

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 18
2. CONTRACT (Proc. Inst. Ident.) NO. DTMA-91-C-2012-0016		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. MA-PR612-20120044	
5. ISSUED BY	CODE 00091	6. ADMINISTERED BY (if other than Item 5)		CODE 00091
U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001		

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) IMSSCO, INC 1500 SW 5TH ST FORT LAUDERDALE FL 33312-7507		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
		ITEM

CODE 796189538	FACILITY CODE	11. SHIP TO/MARK FOR	CODE 00091-PROLCG	12. PAYMENT WILL BE MADE BY	CODE AMZ-160 (US. MAIL)
		ProLog Staging Facility ProLog, Inc. 1253 Jensen Drive Suite 100 Virginia Beach VA 23451-5887		MARAD A/P INVOICES P.O. BOX 25710 OKLAHOMA CITY OK 73125	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (1)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$356,007.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
19A. NAME AND TITLE OF SIGNER (Type or print) MARY RICHMAN, CFO	20A. NAME OF CONTRACTING OFFICER Benedict J. Burnowski
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA

BY 	19C. DATE SIGNED 8/15/2012	BY 	20C. DATE SIGNED 8/29/12
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

IMSSCO, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Upgrade Previously Purchased Portable Foam Applicators PFA-95 for the School Ship PFA-95 REQUIRED ANNUAL SERVICING.</p> <p>Quotation No. 2012-IM-0730-271 and 2012-IM-0731-271 Delivery: 5 Days After Award Accounting Info: 70xR161710-2012-96980SAF00-1261000000-24020-61006600-7012616980SAF0 FOB: Destination Period of Performance: 08/13/2012 to 11/30/2012</p>				
0001	<p>Installation of new Ratio Controller Knobs (Part No. 0502-09C) for forty-eight (48) PFA-95 units currently located at the PROLOG Virginia Beach (VA) warehouse facility. See attached Quote and Statement of Work in supporting documentation for additional information. Obligated Amount: \$3,750.00</p>				3,750.00
0002	<p>Estimated Travel costs (air/car/per diem) to PROLOG Virginia Beach (VA) Receiving Facility as specified in attached Statement of Work. Per diem as per applicable GSA rates. Obligated Amount: \$3,625.00</p>				3,625.00
0003	<p>Installation of new Ratio Controller Knobs (Part No. 0502-09C) for forty-eight (48) PFA-95 units located at the PROLOG Virginia Beach (VA) warehouse facility. See attached Quote and Statement of Work in supporting documentation for additional information. Obligated Amount: \$3,750.00</p>				3,750.00
0004	<p>Estimated travel expenses (air/car/per diem) from IMSSCO Facility, Ft. Lauderdale FL to PROLOG Virginia Beach (VA) Receiving Facility and return, as specified in attached Statement of Work and IMSSCO quote. Obligated Amount: \$3,625.00</p>				3,625.00
0005	<p>Upgrade sixty-four (64) previously purchased PFA-95 nozzles to specification(s) set forth in the attached Statement of Work. Obligated Amount: \$85,952.00 Continued ...</p>	64	EA	1,343.00	85,952.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
IMSSCO, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Upgrade sixty-four (64) previously purchased PFA-95 units with replacement Foam Bladder Jackets to specification(s) set forth in the attached Statement of Work. Obligated Amount: \$108,032.00	64	EA	1,688.00	108,032.00
0007	Upgrade forty-five(45) previously purchased PFA-95 nozzles to specification(s) set forth in the attached Statement of Work. Obligated Amount: \$60,435.00	45	EA	1,343.00	60,435.00
0008	Upgrade forty-five(45) previously purchased PFA-95 units with replacement Foam Bladder Jackets to specification(s) set forth in the attached Statement of Work. Obligated Amount: \$75,960.00	45	EA	1,688.00	75,960.00
0009	Estimated shipping costs from: 1) IMSSCO Ft. Lauderdale (FL) Facility to PROLOG Virginia Beach (VA) Receiving Facility, 2) Shipment of Foam Bladder Jackets to and from South Carolina subcontractor, and 3) Shipment of PFA-95 nozzles to and from machine shop. Obligated Amount: \$10,878.00 The total amount of award: \$356,007.00. The obligation for this award is shown in box 15G.				10,878.00

