



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER MA-PR616-20120362		PAGE OF 1 103	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 09/12/12	4. ORDER NUMBER DTMA-93-P-2012-0025		5. SOLICITATION NUMBER DTMA-93-Q-2012-0013		6. SOLICITATION ISSUE DATE 07/24/2012
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME MARIE CASSE		b. TELEPHONE NUMBER (504) 589.6583		8. OFFER DUE DATE/LOCAL TIME CD	
9. ISSUED BY U.S. DOT/ Maritime Administration Gulf Div.Acquisition Office, MAR 380.3 Hale Boggs Building 500 Poydras Street Suite 1223 New Orleans LA 70130-3396			CODE 00093	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 336611 SIZE STANDARD: 1,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO STATE OF MICHIGAN COR: MIKE LUZINSKI 715 EAST FRONT STREET TRAVERSE CITY MI 49686-3016		CODE 00093	16. ADMINISTERED BY DIV. of GULF OPERATIONS U.S.DOT/MARITIME ADMINISTRATION 500 Poydras Street Suite 1223 New Orleans LA 70130-3394				
17a. CONTRACTOR/ OFFEROR SCHWARTZ BOILER SHOP, INC (DBA: Schwartz Blast & Paint) Attn: Roger Schwartz P.O. Box 312 Cheboygan MI 49721-0312 TELEPHONE NO. 231-627-2556		CODE 060175726	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		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
	STATE OF MICHIGAN - 2012 FALL REPAIRS. ALL AMENDMENTS TO THE SOLICITATION WERE ACKNOWLEDGED, AND CHANGES ARE HEREBY INCORPORATED. THE PURPOSE OF AMENDMENT 000003 TO THE RFQ IS TO: A: REVISE DUE DATE TO READ: AUGUST 10, 2012 @ 1300 HRS, CD. REVISE REQUIRED PERIOD OF PERFORMANCE TO READ: OCTOBER <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 70X1750SMR.2012.120SMR1070.0000160000.25711.61006600						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$231,149.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. _____ 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	
				MARIE CASSE		09/12/2012	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>1, 2012 TO NOVEMBER 16, 2012.</p> <p>B. CHANGE SECTION H - SPECIAL CONTRACT REQUIREMENTS, Clause H-6, MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL) to reflect values of coverages required to \$1M in lieu of the \$5M currently shown.</p> <p>C IN SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, Par. J-1 GENERAL CONDITIONS AND SPECIFICATIONS, CLIN 006 Install ECDIS, Substitute the revised CLIN 006 (attached) in it's place.</p> <p>THE PURPOSE OF AMENDMENT 000002 TO THE RFQ WAS TO INCORPORATE QUESTIONS & ANSWERS PRIOR TO THE QUOTE DUE DATE.</p> <p>THE PURPOSE OF AMENDMENT 000001 TO THE RFQ WAS TO DELETE CLAUSE INCORPORATED BY REFERENCE TITLED "GUARANTEE" AND SUBSTITUTE AN UPDATED VERSION.</p> <p>Delivery: 40 Days After Award Period of Performance: 10/01/2012 to 11/16/2012</p> <p>T/S STATE OF MICHIGAN 2012 REPAIR SPECIFICATIONS Continued ...</p>				231,149.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTMA-93-P-2012-0025

PAGE OF

3

103

NAME OF OFFEROR OR CONTRACTOR

SCHWARTZ BOILER SHOP, INC (DBA: Schwartz Blast & Paint)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FOR REPAIRS AND RENEWALS.</p> <p>The total amount of award: \$231,149.00. The obligation for this award is shown in box 26.</p>				

THIS AMENDMENT IS ISSUED TO CHANGE CLAUSES AS NOTED BELOW:

Page 55 CLAUSES, SECTION I.1, CLAUSES INCORPORATED BY REFERENCE – Delete the first clause, 1252.70, and insert the following clause in its place.

INSERT:

1252.217-70 Guarantee.

As prescribed at [\(TAR\) 48 CFR 1217.7001\(a\)](#), insert the following clause:

**GUARANTEE
(APR 2005)**

- (a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.
- (b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.
- (c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.
- (d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.
- (1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.
- (2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.
- (e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of clause)

THE FOLLOWING QUESTIONS AND ANSWERS ARE FURNISHED HEREIN AND MADE A PART OF THE SOLICITATION. PLEASE REVIEW AND BID ACCORDINGLY.

CLIN 001

Title: Install trim and jointer work for all weather deck doors.

5.3 The contractor shall remove existing and provide and install approximately 40 square feet of poured deck covering. Color is to match existing deck. Main area of damage is the port aft corner of the vessels classroom.

Question: Based on ship visit the engineer would like a vinyl linoleum used vice the poured flooring. The vinyl flooring has been used in other areas in the past. Please advise if the vinyl flooring is acceptable.

Answer: No. Bid spec as written.

CLIN 002

Title: Repair and weight test stores crane

5.4 The contractor shall install all the provided GFM onto the crane. The contractor shall provide and install new hook block and wire rope cable. The new cable shall be ½" in diameter by 200 feet long consisting of EIPS 8X9 IWRC wire having a 23,400 pound breaking strength. The contractor shall provide the Captain/Chief Engineer copies of the mill certificates and breaking strength test pertaining to the n wire cable.....

Questions:

- (1) The first sentence states that the Contractor shall provide and install new "hook block and wire rope cable". However, the Hook Block is listed as Government Furnished Equipment in section 4.0. Please clarify who is to furnish the Hook Block.

Answer: The hook block will be provided as GFM.

- (2) The Contractor furnished wire is called out as EIPS 8X9 IWRC. However, we believe that specification is incorrect and that the wire as specified is not manufactured. Our vendor recommends EIPS 8X19 IWRC, with a breaking strength of 23,200 vice 23,400. Please clarify.

Answer: The specification has a typo. The wire rope to be provided and installed by the contractor is to be ½ inch EIPS 8 x 19 IWRC- spin resistant. Breaking strength of 23,200 lbs is acceptable.

5.5 The contractor shall conduct a certification weight test of the crane upon completion of the part renewals and repairs to the satisfaction of the attending ABS surveyor and the vessels Chief Engineer.

Question: Please clarify who is responsible for arranging, coordinating and paying the cost of the attending ABS Surveyor?

Answer: **ABS surveyor costs are to be to the owner's account.**

CLIN 003

Title: Replace the Fendering on the Fast Rescue Boat.

5.2 The contractor shall remove the existing fendering system currently installed on the fast rescue boat to scrap.

Question: During ship visit, the Chief Engineer was under the impression that only the black rubber fendering removed by cadets from the school was to be replaced. Upon inspection of the GFM however, it appeared that the entire flotation pontoon, port and starboard, will be furnished to the Contractor to replace the existing pontoons. Please clarify the intent of the work scope.

Answer: **The specification is to be bid as written. The GFM provided is a complete fendering system.**

CLIN 004

Title: Remove the GMDSS radio equipment from the vessel

5.5 The contractor shall develop an in use antenna drawing for this vessel. The drawing is to indicate the use and location of all necessary antennas needed to keep the vessel operational in accordance with all USCG rules and regulations. The contractor shall remove all unnecessary (not in use) antennas from the vessel to scrap. Prior to removal the contractor shall get the Captains concurrence with the drawing and proposed removals. Antenna removal is to include removing all electrical and signal cabling back to the source and sealing all remaining stuffing tubes and other penetrations created by these removals.

Question:

Can the government can provide the Contractor with a list of the antennas to be removed? It is unclear how to bid this scope of work as currently specified, since the Engineer onboard during the ship check could not provide any advice as to which antennas are unnecessary (not in use). Without this information, we believe that this work item should be accomplished in 2-steps, as follows:

- 1) Determine antenna equipment necessary to meet all regulatory and training requirements. Remove overhead and inspect current antennas onboard. Develop list of all antennas currently in use on the vessel, including any deficiencies or required removals. Trace all power sources and antenna cable routing. With this information, a scope of work can be established to clearly specify the antennas, stuffing tubes, wiring, and cables that must be removed, including any hot work requirements.

- 2) Contractor to prepare cost estimate for the scope of work developed in 1) above. A Bid for this work item cannot be offered based upon the ship visit only.

Answer: The contractor shall bid the work item as written. The necessary equipment for class and USCG is aboard and is operable. The intent of this item is to remove the unused antennas left after the vessel's conversion from a survey vessel to a training vessel. A possible vendor to assist with the accomplishment of this item is Air Services of Cleveland. POC Dan Masa – 216-265-4124.

T/S State of Michigan 2012 Repair

CLIN 006

Title: Provide and install a new ECDIS.

1.0 Abstract: Install a new ECDIS on the navigation bridge.

2.0 Location: Navigation Bridge.

3.0 References: Solas regulation V/19 and V/27
ABS rules (latest version)
ABS equipment type approval
USCG regulations (latest version)
IEC 61174 ed.3 ECDIS requirements and testing
IEEE Std. 45 Practice for Electrical Installations Shipboard

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall procure, install, and test a new ABS type approved ECDIS computer system on the navigation bridge in a location acceptable to the Captain of the vessel. The contractor shall supply an Ironmaster FT ECDIS with Total Watch. The system shall consist of the following:

~~1) **ECDIS 23" Kit Format (23" Flat Panel Display)**~~

ECDIS VisionMaster FT 25.5 inch flat panel deckstanding unit

- a) Monitor Type: Flat Panel LCD
- b) Screen Size: ~~23.1~~ 25.5 inch
- c) Three (3) - Remote Displays: 23.1"
- d) One (1) - Remote Display: 19.0"
- e) Resolution: 1280 x 1024
- f) Contrast Ratio: 600:1 Typical
- g) Light Intensity: 250 cd/m² Typical
- h) Power Supply Input: AC 92-276V, 47 -64Hz
- i) Consumption: 310W max.
- j) Human Interface: Trackball
- k) Storage Media: Hard Disk & USB Memory Stick
- l) Video Splitter – 3 Channel
- m) Other features: RGB Output for VDR or secondary monitor.
- n) Environmental Specifications: IEC60945

2) DISPLAY FEATURES

- a) **Split Screen Capability** - Permits two (2) independent charts to be shown simultaneously or display of two different chart scales for areas of interest.

