

<b>SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER PR SAR090272/0001	PAGE 1 OF 25
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 04/03/2009	4. ORDER NUMBER DTMA2P09069	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, Atlantic Division 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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0.00% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO DOT/Maritime Administration, Atlantic Division EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue  Bronx, NY 10465 Attn: Thomas Dowd			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 Sea Safety International, Inc.  10 Wood Avenue Secaucus, NJ 07094 TELEPHONE NO.(201) 330-3225 ext.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City, OK 73125		
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
	(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) \$ 11,134.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input 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 HEREIN.			29. AWARD OF CONTRACT: REF. <u>Sea Safety email</u> OFFER DATED <u>03/31/2009</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0004		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Eileen M. Williams</i>		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			Eileen M. Williams		04/03/2009

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

1. REQUISITION NUMBER  
 PRSAR090272/0001

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 04/03/2009 4. ORDER NUMBER DTMA2P09069 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, Atlantic Division 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:  
 SIZE STANDARD:

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

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO DOT/Maritime Administration, Atlantic Division  
 EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue  
 Bronx, NY 10465  
 Attn: Thomas Dowd

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 Sea Safety International, Inc.  
 10 Wood Avenue  
 Secaucus, NJ 07094  
 TELEPHONE NO.(201) 330-3225 ext.

18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P 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) \$ 11,134.00

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. Sea Safety email 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: 0001-0004

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  
 Eileen M. Williams 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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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> DTMA2P09069	<b>Title</b> EMP>ANNUAL INSPECT AND SERI	<b>Page</b> 3 of 25
--------------------------	---------------------------------------	---	------------------------

**Total Funding:** \$11,134.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	D107	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)
------------------	-------------	----------	--	----------	---------------	------------	---------------------------------

0001	ANNUAL SERVICE OF PORTABLE FIRE EXTINGUISHING EQUIPMENT	0001	04/01/2009 (04/06/2009 to 04/28/2009)	1.00	JOB	\$2,734.200	\$ 2,734.20
------	---	------	--	------	-----	-------------	-------------

Contractor to perform the annual inspect and service of portable CO2 fire extinguishing equipment as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$2,734.20

0002	ANNUAL SERVICE AND INSPECT OF FIXED CO2 EQUIPMENT	0002	04/01/2009 (04/06/2009 to 04/28/2009)	1.00	JOB	\$2,822.400	\$ 2,822.40
------	---	------	--	------	-----	-------------	-------------

The contractor shall perform the ANNUAL service and inspection of the FIXED CO2 fire fighting sys. as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$2,822.40

0003	ANNUAL SERVICE AND INSPECTION OF THE HALON SYSTEM	0003	04/01/2009 (04/06/2009 to 04/28/2009)	1.00	JOB	\$529.200	\$ 529.20
------	---	------	--	------	-----	-----------	-----------

The contractor shall preform the annual inspection and servicing of the HALON system as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$529.20

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09069	<b>Title</b> EMP>ANNUAL INSPECT AND SERI	<b>Page</b> 4 of 25
--------------------------	---------------------------------------	---	------------------------

**Total Funding:** \$11,134.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	D107	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)
------------------	-------------	----------	--	----------	---------------	------------	---------------------------------

0004	ANNUAL INSPECTION AND SERVICING OF THE Galley Range Hood fixed CO2.	0004	04/01/2009 (04/06/2009 to 04/28/2009)	1.00	JOB	\$88.200	\$ 88.20
------	---	------	--	------	-----	----------	----------

the Contractor shall perform the annual inspection and servicing of the Galley Range Hood fixed CO2 system as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$88.20

0005	SUPPLEMENTAL LABOR REQUIRED TO HYDRO TEST CO2 bottles	0005	04/01/2009 (04/06/2009 to 04/28/2009)	20.00	HR	\$98.000	\$ 1,960.00
------	---	------	--	-------	----	----------	-------------

The Contractor shall provide the necessary labor to remove, hydro test and reinstall any bottles due for such testing as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$1,960.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09069	<b>Title</b> EMP>ANNUAL INSPECT AND SERI	<b>Page</b> 5 of 25
--------------------------	---------------------------------------	---	------------------------

**Total Funding:** \$11,134.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	D107	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)
------------------	-------------	----------	--	----------	---------------	------------	---------------------------------

0006	SUPPLEMENTAL MATERIAL TO REFILL CO2 BOTTLES requiring hydro test	0006	04/01/2009 (04/06/2009 to 04/28/2009)	1.00	JOB	\$3,000.000	\$ 3,000.00
------	--	------	--	------	-----	-------------	-------------

The Contractor shall provide the material to refill any CO2 bottles which required hydro etching as required by USCG and the attached scope of work.