Statement of Work
2012 PFA-95 UPGRADES

The Contractor (IMSSCO) will provide services as necessary to fully upgrade and warrantee, in accordance with the IMSSCO Warranty below, Fleet and Spare PFA-95 units as follows:

- A. Travel to PROLOG's Virginia Beach, VA Facility and install new ratio controller knobs, as per instructions within this Statement of Work, in the forty eight (48) previously upgraded PFA-95 units currently in the custody of the PROLOG Virginia Beach, VA Facility. Once this task is completed PROLOG will ship the upgraded units to the vessels listed below, where they will be exchanged with the PFA-95 units currently onboard, which will then be subsequently shipped to PROLOG's Virginia Beach, VA Facility. Task not to exceed sixteen (16) hours (i.e. two working days), commencing upon arrival of IMSSCO personnel at PROLOG Virginia Beach, VA Facility to completion.

Ship Manager: Crowley Technical Management – 11 Ships

CAPE WASHINGTON
CAPE WRATH
CAPE TAYLOR
CAPE TEXAS
CAPE TRINITY
CAPE INTREPID
CAPE ISLAND
CAPE INSCRIPTION
CAPE ISABEL
WRIGHT
CURTISS

Ship Manager: Marine Transport Lines (MTL) - 5 Ships

CAPE DUCATO
CAPE DECISION
CAPE DOUGLAS
CAPE DIAMOND
CAPE DOMINGO

NOTE: CAPE EDMONT will exchange with itself, at a later time, because there are three (3) upgraded units and three (3) units requiring upgrade onboard.

- B. Once PROLOG receives return-units from Crowley and MTL ships (minus CAPE EDMONT), the IMSSCO Representative will travel to PROLOG's Virginia Beach, VA Facility and install new orifice plates in the forty eight (48) otherwise already upgraded PFA-95 units held by PROLOG. Once this task is completed PROLOG will ship the upgraded units to the vessels listed below, where they will be exchanged with the PFA-95 units currently onboard that require upgrading, which will then be subsequently shipped to PROLOG's Virginia Beach, VA Facility. Task not to exceed sixteen (16) hours (i.e. two working days), commencing upon arrival of IMSSCO personnel at PROLOG Virginia Beach, VA Facility to completion.

Ship Manager: Interocean American Shipping (IAS) - 10 Ships

GOPHER STATE
FLICKERTAIL STATE
CORNHUSKER STATE
BELLATRIX
ALTAIR
PACIFIC COLLECTOR
PACIFIC TRACKER
CAPE HORN
CAPE HUDSON
PETERSBURG

Ship Manager: Patriot Contracting Services (PCS) – 3 Ships

ADM WM M. CALLAGHAN
CAPE ORLANDO
CAPE HENRY

Ship Manager: Pacific Gulf Marine (PGM) – 3 Ships

KEYSTONE STATE
GEM STATE
GRAND CANYON STATE

- C. Once accumulated by PROLOG from Fleet returns and all other sources, PROLOG will ship sixty (60) PFA-95 units, requiring upgrade, received from the vessels listed above plus additional units from sources listed on the following page, to the IMSSCO Facility en bloc for annual tests and inspections and for complete maintenance and upgrades, including new orifice plates. IMSSCO will also upgrade two (2) additional units that they previously

received from GENERAL RUDDER, for a ***total of sixty-two (62) units***. Annual tests and inspections and upgrades will be in accordance with the instructions below. Upon completion of upgrades, **Contractor will ship sixty-two (62) fully upgraded and warranted PFA-95 units to PROLOG's Virginia Beach, VA Facility**. Task not to exceed sixteen (16) weeks for completion, commencing upon receipt of equipment at IMSSCO facility, Ft. Lauderdale, FL until return shipment of all upgraded equipment from IMSSCO to PROLOG's Virginia Beach, VA Facility.