T/S State of Michigan 2012 Repair

- b) **Movable Picture in Picture** - Innovative feature allowing viewing specified areas at a user defined size on ECDIS display.
- c) **Display Chart Scales** - Manual, automatic and compilation display scales ranging from 1:8,000,000 to 1:500.
- d) **Zooming** - The custom zooming box allows for quick scale changes to an operator specified area.
- e) **Off-Centering** - User selectable maximum view ahead, re-centering, panning, offsetting and GoTo lat/lon positioning.
- f) **Presentation Modes** - Stabilized: North Up & Course Up.
- g) **Daylight & Night Presentation Modes** - The system has five distinct presentation color modes designed to give optimum usability from bright daylight through dusk and night operation. Can change color mode on all nodes simultaneously. The relative brilliance of certain features sets (for example VRM/ERBL) can be individually preset and adjusted by the operator.
- h) **Electronic Cursor** - Read out of range/bearing, reciprocal bearing, lat/long and Time To Go to cursor position.

3) OWN SHIP FEATURES

- a) **Consistent Common Reference Point (CCRP)** - The system makes use of a reference system known as CCRP for sensor position and navigation data.
- b) **Own Ship Presentation** - Displayed as a fully scaled profile on short ranges and a circle on long ranges. CCRP is marked on the profile.
- c) **Own Ship History Tracks** - Plots of selected and non-selected position sensors on the chart simultaneously to show own ship past position and sensor error.
- d) **Heading Line & Beam Line** - HL is shown from CCRP to edge of video display. Can also be shown as a stern line. Beam line also available.
- e) **Own Ship Vector (course over ground)** - Arrow indicating own ship vector with length corresponding to distance based upon current speed and current vector time. Vector tick marks can be shown at one minute intervals.
- f) **Predicted Vector** - On screen planning and monitoring of constant radius turn. The feature is available in all motion modes and stabilization modes.
- g) **Predicted Ship & Path** - Predicted own ship profile and swept area displayed for planning and monitoring purposes based on constant radius turn.
- h) **Safety Checking** - Own Ship safety checking and alarming is available based on operator variable limits.
- i) **Custom Ship Box** - The system allows the operator to create an area on the screen where the own ship will be maintained, changing the centering point on the ECDIS. This allows for the true motion of the own ship to be limited to this area if other areas of the chart display are being used for planning or monitoring.

T/S State of Michigan 2012 Repair

4) NAVIGATION TOOLS

- a) **Navigation Marks** - Up to one hundred (100) adjustable position marks for highlighting points of interest can be added to chart. These can be either carried with own ship or dropped at a fixed position.
- b) **Mariner Objects (User Layer Editing)** - Mariner objects can be created to be geographically referenced or appended to a specific chart.
- c) **Variable Range Markers (VRM)** - Two provided variable from 0.0 nm to 96 nm displayed on screen. Accuracy better than 1% of range scale in use or 25m, whichever is greater. Both may be off-centered and dropped or carried in stabilized modes.
- d) **Electronic Bearing Line (EBL)** - Two provided, variable in 0.1° increments, accuracy $\pm 1^\circ$. Both may be off-centered, dropped or carried.
- e) **Electronic Range & Bearing Line (ERBL)** - VRM function merged with the EBL function.
- f) **Routes** - Can be created, edited, safety checked and monitored. Saved to USB for use elsewhere and/or copied for use on other vessels.
- g) **The following types of routes plan are available:**
 - 1) Temporary Plan- these can be created and executed at any time; temporary plans are not saved to the database
 - 2) External Route Plans
 - 3) Internal Route Plans
- h) **Range Rings** - 0.025 nm to 16 nm with accuracy of 1% or 25m whichever greater.
- i) **Parallel Index Lines** - Index lines can be created, displayed, and stored in sets of up to five lines. The lines are fully adjustable in range and bearing and can be stored internally. The lines can be transferred for use on other VMFT systems.
- j) **Parallel Cursor** - Two types provided - full cursor and half cursor. Both types are centered on CCRP and are available on all presentation modes, all motion modes and on all range scales.
- k) **Lat Long Grid** - In all motion modes and stabilization modes.
- l) **Units** - Ranges are normally shown in statute miles while other units are able to be changed by the operator.

5) SENSORS

- a) Sensors must be compatible with IEC 61162-1 & IEC 61162-2
- b) Serial Inputs RS232 RS422
- c) Network multicast sensor acquisition
- d) Accepts the majority of gyro and serial compass inputs.
- e) An alternative "special compass" option is available for 1:1, 36:1, 90:1, 180:1 compasses.

T/S State of Michigan 2012 Repair

- f) Serial Compass inputs must be better than 50Hz message rate for radar overlay.
- g) Pulse Log Input

6) OTHER FEATURES

- a) **Universal Electronic Chart Manager** - To be designed to work with broad range of vector charts, including S57, S-63, C- Map, PRIMAR.
- b) **Tracked Target Input** - The system allows for multiple targets to be displayed on the ECDIS from various target sources.
- c) **AIS Targets** - Allows for AIS targets to be displayed on the chart and for AIS alarms to be displayed and acknowledged from the ECDIS.
- d) **Target Correlation** - The system will correlate targets from local and external sources and correlate tracked targets with AIS targets.
- e) **User Settings** - The multiple individual user preferences for display such as custom chart settings and safety depths can be stored locally and transferred to other systems by use of USB or network.
- f) **Ihelp** - The system incorporates an extensive context sensitive help facility. The system includes quick help facilities and extended help facilities, which includes access to the operator manuals.

A) Vision Master FT 25.5 inch ECDIS ~~Kit System~~ consisting of:

- 1. ~~23.1~~ 25.5 Flat Panel Display – Deck Mounted
- 2. PCIO
- 3. ECDIS Computer
- 4. Standard Compass Interface
- 5. AIS Interface
- 6. Chart Interface – C Map, USCG S-57 and or ARCS
- 7. UPS -110VAC
- 8. Inkjet Printer

B) Remote Displays

- 1. Three (3) - 23.1” Flat Panel Displays
- 2. One (1) - 19” Flat Panel Display
- 3. Four (4) - Monitor Shock Mounts
- 4. Video Expander: SVGA – Six (6) Ports
- 5. Cable Jack Kit

C) **OPTION: VisionMaster FT 25.5 inch Total Watch (Radar-ECDIS) Software Module consisting of:**

- 1. ~~23.1~~ 25.5 Color Display – Deck Mounted
- 2. ECDIS Computer
- 3. PCIO

T/S State of Michigan 2012 Repair

4. Standard Compass Interface
5. AIS Interface
6. Chart Interface – C Map, ARCS, and or USCG S-57
7. UPS – 110VAC
8. 150mm Plinth
9. Printer – Inkjet

5.2 The contractor shall consult with the Chief Engineer concerning necessary power sources for the entire installation.

5.3 The contractor shall install metal cable markers on all cables and conductors. The contractor is to provide all necessary cable (both power and signal), stuffing tubes, bulkhead penetrations, stainless steel banding to complete this work item.

5.4 The contractor shall provide eight (8) hours of (OEM) training on the new system to the ship's Chief Engineer and Captain.

5.5 The contractor shall provide three copies of all maintenance and operational manuals to the Chief Engineer.

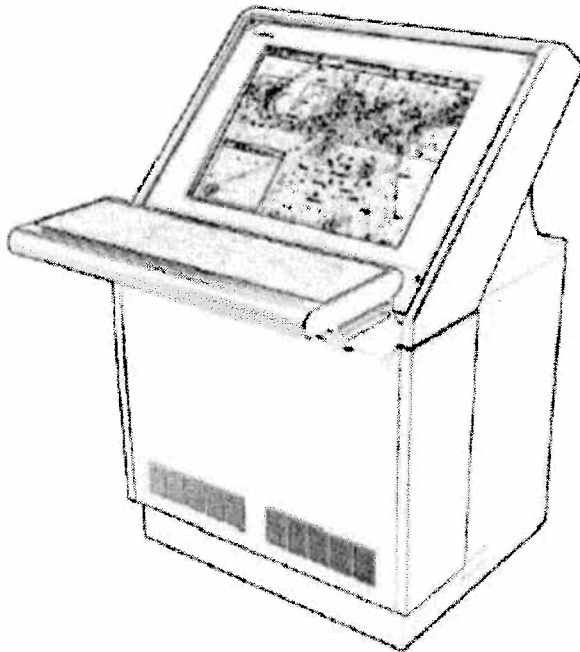
5.6 The contractor shall repair or replace all removed paneling and other interferences disturbed by the installation of this system back to original condition or better.

5.7 The contractor shall leave all work areas clean and orderly to the satisfaction of the vessel's Captain at the completion of this work item.

