

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PRSAR090288/0001  
 PAGE 1 OF 12

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 04/03/2009 4. ORDER NUMBER DTMA2P09068 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

**7. FOR SOLICITATION INFORMATION CALL:** a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY  
 DOT/Maritime Administration, SAR Acquisition  
 Office of Acquisition, MRG-7200  
 7737 Hampton Boulevard, Building 4D, Room 211  
 Norfolk, VA 23505  
 TEL: (757) 441-3245 ext.  
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 0.00% FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  8(A)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 NAICS: 33399  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
 See Line Item Detail and Shipping Detail  
**Attn:**

16. ADMINISTERED BY  
 DOT/Maritime Administration, Atlantic Division Acquisition  
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211  
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR  
 Westfalia Separator, Inc.  
 100 Fairway Court  
 Northvale, NJ 07647  
 TELEPHONE NO.(201) 767-3900 ext.

18a. PAYMENT WILL BE MADE BY  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Headquarters Invoices Branch AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA  
 See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$ 90,960.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  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 HEREIN.

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ Westfalia quote \_\_\_\_\_ OFFER  
 DATED 03/31/2009. 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  
 30b. NAME AND TITLE OF SIGNER (Type or print)  
 30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
  
 31b. NAME OF CONTR. Laurel Bishop  
 31c. DATE SIGNED 04/03/2009

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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>
	42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09068	<b>Title</b> SOM COWS UNIT	<b>Page</b> 3 of 12
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**Total Funding:** \$90,960.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	B107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									
25711	6100 6600										

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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NEEDED TO INCREASE FUNDING TO MEET BIDDERS QUOTATION.

0001	PROCURE COWS UNIT	0001	04/27/2009	1.00	JOB	\$85,000.000	\$ 85,000.00
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(04/03/2009 to 04/27/2009)

PROVIDE COWS UNIT IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK, CLIN 0001.

Ref Req No: PRSAR090288/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$85,000.00

0002	DELIVERY	0002	04/27/2009	1.00	JOB	\$1,300.000	\$ 1,300.00
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(04/03/2009 to 04/27/2009)

DELIVER COWS UNIT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CLIN 0002.

Ref Req No: PRSAR090288/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$1,300.00

0003	COMMISSION AND TRAIN	0003	04/27/2009	1.00	JOB	\$4,660.000	\$ 4,660.00
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(04/03/2009 to 04/27/2009)

COMMISSION THE UNIT AND TRAIN THE CREW IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK

Ref Req No: PRSAR090288/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$4,660.00

**Total Cost:** \$90,960.00

**Address Detail****Title**  
SOM COWS UNIT**Document Number**  
DTMA2P09068**Page**  
4 of 12**Shipping Addresses**

<b>Code</b>	<b>Detail</b>	<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/Maritime Administration, Atlantic Division <b>Addr:</b> STATE OF MAINE Maine Maritime Academy  Castine ME 04420 <b>Attn:</b> Joe Poltrack <b>Phone:</b> (207) 326-2421 ext. <b>Fax:</b> (207) 326-2121 ext.	0002	<b>Org:</b> DOT/Maritime Administration, South Atlantic Region <b>Addr:</b> STATE OF MAINE Maine Maritime Academy  Castine ME 04420 <b>Attn:</b> Joe Poltrack <b>Phone:</b> (207) 326-2421 ext. <b>Fax:</b> (207) 326-2131 ext.

**Invoice Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Christy Remington, Accounting Technician <b>Phone:</b> (405) 954-1693 ext. <b>Fax:</b> (405) 954-1270 ext.

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COMMERCIAL CLAUSES

1      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS**      FEBRUAR  
Y 2009

(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) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, 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:

\_\_\_ (1) 52.203-06, 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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (4) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (5) [Reserved]

\_\_\_ (6)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (7)(i) 52.219-07 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.

\_\_\_ (8) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (9)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

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\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (11) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (12)(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.

\_\_\_ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

X\_\_\_ (17) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X\_\_\_ (18) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

X\_\_\_ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X\_\_\_ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X\_\_\_ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

X\_\_\_ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X\_\_\_ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

\_\_\_ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (25) 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.)