Ship Manager: Marine Transport Lines (MTL) - 1 Ship - 3 Units

CAPE EDMONT (three PFA-95 units requiring nozzle and foam bladder jacket upgrade)

Ship Manager: Patriot Contracting Services (PCS) – 2 Ships - 6 Units

CAPE FLATTERY (no exchange of PFA-95 units due to scheduled downgrade to NDRF)

CAPE FAREWELL (no exchange of PFA-95 units due to scheduled downgrade to NDRF)

Division of Atlantic Operations (DAO) Warehouse - 3 Units

- D. Once the upgraded PFA-95 units, addressed in Paragraph “C” above, are received by PROLOG from IMSSCO, PROLOG will then ship forty-five (45) PFA-95 units (three units per ship) to the ships listed below, where they will be exchanged with the PFA-95 units currently onboard that require upgrading, which will then be subsequently shipped to PROLOG's Virginia Beach, VA Facility.

Ship Manager: Keystone Shipping Services, Inc. – 11 Ships

CAPE RACE

CAPE RAY

CAPE RISE

CAPE KENNEDY

CAPE KNOX

CAPE VICTORY

CAPE VINCENT

POLLUX

REGULUS

ANTARES

DENEbola

Ship Manager: Ocean Duchess – 4 Ships

CAPE MAY

CAPE MOHICAN

ALGOL

CAPELLA

- E. Once accumulated by PROLOG from Fleet returns, PROLOG will ship the remaining forty-five (45) PFA-95 units to the IMSSCO Facility en bloc for annual tests and inspections and for complete maintenance and upgrades, including new orifice plates. Annual tests and inspections and upgrades will be in accordance with the instructions in the following section. Upon completion of upgrades, Contractor will ship the forty-five (45) fully upgraded and warranted PFA-95 units to PROLOG's Virginia Beach, VA Facility, thus completing all required upgrades, tests, and inspections for all PFA-95 units, thus completing all required upgrades, tests, and inspections for all PFA-95 units. Task not to exceed sixteen (16) weeks for completion, commencing upon receipt of equipment at IMSSCO facility, Ft. Lauderdale, FL until return shipment of all upgraded equipment from IMSSCO to PROLOG's Virginia Beach, VA Facility.

DELIVERABLES

1. Travel to PROLOG's Virginia Beach, VA Facility and install new ratio controller knobs, as per instructions within this Statement of Work, in the forty eight (48) previously upgraded PFA-95 units currently in the custody of the PROLOG Virginia Beach, VA Facility. Task not to exceed sixteen (16) hours (i.e. two working days), commencing upon arrival of IMSSCO personnel at PROLOG Virginia Beach, VA Facility to completion of task.
2. Travel to PROLOG's Virginia Beach, VA Facility and install new orifice plates in the forty eight (48) otherwise already upgraded PFA-95 units received by PROLOG from Crowley and MTL ships (minus CAPE EDMONT). Task not to exceed sixteen (16) hours (i.e. two working days), commencing upon arrival of IMSSCO personnel at PROLOG Virginia Beach, VA Facility to completion of task.
3. Contractor will upgrade sixty (60) PFA-95 units, received from PROLOG that originated from the vessels listed in Section "C" above plus additional units from sources also listed in Section "C". Upgrades shall include annual tests and inspections in addition to complete maintenance and upgrades, including new orifice plates. Contractor will also upgrade two (2) additional units that they previously received from GENERAL RUDDER, for a total of sixty-two (62) units. Annual tests and inspections and upgrades will be in accordance with the instructions below. Upon completion of upgrades,

Contractor will ship sixty-two (62) fully upgraded and warranted PFA-95 units to PROLOG's Virginia Beach, VA Facility. Task not to exceed sixteen (16) weeks for completion, commencing upon receipt of equipment at Contractor facility, Ft. Lauderdale, FL until return shipment of all upgraded equipment from Contractor to PROLOG's Virginia Beach, VA Facility.