6.0 Notes: None

7.0 Deliverables: Three copies of the OEM operators and maintenance technical manuals to the Chief Engineer.

VisionMaster FT 25.5" Deckstanding ECDIS



DISPLAY OPTIONS

25.5" Hi Resolution Flat Panel
Secondary Viewer/VDR Output
AIS on Radar:
(AIS to be supplied separately)
Radar Overlay:
Track Control:
Speed Pilot:

INTERFACING

Ship's Mains: 92 - 27

A UPS is required if the ECDIS is
Approved applications.

Compass Input:

Standard: Steppe
Special (Option FF5): 1:1, 36

When used with radar overlay No
analogue compass input. (If a se
recommends a minimum update

Serial I/O: (9 Inpu

Compass & Display Calibration (i
Depth, AIS, Nav Data, Track Tab

Analogue I/O: (Option

+/-10V, 4-20mA, for Rudder Order
Bow Thrusters, etc.

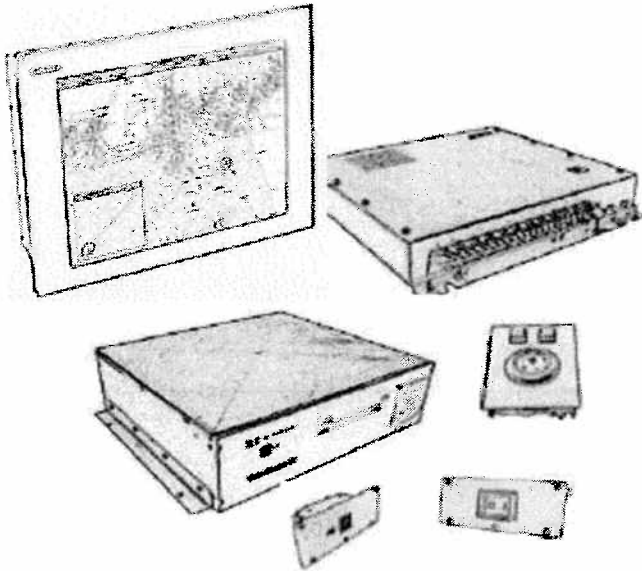
Alarm Relay:

Configurable Remote Alarm
Vigilance Alarm
System Available Alarm

USB Interfaces:

Version 1.1 or 2.0. - Security Key

VisionMaster FT 25.5" Kit Format ECDIS



DISPLAY OPTIONS

25.5" Hi Resolution Flat Panel |
Secondary Viewer/VDR Output
AIS on Radar:
(AIS to be supplied separately)
Radar Overlay:
Track Control:
Speed Pilot:

INTERFACING

Ship's Mains: 92 - 27

A UPS is required if the ECDIS is
Approved applications.

Compass Input:

Standard: Stepper

Special (Option FF5): 1:1, 36

When used with radar overlay N
analogue compass input. (If a se
recommends a minimum update

Serial I/O: (9 Inpu

Compass & Display Calibration (
Depth, AIS, Nav Data, Track Tal

Analogue I/O: (Optio

+/-10V, 4-20mA, for Rudder Ord
Bow Thrusters, etc.

Alarm Relay:

Configurable Remote Alarm

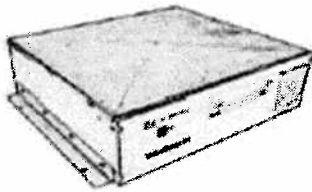
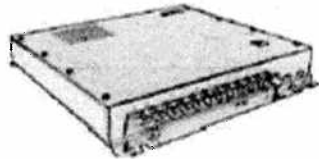
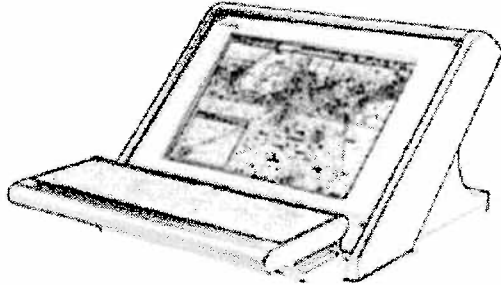
Vigilance Alarm

System Available Alarm

USB Interfaces:

Version 1.1 or 2.0. - Security Key

VisionMaster FT 25.5" Tabletop ECDIS



DISPLAY OPTIONS

25.5" Hi Resolution Flat Panel Monitor:
Secondary Viewer/VDR Output:
AIS on Radar:
(AIS to be supplied separately)
Radar Overlay:
Track Control:
Speed Pilot:

INTERFACING

Ship's Mains: 92 - 276V AC, 47
A UPS is required if the ECDIS is used for S
Approved applications.

Compass Input:

Standard: Stepper & 360:1
Special (Option FF5): 1:1, 36:1, 90:1 &
When used with radar overlay NGSM recom
analogue compass input. (If a serial compas
recommends a minimum update rate of 50Hz.

Serial I/O: (9 Inputs -2 dedic
Compass & Display Calibration (dedicated), I
Depth, AIS, Nav Data, Track Table, Track C

Analogue I/O: (Optional with eig
+/-10V, 4-20mA, for Rudder Order, Rudder F
Bow Thrusters, etc.

Alarm Relay:

Configurable Remote Alarm
Vigilance Alarm
System Available Alarm

USB Interfaces:

Version 1.1 or 2.0. - Security Keys/Tokens, T

David Garrett
Manager, Business Development
Navigation Systems
Northrop Grumman, Sperry Marine

Phone: 434 974 2452
Mobile: 251 604 7113
eFax: 251 545 4124

TABLE OF CONTENTS

COMMERCIAL CLAUSES

1	52.212-1 Instructions to Offerors--Commercial Items (Feb 2012)	3
2	52.212-3 Offeror Representations and Certifications - Commercial Items (Apr 2012)	7
3	52.212-4 Contract Terms and Conditions--Commercial Items (Feb 2012)	21
4	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 2012)	26

SECTION E INSPECTION AND ACCEPTANCE

E-1	Delegation of Inspection and Acceptance (Aug 2005)	33
1252.217-73	Inspection and Manner of Doing Work (Aug 2005)	33

SECTION G CONTRACT ADMINISTRATION DATA

G.1	Invoice Submission Instructions	36
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SECTION H -- Special Contract Requirements

H.1	MCL.H-11 DISPOSITION OF REMOVED EQUIP AND SCRAP	37
H.2	MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR	37
H.3	MCL.H-13 SUPERVISION	39
H.4	MCL.H02 SUPPLEMENTAL WORK REQUESTS	39
H.5	MCL.H-3 INDEMNITY AND INSURANCE	42
H.6	MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)	42
H.7	MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	44
H-8	DOT CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS	49
H-9	Wage Rates	54

SECTION I – CONTRACT CLAUSES

I.1	52.252-2 Clauses By Reference (Feb 1998)	55
I.2	52.233-2 Service of Protest (Sep 2006)	55
I.3	1252.2233-71 Accident and Fire Reporting	56
I.4	1252.223-73 Seat Belt Use Policies and Programs	57
I.5	1252.242-73 Contracting Officer's Technical Representative	57
I.6	52.222-54 Employment Eligibility Verification (Jan 2009)	57

I.6	52.243-1 Changes--Fixed Price (Aug 1987) - Alternate I	60
SECTION J	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J.1	GENERAL CONDITIONS AND SPECIFICATIONS	61
SECTION L	Instructions, Conditions and Notices to Offerors	
L.1	52.237-1Site Visit	88

COMMERCIAL CLAUSES

1. 52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in [12.301\(b\)\(1\)](#), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any

time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

2. 52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) 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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) 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 service-disabled 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\(16\)](#).

“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.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) 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

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

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

“Women-owned small business concern” means a small business concern—

(1) 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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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 o is a women-owned business concern.

(9) *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: _____

(10) [*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 o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database

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 o has, o 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) o *Joint Ventures 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)(10)(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: _____.*]

(11) *HUBZone 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—

(i) It o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o 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 parts 60-1 and 60-2), or

(ii) It o 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 \$150,000.) 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or

manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.*

If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.*

If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements- Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (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 the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(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) *Listed end products.*

Listed End Product Listed Countries 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 any 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 has 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.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (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 (l)(3) through (l)(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)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

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

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

3. 52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes,

unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

4. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (MAY 2012)

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

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- ___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).
- ___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

- __ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (11) [Reserved]
- X__ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- __ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- _X_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- __ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X__ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X__ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- _X_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _X_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- _X_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- __ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- __ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- __ (iv) Alternate III (Mar 2012) of [52.225-3](#).
- __ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- __ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

__ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

X__ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 MCL.E-1 DELEGATION OF INSPECTION AND ACCEPTANCE****AUGUST
2005**

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

E.2 1252.217-73 INSPECTION AND MANNER OF DOING WORK (OCT 1994)

(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the

time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.

(e) The Contractor shall

- (1) Exercise reasonable care to protect the vessel from fire;
 - (2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.
 - (3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;
 - (4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;
 - (5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.
 - (6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;
 - (7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and
 - (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
 - (9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the COTR of the status of all valves closures and openings for which the contractor's workers were responsible.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
 - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
 - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or

workers.

(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

(End of clause)

SECTION G-- CONTRACT ADMINISTRATION DATA

G.1 INVOICE SUBMISSION INSTRUCTIONS

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

- (1) Electronic invoices shall be address to MARADinvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the following information: Name of Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e, financial institution, ABA routing#, account #)

- (2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P CR Invoices Branch
AMZ-160
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P CR Invoices Branch
AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

SECTION H -- SPECIAL CONTRACT REQUIREMENTS**H.1 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP****AUGUST
2005**

Any ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other movable property, removed from the vessel shall be and become the property of the Government and any ship's equipment, fuel, supplies, lube oil, stores, furniture, fixtures, salvage, scrap and other movable property so removed shall be disposed of in such manner as the Contracting Officer may direct, provided such direction is given to the Contractor within sixty (60) days from the date of the completion of the work. During said sixty (60) calendar days period such ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other moveable property shall be stored and protected by the Contractor without charge to the Government. If within sixty (60) calendar days such direction is not given to the Contractor, it shall, after said sixty (60) calendar days, store and protect the same in the Contractor's facility or outside of the Contractor's facility, at the Contractor's election, for the additional period directed by the Government. Such direction shall be covered by a change order, and the increased contract price for such additional storage shall be determined as provided in the changes provisions of this contract.