\_\_\_ (26)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_(28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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\_\_\_(ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (29) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (30)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (31) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (32) 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).

\_\_\_ (33) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (35) 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)).

\_\_\_ (36) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X\_\_\_ (37) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (40) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (41)(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.]

\_\_\_ (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) (NOV 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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\_\_\_ (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) 52.237-11, 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 paragraphs (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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(viii) 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)).

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(ix) 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.).

(x) 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.).

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xii) 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)

## 2 STATEMENT OF WORK

### STATEMENT OF WORK

**Background and Intent:** The T.S. State of Maine is a U.S. Government owned training ship provided to the Maine Maritime Academy for the purpose of training young men and women for a career in the U.S. Maritime Industry. It is the intent of this SOW to procure and deliver a complete, IMO MEPC 107 (49) and USCG certified, Centrifugal Oily Water Separator (COWS) to be installed by the ship's crew. The unit shall be fully integrated requiring only the hook up of external piping and supply power to make it operationally complete.

**Location:** The Training Ship State of Maine is located at the Maine Maritime Academy, 1 Water Street, Castine, ME 04420.

**Delivery Date:** The vendor shall deliver the fully assembled Centrifugal Oily Water Separator (COWS) unit to the Training Ship State of Maine prior to April 27, 2009.

**Description:**

#### **CLIN 0001 - Procure Centrifugal Oily Water Separator (COWS)**

The vendor shall procure one, IMO MEPC 107 (49) and USCG certified, Centrifugal Oily Water Separator (COWS). The design and materials of the unit shall conform to the regulations of the U.S. Coast Guard and rules of the American Bureau of Shipping. The COWS unit shall be equal to or better in quality, functionality, and dependability than the Alfa Laval Ecostream TI or Westfalia WSD 8 Bilge Master "D" 1500 units. The unit shall be wired for operation on a 450 volt, 60 Hz supply. It shall be a fully integrated, self cleaning, centrifuge system capable of separating up to 1500 liters /hr of bilge water containing both oil and suspended solids. The process output (water) shall contain less than 15 ppm oil. The unit shall consist of a separator module (consisting of self cleaning separator and drive motor) a heating module (consisting of an electrical or steam heater), a feed pump module (consisting of the feed pump and motor), and a control and monitoring unit (consisting of all motor starters, process output ppm measurement, alarms and controls.) In addition, the unit shall consist of all other equipment considered part of the fully functioning and certified system such as absorption filter modules, sludge tank, and sludge transfer pump. The unit shall be supplied with one complete set of commissioning spares and 3 sets of manuals (which include all wiring schematics, operating procedures, maintenance and repair procedures and spare parts break down). In addition, the unit shall be supplied with one installation manual. The unit shall include a manufacturer's 12 month warranty covering freedom from defects in material and workmanship.

#### **CLIN 0002 - Delivery**

The vendor shall deliver the COWS unit to the Training Ship State of Maine located at its berth at the Maine Maritime Academy, 1 Water Street, Castine, ME 04420. The vendor's delivery price shall include all costs associated with delivery of the unit. These associated costs include, but are not limited to; freight, cartage, duties, and insurance. The ship's crew shall

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provide a forklift and forklift driver to assist in the unloading of the unit from the delivery truck. Delivery shall be made during normal working hours and at a predetermined date and time agreed upon by the Contracting Officer's Technical Representative. The delivery date shall be before April 27, 2009.

**CLIN 0003 - Commissioning and Training**

Following installation of the unit by the ship's crew, the vendor shall provide a factory trained technician to attend the T.S. State of Maine for a period of up to 3 days to perform the following: 1.) Verify that the installation was performed in accordance with the manufacturer's requirements. 2) Start-up and commission the unit. 3) Train the crew in the operation, maintenance and repair of the unit. The vendors quoted price for this CLIN should include all travel and per diem costs.

**3 INVOICE INSTRUCTIONS**

**INVOICE SUBMISSION - MARAD Division of Atlantic Operations (DAO)**

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

- (1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov), with copy to [MARADSARInvoices@dot.gov](mailto: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 contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the 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 SAR Invoices Branch  
AMZ-150  
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 SAR Invoices Branch  
AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

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