4. Contractor will upgrade forty-five (45) PFA-95 units, received from PROLOG that originated from the vessels listed in Section "D" above. Upgrades shall include annual tests and inspections in addition to complete maintenance and upgrades, including new orifice plates. Annual tests and inspections and upgrades will be in accordance with the instructions below. Upon completion of upgrades, Contractor will ship forty-five (45) fully upgraded and warranted PFA-95 units to PROLOG's Virginia Beach, VA Facility. Task not to exceed sixteen (16) weeks for completion, commencing upon receipt of equipment at IMSSCO facility, Ft. Lauderdale, FL until return shipment of all upgraded equipment from IMSSCO to PROLOG's Virginia Beach, VA Facility.
5. The contractor (IMSSCO) shall provide written electronic notification to MARAD at the commencement and completion of the preceding deliverable items one (1) through four (4).

Instructions:

1. The contractor shall warrant that each PFA-95 is constructed in such a manner as to ensure compliance with U.S. Coast Guard approval specifications.
2. Each foam bladder jacket shall be tested for leakage, prior to shipment, by filling the jacket with 1% foam solution or equivalent and suspending it from a rack to hang free for ten (10) days. At the end of the first five (5) days, the jacket shall be inverted for the remaining five (5) days. The jackets shall be visually inspected on a daily basis for leaking.
3. Subsequent to the ten (10) day leak test, each jacket shall be thoroughly inspected for visual leaks and defects. Jackets successfully passing the ten (10) day test shall be cleaned and dried prior to packaging and shipment.
4. One week prior to the prospective shipment date, the contractor shall provide notification to the COTR as to the expected date of shipment.
5. The Manufacturer shall ensure that the upgraded PFA-95 Model Bronze (BR) USCG approved nozzle, as described in these Instructions, shall be provided as part of the PFA-95 outfitting in this purchase order. The upgraded nozzle shall not be altered with respect to form, fit or function. All parts shall remain interchangeable with the previous model supplied to MARAD RRF Ships. The upgraded nozzle shall be machined as described in the following text to allow for a 50% weight reduction (approximately) in the nozzle.



PFA-95 upgraded model now in production shall be supplied with all fifty (50) units.

6. The Manufacturer shall ensure that the upgraded PFA-95 Foam Bladder Jacket, as described in this Statement of Work, shall be provided as part of the PFA-95. The Foam Bladder Jacket shall be upgraded by changing the plastic thru-shell fitting to a solid brass marine type fitting for durability purposes and the Softened Polyvinylchloride collar bonded to the bladder cloth employing radio frequency bonding. This fitting passes through the jackets bladder cloth and provides a connection for the AFFF liquid supply flow to the ratio controller, which in turn provides the supply of AFFF to the self-educting nozzle.



The upgraded model, fitted with a solid brass marine type thru-shell fitting which the Softened Polyvinylchloride collar is radio frequency welded into place.

The manufacture shall perform the following work to reduce the weight of the existing 1st generation PFA-95 Bronze Nozzles:

1. Bumper Part: The bumper, with 12 grooves, is located at the front of the nozzle and grips. It controls the water spray pattern from straight stream to fog. The depth of these 12 grooves will be increased (approximately 5/16" deep by 1/2" wide).
2. Flush Ring Collar Part: The flush ring collar, with 12 grooves, is located behind the bumper part and controls the flushing mechanism parts. The depth of these 12 grooves will be increased (approximately 5/16" deep by 1/2" wide).
3. Bail Handle Part: The bail handle part located within the forward part of the nozzle controls the on-and-off water and/or foam solution. The handle shall be machined to create a recessed shape or groove of approximately 2" long by 1/4" wide by 1/4" depth.
4. Large Cam Part: The large cam is located at the front of the nozzle body. It contains the parts of the flushing mechanism. A section of the external body of the cam cylinder located adjacent to the cam groove shall be machined, leaving a recessed shape approximately 1/2" by 1/2" by 3/16" depth.
5. Pistol Grip: The pistol grip is located at the bottom end of the nozzle body. It allows the operator to hold the nozzle. Foam concentrate solution from the foam bladder jacket flows through this grip into the nozzle. Machining grooves approximately to the left and right side of the pistol grip leaves a recessed shape 3" long by 3/16" wide by 3/16" depth in the shape of a rectangle running from the top to bottom of the pistol grip. Machining a groove to back side of the pistol grip leaving a recessed shape approximately 3" long by 1/4" wide by 3/16" depth in the shape of a rectangle running from the top to bottom of the pistol grip.
6. Main Body: The main body of the nozzle supports the pistol grip, swivel, bail handle, internal ball valve sub assembly and flush ring collar. This cylinder shall be machined to reduce the outside diameter of this to approximately 1 3/4". Additionally, no less than 7 grooves are machined leaving a recessed shape 1/4" wide to 3/8" in depth in a direction running from the front to the end of the body in the remaining section of the existing body.

7. Swivel Part: The swivel part is located at the end of the main body of the nozzle and allows for the fire hose to be connected up to the nozzle. No less than 6 grooves of approximately 5/16" by width 1/2" running forward to back shall be machined into the swivel leaving the aforementioned recessed shapes.

PFA-95 FOAM BLADDER JACKET UPGRADE SPECIFICATIONS

PFA-95 Foam Bladder Jacket (p/n FBJ): The Foam Bladder Jacket is a vest in shape which supplies the PFA-95 self-educting nozzle with AFFF liquid and is worn by the ship's crew. The FBJ is Nomex cloth clad, containing a radio frequency bonded bladder and is filled on board ship by the crew members with 5 gallons of AFFF liquid through either of the two (2) fill nozzle ports located on the front top right and top left sides of the FBJ. The nipple is made of heavy duty marine grade brass and the collar is made of softened polyvinylchloride. This thru-shell fitting is radio frequency bonded into the FBJ bladder to prevent leaks. The nipple part is threaded internally to accept the male elbow part of the ratio controller sub-assembly.

Bill of Materials:

1. Foam Bladder Material: X5 3024 TM manufacturer certified for use with AFFF, color yellow or black
2. Nomex TM Cloth: III Aramid TM, color yellow
3. Webbing Nylon: 2" Mil W 40088, TYXXIV or equivalent, color black
4. Velcro: 2" Hook and Pile, color black
5. Thread: Nomex -Aramid or equivalent
6. Flange Collar Fittings: Two (2) at the AFFF liquid fill ports and one (1) at the thru-shell fitting, PVC compound – Softened Polyvinylchloride- Radio Frequency Bondable
7. Thru-shell Nipple Fitting: Marine Grade Brass – internal straight pipe threads
8. Hoses, Internal and foam pick up: Plastic flexible, reinforced, ruggedized.
9. Caps for Fill Ports: Heavy duty plastic for rugged use.
10. Tape: 2" reflective.
11. Plumbing and fastener accessories: Stainless Steel 300 series and/or marine grade brass and/or Delron TM.

The Manufacturer shall perform the following annual maintenance actions:

1. Verification of the Nozzle and Ratio Controller to be performed by visual inspection and calibration tools. The parts tolerances are not to exceed +/- 10 thousands of an inch.
2. Inspection for pitting.
3. Nozzle : When supplying a newly manufactured nozzle, the Manufacturer shall perform a cubic volume foam solution expansion test. The nozzle and foam bladder jacket (with ratio controller) are to be connected to a fire main hose lay. A foam flow solution is established at the nozzle and the foam solution collected in a hazmat container suitable for the test. Per

SOLAS 1974 as amended (SOLAS Part II-2 Reg.4.4.2). 53 cubic feet of expanded foam solution shall be produced per minute or at a lesser rate of time at the minimum maintained water pressure of 39 psi established at the fire main.