H.2 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR**AUGUST
2005**

(a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.

(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.

(c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.

(d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation,

any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessaries to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

(i) The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

H.3 MCL.H-13 SUPERVISION**AUGUST
2005**

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

H.4 MCL.H-2 SUPPLEMENTAL WORK REQUESTS**AUGUST
2005**

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Representative (COR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COR, provide the COR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COR and

contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.)(3.) through (c.)(6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.)(10.). In addition, the COR shall not authorize and the contractor shall not accept a supplemental work authorization from the COR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COR shall not authorize and the contractor shall not accept supplemental work authorizations from the COR that cannot be completed within the contract performance period.

(5.) If the COR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

- (1.) The COR shall authorize supplemental-work only during the period of performance of the contract.
- (2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.
- (3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.
- (4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).
- (5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.
- (6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.
- (7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.
- (8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.
- (9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the

supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COR shall not issue and the contractor shall not accept supplemental work authorizations from the COR that exceeds \$5,000.00.

H.5 MCL.H-3 INDEMNITY AND INSURANCE

**AUGUST
2005**

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.6 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

**AUGUST
2005**

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment,

stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$5 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

H.7 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE **AUGUST 2005**

The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

In performance of the work by the Contractor, the most recent edition of any applicable statute, regulation, standard, or code shall be in effect. Where a conflict among requirements or specifications exist, the most stringent requirements shall be utilized.

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

The term hazardous substance has the meaning ascribed to it by 42 U.S.C. §9601(14). The term hazardous materials has the meaning ascribed to it by 49 CFR 171.8. The term hazardous material, is as defined for hazardous chemicals in 29 CFR 1910.1200.

Specific Requirement Standards: ASBESTOS

(a) All of the handling, removal, storage, transportation and disposal work shall be done in strict compliance with all applicable Federal, State and local statutes, regulations, standards, and codes governing asbestos, asbestos abatement, asbestos disposal and any other trade work done in conjunction with asbestos abatement including, but not limited to:

- (1) Occupational Safety and Health Administration (OSHA):
 - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
 - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards
- Employment
 - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
 - Title 29, CFR, Section 1910.1200 Hazard Communication
 - Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)

- (2) Environmental Protection Agency (EPA)
Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants
(Asbestos) and Part 763 Asbestos.
Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards
for Shipbuilding and Ship Repair (Surface Coating)

- (3) Maritime Administration (MARAD)

Action Plan for the Control of Asbestos Exposures and Uses in MARAD Programs.

NOTE: This action plan is available upon written request to:

Maritime Administration,
Office of Management Services, MAR-310
400 Seventh Street, SW., Room 7225
Washington, D.C. 20590
ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

All of the handling, removal, storage, transportation and disposal work is to be done in strict compliance with all applicable Federal, State and local regulations, standards, and codes governing environmental compliance, including, but not limited to the following:

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40, Part 50, National Primary and Secondary Ambient Air Quality Standards

Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
Part 82, Protection of Stratospheric Ozone
Part 110, Discharge of Oil
Part 112, Oil Pollution Prevention
Part 117, Determination of Reportable Quantities for Hazardous Substances
Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
Part 261, Identification and Listing of Hazardous Waste
Part 262, Standards Applicable to Generators of Hazardous Waste
Part 279, Standards for the Management of Used Oil
Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
Part 302, Designation, Reportable Quantities, and Notification
Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,

Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,

Part 1910, Occupational Safety and Health Standards
Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction

4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
Subchapter C, Hazardous Materials Regulations

The Contractor shall be required to demonstrate a thorough knowledge of and satisfactory record of compliance with all applicable Federal, State and local environmental statutes, regulations, standards, codes and guidelines governing environmental compliance as part of the pre-award survey.

The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting, reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. In addition, the contractor shall be responsible for:

(a) conducting required laboratory testing;

- (b) maintaining any and all required records;
- (c) filing any and all reports required by Federal, State or local statute, regulation, standard or guidelines to be filed by the Generator of such waste or the holder of such permits, or numbers; and,
- (d) complying with all applicable Federal, State and local statutes, regulations standards, codes, or guidelines.

The Contractor shall provide all documentation to the COR pertaining to the sampling, analysis, storage, transportation and disposal of all wastes generated during the contract.

ENVIRONMENTAL MANAGEMENT PLAN

For all work performed, the Contractor shall submit to the designated MARAD COR or representative, an acceptable hazardous material and hazardous waste management plan to the COR within one week after award. An acceptable plan shall address, as a minimum, the following requirements:

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.
- E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.
- F. Training certification for the environmental compliance manager and respective employees.
- G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

H.8

**U.S DEPARTMENT OF TRANSPORTATION (DOT)
CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS
(NOVEMBER 2011)**

The following definitions are provided:

- “Agency Access” means access to DOT facilities, sensitive information, information systems or other DOT resources.
 - “Applicant” is a contractor employee for whom the contractor submits an application for a DOT identification card.
 - “Contractor Employee” means prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
 - “Identification Card” (or “ID card”) means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
 - “Issuing Office” means the DOT entity that issues identification cards to contractor employees.
 - “Local Security Servicing Organization” means the DOT entity that provides security services to the DOT organization sponsoring the contract.
1. Risk and Sensitivity Level Designations – For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

IF THE DESIGNATED RISK IS:

THE BACKGROUND INVESTIGATION IS:

Low	National Agency Check with Written Inquiries (NACI)
Moderate	Minimum Background Investigation (MBI)
High	Background Investigation (BI)

Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated “special sensitive,” “critical sensitive,” or “non-critical sensitive” will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

2. Pre-screening of Contractor Employees - The contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:
 - a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
 - b) Falsification of information entered on forms or of other documents submitted.
 - c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.
 - d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.

3. Citizenship and Alien Status - The contractor must monitor an alien’s continued authorization for employment in the United States. The contractor must provide documentation to the Contracting Officer or the Contracting Officer’s Representative during

the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

4. Background Investigation and Adjudication – The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (interoperable) cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.

5. Agency Access Denied – Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.

6. Identification Card Application Process - The COR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COTR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COR may request the issuing office to waive the six month eligibility requirement when it is in DOT's interest for contract performance.

The applicant must complete a DOT on-line application for a PIV card. For a non-PIV card, the applicant must complete and submit a hard copy of Form 1681 to the COR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in-person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in *Form I-9, OMB No. 1115-0136, Employment Eligibility Verification*. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

7. Identification Card Custody and Control – The contractor is responsible for the custody and control of all forms of government identification issued by DOT to contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The contractor must immediately notify the COR or, if the COR is unavailable, the CO when a contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment.

The contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the contractor employee. The contractor must ensure that contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of

an ID card. The contractor must immediately notify the COR or, if the COR is unavailable, the CO when an ID card is lost, stolen or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.

- a) Renewal: A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
- b) Lost/Stolen: Immediately upon detection, the contractor or contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the contractor to the local police, a copy of the police report must be provided to the COR or CO. From the date of notification to DOT, the contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.
- c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

8. Surrender of ID Cards – Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.

Use of This Clause - The contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

H.8 WAGE RATES

The applicable Service Contract Act Wage Determination for this solicitation can be downloaded from the following web address: <http://www.wdol.gov/wdol/scafiles/std/05-2271.txt>

SECTION I -- CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

(End of clause)

Clause	Title	Date
1252.70	Guarantee	May 2005
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-7	Anti-Kickback Procedures	October 2010
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification	November 2011

I.2 52.233-2 SERVICE OF PROTEST (SEPTEMBER 2006)

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Marie Casse, Contracting Officer, Maritime Administration, Hale Boggs Building, 500 Poydras St., Suite 1223, New Orleans, LA 70130-3396

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

I.3 1252.223-71 ACCIDENT AND FIRE REPORTING

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

**I.4 1252.223- SEAT BELT USE POLICIES AND PROGRAMS
73**

APRIL 2005

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section of NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

(End of clause)

**I.5 1252.242- CONTRACTING OFFICER'S REPRESENTATIVE
73**

**OCTOBER
1994**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

I.6 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

**JANUARY
2009**

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

(End of clause)

I.7 52.243-1 Changes—Fixed-Price.

As prescribed in [43.205\(a\)\(1\)](#), insert the following clause. The 30-day period may be varied according to agency procedures.

CHANGES—FIXED PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**J.1**

**GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR REPAIRS AND RENEWALS
TO THE T/S STATE OF MICHIGAN**

It is understood by the Contractor that the work herein specified is to be carried out expeditiously in a good and workmanlike manner and completed in all respects, leaving the vessel ready for sea; that material and workmanship used must be of the best marine quality throughout; that Contractor furnished material must generally conform in size, quality and details to those originally in the vessel; that repairs must, in every respect, be made under the supervision and entire satisfaction of the attending MARAD Surveyor, Chief Engineer, and the Representatives of the Regulatory Bodies.

