Check the pipeline for leaks. If no leaks occur, continue to fill Site tanks; and, (See Section 2.2 para 7)
 - v. Upon completion of the delivery, reverse the pump direction to the vessel to ensure that the pipeline is drained.
- f. At all NWS Sites, wait for three (3) hours to allow NWS O&MC personnel time to take the required fuel samples and to gauge tanks following fuel delivery. If these activities exceed three (3) hours, the Contractor will be reimbursed at a pre-determined hourly rate.
- g. When deliveries occur at NWS Site Shingle Point (BAR-2), wait 18-24 hours following fuel discharge operations to allow the NWS O&MC fuel specialists time to complete fuel transfer to the Site. When deliveries occur at BAR-1 and BAR-B, the Contractor shall provide an in-line flow meter to monitor and assist in controlling the fuel delivery flow rate.
- h. Be prepared to amend the quantity of fuel to be delivered to each NWS location. Per-locations delivery will not affect the overall estimated quantity of fuel to be delivered.

3.5 **Other Services**

Services may be requested outside of the CCC/PWGSC contract. Such services and rates will be negotiated and authorized in advance in writing by the CCC/PWGSC and the Project Authority. Payment for these services will be made upon presentation of an invoice and supporting documentation.

4.0 Performance Measurement

The Canadian Department of National Defense or its designated representative will evaluate the Contractor’s performance under any awarded contract. For those tasks listed above, the North Warning System O&M Contractor Evaluators will assess the Contractor’s performance with regards to:

- a. Client Communication
- b. Delivery
- c. Ability to Rectify Problems
- d. Overall Quality of Service

Government representatives will record all surveillance observations. When an observation indicates inadequate performance, the evaluator will require the CCC/PWGSC Contracts Manager or representative at the site to acknowledge/initial the observation. The acknowledgement of the observation does not constitute concurrence with the stated observation, but serves only as an acknowledgement that the CCC/PWGSC Contractor has been made aware of the observed performance. Surveillance of tasks not listed in the purchase description above may occur during the performance period of the contract. Any action taken by the Contracting Officer as a result of the feedback from surveillance monitoring will be in accordance with the terms of the contract.

J. SUBMISSION OF INVOICES

Invoices shall be submitted in accordance with Clause 30.01.

(DESC 52.207-9F55)

Source of Crude, Name of Refinery and Location

Please provide the following information:

Source of Crude: _____

Name of Refinery: _____

Location of Refinery: _____

Delivery Lead Time: A lead time of _____ working days will be required.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) and (c) above.

(3) The Third Party Information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

**K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)
(APR 2001/OCT 2000)**

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

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

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) 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

(B) 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.

(ii) 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).

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

(5) **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.

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

(7) **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.

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

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

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

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: _____.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

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

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

is

is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it--

is

is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

is
 is not

a service-disabled veteran-owned small business concern.

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

is
 is not

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

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

is
 is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

is

a women-owned business concern.

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

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

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

is
 is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
 is not

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

(B) It--

- has
 has not

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

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

(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

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

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

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

(i) It--

- has
- has not

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

(ii) It--

- has
- has not

filed all required compliance reports.

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

(i) It--

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

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

(ii) It--

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

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

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

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

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

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

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

(Insert line item no.)

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

(Insert line item no.)

(Insert country of origin)

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

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

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

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

- are
- are not

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

(2) have
 have not,

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

(3) are
 are not

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

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alt I)

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

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

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

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

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

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

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

(DFARS 252.212-7000, **tailored**)

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)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

(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 invoices will be submitted via FAX:

YES

NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is _____.

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)

K86 FOREIGN TAXES (DESC JUN 1987)

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

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

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(DESC 52.229-9F10)

CANADIAN PC&S PRICE DATA SHEET (NORTH WARNING SYSTEM)

FOB DESTINATION ITEMS

<u>ITEM NUMBER</u>	<u>SUPPLIES, NATIONAL STOCK NUMBERS, METHOD OF DELIVERY AND DELIVERY POINTS</u>	<u>QUANTITY</u>	<u>OFFER PRICE (\$/USG)</u>
100-03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	975,855gal / 3,694,000L	_____
100-031	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0* (Min) (No cetane improver additives are allowed)	689,068gal / 2,608,400L	_____
1001-TRAN	Barge Transportation The Contractor shall provide all personnel, equipment tools, materials, supervision, and services necessary to perform the Western Arctic Sealift Services as further described in the Product Description		_____