4. Nozzle Hydrostatic Pressure Test: Air pressurize (to 700 psi) the ball valve assembly in closed position and maintain a zero bubble for 60 seconds. Section 14 of UL 162 does allow for a slight weepage to obtain approval. To observe leakage, the front assembly of the nozzle is removed; a soapy solution is applied to the closed ball and bail handle fasteners.
5. PFA-95 RATIO CONTROLLER KNOB WITH ORIFICES P/N : 0502-09C
The manufacturer, IMSSCO Inc., shall replace existing Ratio controller knobs by installing Delrin™ Ratio Controller Knobs and the 1% orifice shall be at .169" diameter to suit Kiddie/NFI (UL 162 Listed) 1% liquid foam concentrate. Normal CNC mill and lathe practices for machining apply. The purpose of manufacturing these ratio controller knobs located as a part within the existing PFA-95 portable foam applicator ratio controller assembly is because the consistency and properties of the Kiddie A-FFF differs from the previous AFFF MARAD had supplied to their Ready Reserve Force Ships.

Nozzle and Ratio Controller: When supplying a newly manufactured nozzle, the Manufacturer shall perform a foam solution proportioning test. A digital baseline reading is established using a conductivity meter to read the AFFF solution (1 part AFFF solution mixed with 99 parts of water in a calibrated beaker). The nozzle and foam bladder jacket (with ratio controller) are to be connected to a fire main hose lay. A 60-second foam solution flow from the nozzle is directed into a hazmat container suitable for the test. A sample is taken and a reading is established by the conductivity meter. This reading is then compared to the baseline reading and confirms that the % orifice (hole) of the ratio controller is consistent. (Section 8 of UL 162 pertains to USCG Testing Requirements)

6. When located by inspection, the Manufacturer shall replace any deficient component and/or part deemed necessary for the recertification with the exception of assemblies, sub-assemblies, components and/or parts showing normal wear and tear or breakage/damage deemed not factory deficient by the Manufacturer as per the Manufacturer's Warranty (see appended warranty).
7. When dictated by inspection or test, the Manufacturer shall replace any or all consumable parts such as o-rings, gaskets, pins, fasteners, ball bearings, ball valve seats and ball bearings located within the hose connection swivel.
8. The Manufacturer shall perform lubrication of all moving and consumable parts as required.
9. The Manufacturer shall provide to MARAD'S Ready Reserve Force Safety Program Manager (COTR) a report of the actions taken as a result of this statement of work. This report shall include contract references, dates of service, serial numbers, quantities and shipping designation. The data shall be provided within 30 days after the servicing has occurred and the consignment shipped to designated location.

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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING

Materials ordered shall be packaged for delivery according to commercially accepted standards which provides for safe and secure delivery to the destination point describe below.

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

52.246-02 Inspection Of Supplies--Fixed Price August 1996

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.247-29 F.O.B. ORIGIN FEBRUARY 2006

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered--

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49CFR part 372).

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., *"This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"*; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative for the order is:

Adrian Jordan
 US Department of Transportation
 Maritime Administration MAR-612
 Division of Reserve Fleet
 1200 New Jersey Ave SE
 W23-484
 Washington, DC 20590

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<http://www.arnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.202-1	Definitions	(Jan 2012)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-13	Contractor Code of Business Ethics and Conduct	(Apr 2010)
52.203-6	Restrictions on Subcontractor Sales to the Government	(Sep 2006)
52.203-7	Anti-Kickback Procedures	(Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(Jan 1997)
52.204-7	Central Contractor Registration	(Feb 2012)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Award	(Feb 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Dec 2010)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(May 2012)
52.211-5	Material Requirements	(Aug 2000)
52.215-2	Audits and Records-Negotiation	(Oct 2010)
	Alternate I	(Mar 2009)
52.215-8	Order of Precedence Uniform Contract Format	(Oct 1997)
52.219-8	Utilization of Small Business Concerns	(Jan 2011)