It is further understood by the Contractor that all materials requiring tests shall be tested in accordance with the rules of the United States Coast Guard, The American Bureau of Shipping, and other applicable Bodies and must meet their requirements and that all costs for tests and inspections must be borne by the Contractor.

If any dispute or difference shall arise relating to or concerning these Specifications or the meaning thereof, the Contractor shall perform the disputed work in accordance with the written directions of the MARAD Surveyor without prejudice to the rights of the parties and specifically without prejudice to the rights of the Contractor for reimbursement.

Additional costs such as staging, man lifts, crane service, transportation, portable fire extinguishers, fire watches, removal and replacement of interferences, and daily removal of all debris caused by the work, etc. required to complete any work as described herein, shall be included in the item quotations forwarded in response to this specification.

Should the Contractor require the removal of any parts of the vessel or fittings, engines, fuel oil, stores, outfit, etc., the cost of such removal is to be borne by the Contractor and all such removals must be subsequently replaced and any damage resulting there from is to be made good by the Contractor at his expense. Should the Contractor require the removal of dirt, debris, etc., the Contractor shall remove same from the vessel at his expense.

All scrap and Contractor furnished surplus material occasioned by the repairs shall become the property of the Contractor unless otherwise specified herewith. Notwithstanding the foregoing, pumps, motors, and other machinery are to remain the sole property of the Government.

Any internal parts specified to be renewed which can be restored to their original condition by fairing, etc., also any parts specified to be removed for fairing which can be faired in place to the satisfaction of the MARAD Surveyor and the Regulatory Bodies will be accepted; on the other hand, any parts broken in removal, or fairing shall be renewed or replaced by the Contractor at his expense.

Any particulars in the Specification for the work involved are given for the guidance of the Contractor, who is however, to take his own particulars and dimensions, and to be responsible for same, as the intent of these Specifications are to renew and restore the vessel generally and specifically insofar as damage is concerned; and to repair the vessel in accordance with the attached Specification.

Each day, at a mutually agreed time, the representative of the Contractor shall meet with the MARAD Surveyor and his staff onboard the vessel, or as otherwise agreed, to present a status report and a working plan for the next 24 hours.

The Contractor shall have one single point of contact for this project. The contractor's POC shall attend the daily meetings.

No tanks, machinery, or equipment, opened up for repair or other purposes are to be boxed up or closed until inspected and accepted by the MARAD Surveyor or the vessel's Chief Engineer.

All work specified hereafter shall be inspected and approved by the MARAD Surveyor or the vessel's Chief Engineer.

New work that is to be added or modified to this contract shall be the subject of a contract modification. All contract changes shall be agreed to in writing by the Contractor and the Contracting Officer (contract modifications) prior to undertaking the modification. Such agreement shall specifically set forth the change, if any, in the completion date of the project.

MARAD reserves the right to perform normal overhauls, repairs, and maintenance throughout the vessel by using their own crews, while the vessel is at the Great Lakes Maritime Academy facility located in Traverse City, MI.

MARAD reserves the right to engage sub-contractors to perform work, furnish services and/or materials not covered by the specifications. The Contractor shall permit employees of such sub-contractors access to the vessel for such purpose.

Should MARAD advise the Contractor in writing of any failure to conform to the standards of the trade and all applicable Regulatory Bodies or defective material or workmanship provided by the Contractor in performance of the work required by the Specification such defects shall be corrected by the Contractor at his expense.

All quotations must include Contractor's time line schedule (Gantt chart) of production and repair activities stating number of days required to complete all items as listed in the proposed work specification. A work planning chart including the number of planned shifts per day as well as the daily manning per specification item to accomplish this work must be supplied.

SPECIAL NOTE: The Contractor must furnish individual costs in the tender for each work item contained in the attached specification. Additionally, the Contractor must advise of any anticipated Holidays occurring during the expected contract period.

Invoicing and Payments: Any goods or services provided as a result of a contract resulting from this solicitation are subject to acceptance by the Marad Surveyor or vessel's Chief Engineer. As a condition of payment the Contractor must provide proof of receipt and acceptance of the goods, or services provided. Such proof shall be in the form of the MARAD Surveyor or Chief Engineer's signature affixed to the original invoice, acknowledging receipt and acceptance, as well as the agreed amount payable. No invoice shall be considered proper, until such acceptance is received, and the original invoice is forwarded by the Contractor to the address indicated on the purchase order. All invoices must provide line item detail in order to be considered proper supports.

Ten percent (10%) retainage shall be withheld from all invoices paid under this contract until such time as the contract is considered complete and closed, at which time the Contractor as part of his final invoice can invoice for the retained balance. A contract shall not be considered complete and closed until all goods and services have been received and accepted, all deliverables and reports required by the contract have been received and accepted, and any/all disputes arising out of this contract have been resolved and agreed.

Notice of General Precaution

Contractor shall provide continuously adequate protection of the work, Government property, and adjacent property, and take all necessary precautions to free the work place from recognized hazards which are likely to cause death, illness, or injury to persons or damage to the property.

The Contractor shall cause all its employees, subcontractors, agents, and others under the contractor's control entering the vessel to perform the work in connection therewith, to comply with all applicable health, safety, labor and environmental laws, ordinances, rules and regulations. This shall include, but not be limited to, applicable standards of United States, the United States Coast Guard, Local and Municipal Authorities and The U.S. Department of Transportation. It should be noted that the vessel in question is a Public Vessel, therefore in addition to normal commercial practices, the Contractor must attest to its compliance with the Federal Acquisition Regulations Flow Down Clauses.

The Maritime Administration shall not be required to police contractors to comply with any of the fire, health, safety, labor or environmental rules, laws, regulations, or orders generally referred to herein and shall not establish or confirm any regulations or orders. The Maritime Administration does, however reserve the right to bring to the attention of the contractor issues related to apparent failure to comply with any such fire, health, safety, labor or environmental rules, laws, regulations, or orders generally referred to herein, and the contractor must take immediate action to correct, or respond to such issues as appropriate.

The safe, proper, and lawful handling, storage, removal and disposal of hazardous material and asbestos, as well as hazardous, regulated or special waste are the responsibility of the Contractor. The Contractor must determine for itself whether work specified in this specification requires the removing, storage, handling, or disposal of hazardous material, special, regulated or hazardous

waste and include the price in the proposal. The Contractor shall be considered the generator and shall provide the MARAD Surveyor all documentation pertaining to the sampling, analysis, and disposal of all wastes generated during this contract.

All confined spaces, tanks, vessels, strainers, etc., with limited natural ventilation are to be provided with forced ventilation prior to entry. These spaces must be certified Safe for Workers by the marine chemist before entry. If hot work is to be performed, the marine chemist shall certify that the space is "Safe For Hot Work" as covered elsewhere in this specification to the contractors account.

Contractor shall furnish and maintain sufficient temporary lights to ensure the affected spaces are adequately lit providing a safe effective working environment.

All work required to be accomplished in this contract shall be completed at the current location of the vessel. The current location of the vessel is at the Great Lakes Maritime Academy, Traverse City, MI. The physical address of the campus is 715 East Front Street Traverse City, MI 49686. The contractor's employees and sub contractors shall have with them, at all times while working onboard the vessel, a government issued identification card (TWIC), or state issued drivers license. The contractor shall follow all policies and procedures set forth by the University and Marad concerning safety and security. The contractor and his sub contractors will be required to check in with crew personnel upon arriving and departing the vessel daily.

DEFINITIONS:

The following terms shall have meanings as listed below throughout the General Conditions and the Specifications for activation, repairs, and renewals to the Training Ship State of Michigan;

- “AS ORIGINAL” means a condition meeting the original system and manufacturer’s design.
- “AS APPROVED” or “TO THE APPROVAL” or “FOR APPROVAL” or “AS DIRECTED” or “AS REQUIRED” are used without further qualification, indicating the decision of the MARAD Surveyor is required. Where an item is required to be submitted for approval, work shall not proceed until notification of approval is received. In the event the item is not approved, rationale will be provided and work shall not proceed until a satisfactory and mutually agreeable resolution has been resubmitted and approved.
- “CFE” and “CFM” identify Contractor Furnished Equipment and Material and are used interchangeably.
- “CONTRACTOR” identifies the shipyard or topside repair company holding the prime contract for the work supplied in this Specification.
- “DETACH” or “DISCONNECT” mean to disconnect all attachments to the unit to enable the unit to be moved. All attachment points shall be tagged, identified, blanked, and protected to facilitate reinstallation. Work items do not necessarily identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting a detachment and subsequent movement.
- “GOOD MARINE PRACTICE” means construction to soundly conceived and engineered detailed working plans, prepared by the Contractor, incorporating the specified components and utilizing recognized shipbuilding construction and testing methods to ensure that the completed ship conforms to specification requirements. Inspection by the MARAD Surveyor is for the purpose of verifying the proper function of the Contractor’s quality assurance measures and is not considered a substitute for in-process control of quality by the Contractor.
- “GFE” or “GFM” identify Government Furnished Equipment and Material and are used interchangeably.
- “GOVERNMENT” or “MARAD” means the U. S. Government, including the U. S. Maritime Administration or its authorized representative.
- “INSTALL” or “EXTEND” or “MODIFY” mean that the Contractor shall provide the piece of equipment, material or system to be installed and shall provide the materials, structural supports and labor to attach, connect and test the equipment or systems to effect a finished fully operational installation complete in all aspects.

When new material or equipment is not specified by type, the material or equipment shall be identical to the existing. When “install” is used with reference to GFE, all conditions of the above definition except the requirement to provide the specific piece of equipment are applicable.