52.219-28	Post-Award Small Business Program Rerepresentation	(Apr 2012)
52.222-3	Convict Labor	(June 2003)
52.222-19	Child Labor-Cooperation with Authorities and Remedies	(Mar 2012)
52.222-21	Prohibition of Segregated Facilities	(Feb 1999)
52.222-26	Equal Opportunity	(Mar 2007)
52.222-35	Equal Opportunity for Veterans	(Sep 2012)
52.222-36	Affirmative Action for Workers with Disabilities	(Oct 2012)
52.222-37	Employment Reports on Special Disabled Veterans	(Sep 2010)
52.222-50	Combating Trafficking in Persons	(Feb 2009)
52.223-3	Hazardous Material Identification and Material Safety Data	(Jan 1997)
52.223-6	Drug-Free Workplace	(May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.225-18	Place of Manufacture	(Sep 2006)
52.232-1	Payments	(Apr 1984)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	(Apr 2003)
52.232-2	Payments	(Apr 1984)
52.232-17	Interest	(Oct 2012)
52.232-23	Assignment of Claims	(Jan 1986)
52.232-25	Prompt Payment	(Oct 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	(Oct 2003)
52.233-1	Disputes	(July 2002)
	Alternate I	(Dec 1991)
52.233-2	Service of Protest	(Sep 2006)
52.233-3	Protest after Award	(Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(Oct 2004)
52.242-13	Bankruptcy	(July 1995)
52.243-1	Changes—Fixed Price	(Aug 1987)
52.244-5	Competition in Subcontracting	(Dec 1996)
52.244-6	Subcontracts for Commercial Items	(Dec 2010)
52.246-2	Inspection of Supplies-Fixed-Price	(Aug 1996)
52.246-16	Responsibility for Supplies.	(Apr 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service)	(Apr 1984)

SECTION J -- LIST OF ATTACHMENTS

Warranty:



IMSSCO, INC.

1500 SW 5th STREET,

FORT LAUDERDALE, FLORIDA U.S.A. 33312

TEL (954) 763-5297

FAX (954) 359-9692

E-mail IMSSCO@bellsouth.net

PFA-95 PRODUCT WARRANTY

- The PFA-95 unit components are warranted against defective workmanship or materials and not for normal wear and tear or improper use, for a period of one (1) year / twelve (12) months from date of receipt of the PFA-95 unit.
- This warranty is for the end-term user only and not valid when unauthorized repairs and/or tampering of the PFA-95 have been made or attempted.
- During the warranty period, the end-term user must advise IMSSCO Corporation or its distributor immediately, in writing, of any defects in the materials or parts thereof as soon as it comes to the attention of the end-term user.
- Delivery of the defective unit component shall be made within thirty (30) days of notification to IMSSCO Corporation or its distributor. The unit component shall be delivered in a satisfactory condition with any defectiveness clearly defined in a proper statement. This statement shall be faxed to IMSSCO Corporation or its distributor upon shipment and a copy of this statement shall accompany the defective unit component.
- Upon receipt of the defective unit component, IMSSCO Corporation has the right to inspect the defective unit component and, upon conclusion of the findings, will inform the end-term user directly or via its distributor, the results of the findings. This investigation will take approximately thirty (30) days.
- Temporary replacement unit component - During the investigation period, IMSSCO Corporation may authorize a replacement unit component to be sent to the end-term user either directly or from the inventory of the distributor at no charge to the end-term user.
- In the event that IMSSCO Corporation finds that the unit component is truly defective in materials or labor, IMSSCO Corporation will promptly replace the defective unit component at no cost to the end-term user. IMSSCO Corporation will have the right to permanently retain the defective unit component.
- All other taxes and local impositions are for the account of the end-term user.
- This is IMSSCO Corporation's only warranty. IMSSCO Corporation makes no other warranties of any kind, expressed or implied, including the merchantability and fitness for any other purpose.
- The remedies provided herein are the sole and exclusive remedies and IMSSCO Corporation shall not be liable for direct, special, incidental or consequential damages whether based on contract tort or other legal remedies. END.