Work items do not necessarily identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting the installation by temporarily removing, reinstalling, or relocating interferences. The Contractor shall temporarily remove, permanently relocate, alter, and reroute all

interferences, including but not limited to ductwork, piping, wireways, fixtures, insulation, joiner linings, equipment, furniture, etc. to facilitate fully operational installations and modifications covered by this Specification. In the event that piping, ductwork, equipment, joiner linings, etc., must be temporarily removed to facilitate new or modified work, the Contractor shall subsequently reinstall same in an “as original” condition.

- “INTERFERENCE” means that a pipe system, ductwork, equipment, joiner bulkhead or lining, wireway, structural member, access opening, or other object(s), equipment, system, or components that must be removed and reinstalled, relocated, modified, or designed around to facilitate the repair, or installation of new or modified equipment or systems.
- “LABOR AND MATERIALS” means labor, material, plant facilities, supervision, services, equipment, and all other resources required to accomplish the specified work.
- “MANIFESTS” are the official shipping document forms originated and signed by the generators, transporters, and operators of the hazardous waste disposal facility as required by Federal, State, and Local Authorities.
- “MODIFY” means to provide materials, services, and labor to change or alter the item or system resulting in a finished and fully operational modified installation complete in all respects. The term “MODIFY” implicitly includes all requirements of “REMOVE AND INSTALL”.
- “OFE” or “OFM” identify Government Furnished Equipment and Material and are used interchangeably with “GFE” or “GFM”.
- “OR EQUAL” means that components or equipment shall be equivalent in terms of performance, services required, compatibility with interrelated systems and arrangements and supportability over the service life of the components or equipment. In the case of component or equipment substitution for those components or equipment noted on the Contract Guidance Drawings or Specification, the Contractor shall submit a written request delineating the design and the performance data on both the specified and substituted piece of equipment for MARAD Surveyor approval and if approved, the Contractor shall take full contractual and technical responsibility for ensuring installation of components or equipment, or both, and compatibility with interrelated systems.
- “REFURBISH” means to detach, temporarily remove, disassemble, clean reassemble the unit, equipment, or system using new screws, bolts, gaskets, and replacement parts and to reinstall and test the unit, equipment, or system to demonstrate proper function to the manufacturer’s tolerances. The reinstalled refurbished unit, equipment, or system shall be fully operational and complete in all aspects.
- “REGULATORY BODY” or “REGULATORY BODY REQUIREMENTS” mean the American Bureau of Shipping or a Federal or International Regulatory Agency or an organization which is authorized by the agency to perform delegated regulatory functions on its own behalf.
- “REINSTALL” means that the Contractor shall provide all material and labor to install a piece of equipment, material or system after the equipment, material or system was temporarily removed, relocated, modified, or refurbished.
- “RELOCATE” means to provide all labor, material to detach the unit equipment, or system and to reinstall the same unit, equipment, or system at a new or modified location.

- “REMOVE” or “RIP OUT” means to provide all labor and materials to disconnect, detach, and transfer the unit, equipment, materials, and system in its entirety off the ship. All removed materials shall be disposed of in accordance with the MARAD Surveyor’s directions. Part of removal process is to blank openings, remove brackets, hangers, foundations, etc. and to restore all removed items including re-insulation and paint touch up to “as original” condition.
- “REMOVE AND REPLACE INTERFERENCES” shall be construed to mean that the Contractor shall provide all labor, material and equipment necessary to remove, modify if required, material and equipment that cause interference in the way of intended installation, or removal path of an equipment, and replace or reinstall in the “as original” condition. Individual Specification items do not necessarily identify interferences to be resolved. The Contractor shall be totally responsible in the performance of the Specification for the identification and resolution of interferences necessary to complete the work required by this Specification. All open ends left as a result of these removals shall be suitably protected to prevent any and all contaminants from entering the system or piece of equipment.
- “REPLACE” or “RENEW” mean to remove the existing unit, equipment, or systems, including all interferences and to install a new unit, equipment or system which is either identical to or equal to that which was removed; the installation shall include at a minimum all hook-up, supports, and adapters which are required to effect a fully operational installation complete in all respects.
- “TAG OUT” means a procedure to both notify personnel that tagged-out equipment, components, or systems are either isolated or not in a normal operating condition, and is done as a means to prevent injury to personnel, improper operation, or damage to a tagged-out equipment, components or systems.
- “TEMPORARY REMOVAL” or “TEMPORARILY MOVE” means to provide all labor and materials to disconnect and remove the unit, equipment or system from its initial location and to reinstall the same unit, equipment, or system whether in the same location or elsewhere on the ship as described in the Specification.
- “UPGRADE” means to increase the capability of the item to the current state of practice at the time the work is accomplished.

VESSEL PARTICULARS

OWNERS: United States Government

OWNER'S GENERAL AGENT: NONE ASSIGNED FOR THIS CONTRACT

Port of Registry: Traverse City, MI

Call Sign:	WMAP
USCG Official No.	003458
ABS I.D. No.	8502561
IMO No.	8835451
Designation	Training Vessel
LOA	224 ft
Beam	43 ft
Draft	20 ft
Gross	1914 Tons
Main Engine	Diesel Electric
Horse Power	1600 SHP

Work Item (CLIN's)	Description
01	Install Door Trim
02	Repair Stores Crane
03	Replace FRC Fendering
04	Remove GMDSS
05	Install BNWAS
06	Install ECDIS
07	Overhaul Start Air Compressors
08	Supplemental Labor
09	Supplemental Material

CLIN 001

Title: Install trim and joiner work for all weather deck doors.

1.0 Abstract: Replace all joiner work removed during weather door replacement.

2.0 Location: Throughout the vessel at eleven locations.

3.0 References: None

4.0 Government Furnished Equipment/Material: Removed door trim.

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall provide and install all necessary joiner work that was removed, damaged, or modified during the removal and reinstallation of the new weather deck doors located on all levels of the vessel. There are eleven locations to be dealt with. The doors were installed by others under a separate contract last fiscal year. The new doors are of different dimensions than those removed and therefore the surrounding joiner work and overhead panels must be modified to fit. The contractor shall take receipt of the removed door frame trim from the Chief Engineer and utilized the removed trim to the maximum extent possible.

5.2 The following amounts are approximate quantities of various materials needed and are provide as guidance only. The contractor shall determine the exact type, amount, square footage, etc. prior to purchasing final materials to accomplish this work item.

- 5.2.1 Bulkhead insulation 2 inch thick by approximately 35 square feet.
- 5.2.2 Overhead panels (white) approximately 60 square feet.
- 5.2.3 Bulkhead paneling approximately 50 square feet of ½ inch hard face fireproof wood paneling.
- 5.2.4 Bulkhead paneling approximately 40 square feet of 10 gauge steel.
- 5.2.5 Approximately 25 feet of panel mounting channel.
- 5.2.6 Approximately 30 square feet of 18 gauge stainless sheet metal.
- 5.2.7 Various fasteners normally used to fasten the above materials in a marine environment.
- 5.2.8 Approximately 35 feet of deck tile coving strip black in color.

5.3 The contractor shall remove existing and provide and install approximately 40 square feet of poured deck covering. Color is to match existing deck. Main area of damage is the port aft corner of the vessel's classroom.

5.4 The contractor shall remount all switches; pull alarms, cable runs, etc in their original locations. All electrical items have been temporarily mounted by the ship's crew and are functioning. No electrical work, other than mounting, is anticipated during the accomplishment of this work item.

5.5 The contractor shall fair in all new work to that of existing to the greatest extent possible. The contractor shall not leave any large gaps between the new work and the existing. The contractor shall leave all work areas cleaned to the satisfaction of the vessel's Captain and Chief Engineer.

6.0 Notes: None

7.0 Deliverables: None

CLIN 002

Title: Repair and Weight test the Stores Crane.

1.0 Abstract: Install new block and wire on crane and weight test.

2.0 Location: 01 level center line.

3.0 References: Allied Marine Crane manuals located onboard. Model TB9-37

4.0 Government Furnished Equipment/Material:

- 1 each main block and hook
- 1 each anti-two block switch
- 2 each proximity switches
- 1 each load cell with load indicator

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall take receipt of the GFM listed above from the vessel's Chief Engineer.

5.2 The contractor shall tag out of service the vessel's stores crane using the ship's tag out procedure while the crane is being repaired.

5.3 The contractor shall remove to scrap the existing crane hook block, wire rope cable, load cell, proximity switches, anti too block switch, and load indicator.

5.4 The contractor shall install all the provided GFM onto the crane. The contractor shall provide and install new hook block wire rope cable. The new cable shall be ½ inch in diameter by 200 feet long consisting of EIPS 8x9 IWRC wire having a 23,400 pound breaking strength. The contractor shall provide to the ship's Captain/Chief Engineer copies of the mill certifications and breaking strength tests pertaining to the new wire cable. The contractor shall remove and NDT (non destructive test) 25 % of the slew bearing bolts. The bolts shall be cleaned and lubricated prior to reinstallation. Any fasteners failing the NDT test shall be replaced with new and will be the subject of a contract delivery order. Three copies of the NDT reports shall be given to the ship's Chief Engineer to be kept in the ship's records.

5.5 The contractor shall conduct a certification weight test of the crane upon completion of the part renewals and repairs to the satisfaction of the attending ABS surveyor and the vessel's Chief Engineer. The contractor shall use the manufacturer's technical manual as guidance for the weight test. The contractor shall provide copies of the current calibration data pertaining to the load cell or other instruments to be used for the weight test. The ABS surveyor

is not to attend for class certification, but to act as a third party witness to the weight test.

6.0 Notes: The contractor shall provide 5 day notice to the Chief Engineer prior to the scheduled weight test to arrange for ABS surveyor presence.

7.0 Deliverables: Three copies of the wire rope mill certifications to be delivered to the Captain/ Chief Engineer. Three copies of the weight test certification. Three copies of the calibration data from the instruments to be used for the weight test. Three copies of the NDT reports concerning the crane's slew bearing bolts.

CLIN 003

Title: Replace the fendering on the Fast Rescue Boat.

1.0 Abstract: Remove and replace with new the Fast Rescue Boat fendering.

2.0 Location: 02 level starboard side

3.0 References: Manufacturer's technical manual and the fender installation directions.

4.0 Government Furnished Equipment/Material: One complete fendering system

5.0 Work Description: The contractor must provide all necessary labor, equipment and material to accomplish the following work:

5.1 The contractor shall take receipt of the new GFM fendering system from the Chief Engineer and install same on the ship's fast rescue boat.

5.2 Then contractor shall remove the existing fendering system currently mounted on the fast rescue boat to scrap. The contractor shall take care not to damage the boat's hull during the removal. The contractor shall have the option to remove the boat from the ship and transport to a shore side repair facility or accomplish the repair in place.

5.3 The contractor shall follow the fendering system manufacturer's instructions as to how to install the new fendering.

5.4 The contractor shall feather in and touch up any hull coatings disturbed, exposed, or damaged by this repair.

5.5 The contractor shall return the boat to the ship, if remove ashore, and stow it in the original boat cradle and davit.

5.6 The contractor shall leave the boat in a ready for operation condition upon the completion of this work item.

5.7 The contractor shall complete all work and clean up of the work area to the satisfaction of the ship's Captain and Chief Engineer.

6.0 Notes:

6.0 Deliverables:

CLIN 004

Title: Remove the GMDSS radio unit from the vessel.

1.0 Abstract: Remove the GMDSS radio equipment from the vessel.

2.0 Location: Navigation and flying bridge decks.

3.0 References: GMDSS technical manual located onboard.
ABS and USCG rules and regulations (latest versions)
IEEE 45 standards for marine electrical equipment

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall tag out all electrical power going to the Furuno GMDSS radio console, printers, batteries, and antennas prior to beginning work. The tag out log is controlled by the Chief Engineer.

5.2 The contractor shall remove, to scrap, the entire GMDSS radio system including, but not limited to, the radio units, printers, wiring (both electrical and signal), antennas, mounting foundations etc. The contractor shall pull back and terminate at the first distribution panel all electrical cable in accordance with the rules and regulations required by USCG, ABS, and IEEE 45 standards. All stuffing tubes shall be sealed and packed with the proper packing. All signal cable shall be removed from the antenna to the radio unit. All stuffing tubes shall be sealed and packed with the proper packing. All cableways that are broken to remove affected cables shall be rebanded using the proper size and type of banding. Tie wraps are not to be considered as banding.

5.3 The contractor shall remove all foundations currently used by the GMDSS equipment. Any deck coverings damaged or exposed by this removal are to be repaired using the same type and color of deck covering in the immediate area.

5.4 The contractor shall notify all required agencies that the GMDSS unit has been removed from the vessel and all registrations are to be terminated.

5.5 The contractor shall develop an in use antenna drawing for this vessel. The drawing is to indicate the use and location of all necessary antennas needed to keep the vessel operational in accordance with all USCG rules and regulations. The contractor shall remove all unnecessary (not in use) antennas from the vessel to scrap. Prior the any removals the contractor shall get the Captain's concurrence with the drawing and proposed removals. Antenna removal is to include removing all electrical and signal cabling back to the source and sealing all remaining stuffing tubes and other penetrations created by these removals. All stuffing tubes and penetrations are to be properly sealed and made safe and watertight. The contractor shall remove, to scrap, all

unnecessary antenna foundations that are affected by this work item.

5.5 The contractor shall leave the work areas clean and orderly to the satisfaction of the vessel's Captain and Chief Engineer.

6.0 Notes: None

7.0 Deliverables: Three copies of the vessel's antenna layout drawing, after removals, to the vessel's Captain and Marad Surveyor.

CLIN 005

Title: Provide and install a Bridge Navigation Watchstanders Alarm System

1.0 Abstract: Provide and install a new BNWAS system on the bridge.

2.0 Location: Navigation Bridge and Captain's stateroom.

3.0 References: SOLAS chapter V / Regulation 19 (latest version)
IMO resolution MSC.128 (75)
ABS Type Approved BNWAS
USCG rules and regulations (latest version)
IEEE 45 electrical standards (latest version)
2010 International Performance Standards for BNWAS (IEC 62616)

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall provide and install an ABS type approved Bridge Navigation Watch Alarm System on the vessel in accordance with IMO resolution MSC.128 (75). The installed system must comply with latest version of SOLAS chapter V / Regulation 19 concerning the newly required BNWAS system.

5.2 The contractor shall contact the vessel's Chief Engineer in determining the electrical power source for the installation.

5.3 The contractor shall procure a system that at a minimum shall have the following features:

5.3.1 A single cable for all sensors and detectors

5.3.2 The ability to accept different voltages.

5.3.3 Integral sensors on the controller eliminating the need to install cabling for remote sensors.

5.3.4 Simplified installation instructions with illustrations.

5.3.5 Have the option to be console or bulkhead mounted.

5.3.6 Contain a main alert panel, remote alert panel, and a watch alert panel for 2nd and 3rd stage alarms.

5.3.7 Contain independent battery backup.

5.3.8 Designed to have minimum maintenance.

5.4 The contractor shall tag all new conductors with metal cable tags denoting power source.

5.5 The contractor shall obtain concurrence from the ship's Captain concerning locations

of all alarm/response panels prior to final installation.

5.6 All electrical cabling shall be installed and banded in accordance with USCG and IEEE 45 regulations and standards.

5.7 The contractor shall demonstrate the operation of the system to the vessel's Captain and Chief Engineer upon completion of this work item. The contractor shall deliver to the Chief Engineer sufficient quantities of the OEM recommend spares for this system that would normally be consumed in two years of use.

5.8 The contractor shall replace all damaged interferences made during this installation with new of same type, style, color, and quality as existing.

5.9 The contractor shall leave the work areas in a clean and orderly fashion to the satisfaction of the ship's Captain/Chief Engineer.

6.0 Notes: None

7.0 Deliverables: The copies of the equipment operator's and maintenance manuals to the Chief Engineer. Sufficient spares for two years operation as determined by the OEM of the system. Three copies of the ABS type approval certificate. Three copies of the USCG approval certificates.

CLIN 006

Title: Provide and install a new ECDIS.

1.0 Abstract: Install a new ECDIS on the navigation bridge.

2.0 Location: Navigation Bridge.

3.0 References: Solas regulation V/19 and V/27
ABS rules (latest version)
ABS equipment type approval
USCG regulations (latest version)
IEC 61174 ed.3 ECDIS requirements and testing
IEEE Std. 45 Practice for Electrical Installations Shipboard

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall procure, install, and test a new ABS type approved ECDIS computer system on the navigation bridge in a location acceptable to the Captain of the vessel. The contractor shall supply an Ironmaster FT ECDIS with Total Watch. The system shall consist of the following:

- 1) ECDIS 23" Kit Format (23" Flat Panel Display)
 - a) Monitor Type: Flat Panel LCD
 - b) Screen Size: 23.1"
 - c) Three (3) - Remote Displays: 23.1"
 - d) One (1) - Remote Display: 19.0"
 - e) Resolution: 1280 x 1024
 - f) Contrast Ratio: 600:1 Typical
 - g) Light Intensity: 250 cd/m² Typical
 - h) Power Supply Input: AC 92-276V, 47 -64Hz
 - i) Consumption: 310W max.
 - j) Human Interface: Trackball
 - k) Storage Media: Hard Disk & USB Memory Stick
 - l) Video Splitter – 3 Channel
 - m) Other features: RGB Output for VDR or secondary monitor.
 - n) Environmental Specifications: IEC60945

2) DISPLAY FEATURES

- a) Split Screen Capability - Permits two (2) independent charts to be shown simultaneously or display of two different chart scales for areas of interest.
- b) Movable Picture in Picture - Innovative feature allowing viewing specified areas at a user defined size on ECDIS display.
- c) Display Chart Scales - Manual, automatic and compilation display scales ranging from 1:8,000,000 to 1:500.

- d) Zooming - The custom zooming box allows for quick scale changes to an operator specified area.
- e) Off-Centering - User selectable maximum view ahead, re-centering, panning, offsetting and GoTo lat/lon positioning.
- f) Presentation Modes - Stabilized: North Up & Course Up.
- g) Daylight & Night Presentation Modes - The system has five distinct presentation color modes designed to give optimum usability from bright daylight through dusk and night operation. Can change color mode on all nodes simultaneously. The relative brilliance of certain features sets (for example VRM/ERBL) can be individually preset and adjusted by the operator.
- h) Electronic Cursor - Read out of range/bearing, reciprocal bearing, lat/long and Time To Go to cursor position.

3) OWN SHIP FEATURES

- a) Consistent Common Reference Point (CCRP) - The system makes use of a reference system known as CCRP for sensor position and navigation data.
- b) Own Ship Presentation - Displayed as a fully scaled profile on short ranges and a circle on long ranges. CCRP is marked on the profile.
- c) Own Ship History Tracks - Plots of selected and non-selected position sensors on the chart simultaneously to show own ship past position and sensor error.
- d) Heading Line & Beam Line - HL is shown from CCRP to edge of video display. Can also be shown as a stern line. Beam line also available.
- e) Own Ship Vector (course over ground) - Arrow indicating own ship vector with length corresponding to distance based upon current speed and current vector time. Vector tick marks can be shown at one minute intervals.
- f) Predicted Vector - On screen planning and monitoring of constant radius turn. The feature is available in all motion modes and stabilization modes.
- g) Predicted Ship & Path - Predicted own ship profile and swept area displayed for planning and monitoring purposes based on constant radius turn.
- h) Safety Checking - Own Ship safety checking and alarming is available based on operator variable limits.
- i) Custom Ship Box - The system allows the operator to create an area on the screen where the own ship will be maintained, changing the centering point on the ECDIS. This allows for the true motion of the own ship to be limited to this area if other areas of the chart display are being used for planning or monitoring.

4) NAVIGATION TOOLS

- a) Navigation Marks - Up to one hundred (100) adjustable position marks for highlighting points of interest can be added to chart. These can be either carried with own ship or dropped at a fixed position.
- b) Mariner Objects (User Layer Editing) - Mariner objects can be created to be geographically referenced or appended to a specific chart.
- c) Variable Range Markers (VRM) - Two provided variable from 0.0 nm to 96 nm displayed on screen. Accuracy better than 1% of range scale in use or 25m, whichever is greater. Both may be off-centered and dropped or carried in stabilized modes.

- d) Electronic Bearing Line (EBL) - Two provided, variable in 0.1° increments, accuracy $\pm 1^\circ$. Both may be off-centered, dropped or carried.
 - e) Electronic Range & Bearing Line (ERBL) - VRM function merged with the EBL function.
 - f) Routes - Can be created, edited, safety checked and monitored. Saved to USB for use elsewhere and/or copied for use on other vessels.
 - g) The following types of routes plan are available:
 - 1) Temporary Plan- these can be created and executed at any time; temporary plans are not saved to the database
 - 2) External Route Plans
 - 3) Internal Route Plans
 - h) Range Rings - 0.025 nm to 16 nm with accuracy of 1% or 25m whichever greater.
 - i) Parallel Index Lines - Index lines can be created, displayed, and stored in sets of up to five lines. The lines are fully adjustable in range and bearing and can be stored internally. The lines can be transferred for use on other VMFT systems.
 - j) Parallel Cursor - Two types provided - full cursor and half cursor. Both types are centered on CCRP and are available on all presentation modes, all motion modes and on all range scales.
 - k) Lat Long Grid - In all motion modes and stabilization modes.
 - l) Units - Ranges are normally shown in statute miles while other units are able to be changed by the operator.
- 5) SENSORS**
- a) Sensors must be compatible with IEC 61162-1 & IEC 61162-2
 - b) Serial Inputs RS232 RS422
 - c) Network multicast sensor acquisition
 - d) Accepts the majority of gyro and serial compass inputs.
 - e) An alternative "special compass" option is available for 1:1, 36:1, 90:1, 180:1 compasses.
 - f) Serial Compass inputs must be better than 50Hz message rate for radar overlay.
 - g) Pulse Log Input
- 6) OTHER FEATURES**
- a) Universal Electronic Chart Manager - To be designed to work with broad range of vector charts, including S57, S-63, C- Map, PRIMAR.
 - b) Tracked Target Input - The system allows for multiple targets to be displayed on the ECDIS from various target sources.
 - c) AIS Targets - Allows for AIS targets to be displayed on the chart and for AIS alarms to be displayed and acknowledged from the ECDIS.
 - d) Target Correlation - The system will correlate targets from local and external sources and correlate tracked targets with AIS targets.
 - e) User Settings - The multiple individual user preferences for display such as custom chart settings and safety depths can be stored locally and transferred to other systems by use of USB or network.

- f) Ihelp - The system incorporates an extensive context sensitive help facility. The system includes quick help facilities and extended help facilities, which includes access to the operator manuals.
- A) Vision Master FT ECDIS Kit System consisting of:
1. 23.1" Flat Panel Display – Deck Mounted
 2. PCIO
 3. ECDIS Computer
 4. Standard Compass Interface
 5. AIS Interface
 6. Chart Interface – C Map, USCG S-57 and or ARCS
 7. UPS -110VAC
 8. Inkjet Printer
- B) Remote Displays
1. Three (3) - 23.1" Flat Panel Displays
 2. One (1) - 19" Flat Panel Display
 3. Four (4) - Monitor Shock Mounts
 4. Video Expander: SVGA – Six (6) Ports
 5. Cable Jack Kit
- C) OPTION: Vision Master FT Total Watch (Radar-ECDIS) Software Module consisting of:
1. 23.1" Color Display – Deck Mounted
 2. ECDIS Computer
 3. PCIO
 4. Standard Compass Interface
 5. AIS Interface
 6. Chart Interface – C Map, ARCS, and or USCG S-57
 7. UPS – 110VAC
 8. 150mm Plinth
 9. Printer – Inkjet

5.2 The contractor shall consult with the Chief Engineer concerning necessary power sources for the entire installation.

5.3 The contractor shall install metal cable markers on all cables and conductors. The contractor is to provide all necessary cable (both power and signal), stuffing tubes, bulkhead penetrations, stainless steel banding to complete this work item.

5.4 The contractor shall provide eight (8) hours of (OEM) training on the new system to the ship's Chief Engineer and Captain.

5.5 The contractor shall provide three copies of all maintenance and operational manuals to the Chief Engineer.

5.6 The contractor shall provide to the Chief Engineer the OEM recommended spares that would normally be consumed in a two year operating cycle.

5.6 The contractor shall repair or replace all removed paneling and other interferences disturbed by the installation of this system back to original condition or better.

5.7 The contractor shall leave all work areas clean and orderly to the satisfaction of the vessel's Captain at the completion of this work item.

6.0 Notes: None

7.0 Deliverables: Three copies of the OEM operators and maintenance technical manuals to the Chief Engineer. Two years of operating spares per OEM recommendation delivered to the Chief Engineer.

CLIN 007

Title: Overhaul the main diesel Start Air *Compressors*.

1.0 Abstract: Disassemble and overhaul the two start air compressors.

2.0 Location: Main generator room forward bulkhead.

3.0 References: Kellogg American compressor technical manual onboard.
Kellogg American compressors model 352TV
Baldor electric motors 2.5 HP

4.0 Government Furnished Equipment/Material: 2 each OEM overhaul kits.

5.0 Work Description: The contractor must provide all necessary labor, equipment, transportation, and material to accomplish the following work:

5.1 The contractor shall tag out the start air compressors using the ship's tag out log out system controlled by the Chief Engineer.

5.2 The contractor shall take possession of the two Kellogg American overhaul kits from the vessel's Chief Engineer. The contractor shall verify all parts needed for the overhaul are contained in the kits. The contractor shall note that the kits contain complete assembled valves that are to be installed as an assembly.

5.3 The contractor shall disconnect mechanically and electrically the compressor drive motors (2) and remove to a qualified shore side motor repair facility. The contractor shall disassemble the electric motors, clean, dip and bake windings, balance rotating element, and reassemble the motors using new bearings.

5.4 The contractor shall perform a high potential test of the motor windings before and after the winding dip and bake. The findings of this test shall be given to the Chief Engineer along with copies of the final balance results.

5.5 The contractor shall disassemble both air compressors and clean all parts. The contractor shall record all critical measurements and provide a typed report to the Chief Engineer. All parts requiring replacement or repair that are not covered by the GFM kit will be subject to a contract delivery order.

5.6 The contractor shall reassemble the compressors using the GFM parts and new fasteners and gaskets where required. The contractor shall reinstall the removed electric motors using new fasteners. The contractor shall provide and install new all necessary drive belts servicing both compressors.

5.7 The contractor shall fill the compressors with new oil. The new oil shall be provided by the ship's crew.

5.8 The contractor shall operationally test the compressors through three cycles to ensure zero leaks and to prove to the Chief Engineer the output air pressure and the start and stop cutout switches operate in accordance with the manufacturer's technical manual.

5.9 The contractor shall ensure the belt guards are securely fastened and surrounding work areas are left in a clean orderly fashion to the satisfaction of the Chief Engineer.

6.0 Notes: None

7.0 Deliverables: Threes copies of the balance and potential reports concerning the electric motors. Three copies of the air compressor critical measurements delivered to the Chief Engineer.

CLIN 0008

Title: Supplemental Labor

1.0 Abstract: Provide supplemental labor as deemed necessary for emergent work.

2.0 Location: Throughout the vessel.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 Provide two hundred fifty (250) man hours of labor for use in accomplishing emergent work as directed by the Marad COTR. Supplemental labor rate (bid labor rate) shall be fully burdened composite rate applicable all skilled and unskilled yard-wide labor that may be ordered by the Marad COTR. All emergent work will be issued via contract delivery order.

6.0 Notes: None

7.0 Deliverables: None

CLIN 0009

Title: Supplemental Materials

1.0 Abstract: Provide supplemental materials deemed necessary for emergent work.

2.0 Location: Throughout the vessel.

3.0 References: None

4.0 Government Furnished Equipment/Material: None

5.0 Work Description: The contractor to provide all necessary labor, equipment and material to accomplish the following work:

5.1 The Contractor shall provide ten thousand (\$10,000) dollars of supplemental material due to emergent work that may be ordered by the Marad COTR. All emergent material orders will be issued via contract delivery order. Contractor mark up on materials will not be allowed.

6.0 Notes: None

7.0 Deliverables: None