Ref Req No: PRSAR090272/0001

Funding Information:

2009 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$3,000.00

**Total Cost:** \$11,134.00

*NOTE: In order for invoice to be processed for payment, it must include your Federal ID#, PO# and INVOICE#. Without these numbers your invoice will be returned and payment will be delayed.*

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 6 of 25
--	------------------------------------	--	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES		7
1	Contract Terms and Conditions--Commercial Items (Oct 2008) - Alternate I	7
2	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	12
3	DOL SERVICE CONTRACT ACT WAGE DETERMINATION	16
4	INVOICE SUBMISSION INSTRUCTIONS	16
5	PERFORMANCE WORK STATEMENT (PWS)/ SOW	17
6	SUPPLEMENTAL WORK REQUESTS	23

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 7 of 25
--	------------------------------------	--	--------------

COMMERCIAL CLAUSES

1      52.212-04      CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      OCTOBER  
 ALT I      (OCT 2008) - ALTERNATE I      2008

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 8 of 25
--	------------------------------------	--	--------------

- (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-
  - (A) Performed by the contractor;
  - (B) Performed by the subcontractors; or
  - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- (iii) Materials means-
  - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
  - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
  - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
  - (D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and
  - (E) Indirect costs specifically provided for in this clause.
- (iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (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) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
  - (i) Hourly rate.
    - (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 9 of 25
--	------------------------------------	--	--------------

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 10 of 25
--	------------------------------------	--	---------------

specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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)(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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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 FAR 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.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 11 of 25
--	------------------------------------	--	---------------

as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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.

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 12 of 25
--	------------------------------------	--	---------------

- (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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

2      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:

[Contracting Officer shall check as appropriate.]

\_\_\_ (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).

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 13 of 25
--	------------------------------------	--	---------------

\_\_\_ (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.

\_\_\_ (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).

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 14 of 25
--	------------------------------------	--	---------------

\_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).

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

\_\_\_ (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).

\_\_\_(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.

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 15 of 25
--	------------------------------------	--	---------------

(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:

  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) (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.).

     (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).

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 16 of 25
--	------------------------------------	--	---------------

(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)).

(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)

### 3 DOL SERVICE CONTRACT ACT WAGE DETERMINATION

The following Department of Labor Service Contract Act Wage Determination is applicable to performance for these services: WD#2375 (REV 6) was first posted on www.dol.gov on 09/16/2008.

The wage determination may be viewed online at:  
<http://www.wdol.gov/wdol/scafiles/std/05-2375.txt>.

### 4 INVOICE SUBMISSION INSTRUCTIONS

#### INVOICE SUBMISSION - MARAD

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, 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 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

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 17 of 25
--	------------------------------------	--	---------------

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

## 5 PERFORMANCE WORK STATEMENT (PWS)/ SOW

**TITLE:** Annual Fire Extinguishing Systems Inspection, Testing and Maintenance

**INTENT:** It is the intent of this item to perform all USCG required inspections, maintenance and testing of all portable fire extinguishers, fixed CO2 and Halon systems, and the Galley Range Hood fixed system in accordance with USCG regulations, 46CFR107.235.

**LOCATION:** All work shall be performed during normal working hours aboard the Training Ship, Empire State. The Empire State is berthed at the SUNY Maritime College, 6 Pennyfield Ave., Bronx, NY, 10465.

**PERFORMANCE PERIOD:** The performance period for this work begins on or about April 01 and is not to exceed 21 days.

### WORK DESCRIPTION:

**CLIN 001 - Portable Extinguisher Inspection and Maintenance:** The contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the following portable fire extinguishers. At a minimum, this testing will include the weighing of all cylinders, the inspection of all hoses and nozzles. A list of serial numbers and hydrostatic dates of all fixed cylinders and hoses is provided below. The Contractor shall record the weights of all cylinders on that list.

The Contractor shall provide for up to ten (12), 15 lb CO2 cylinders, one (1) 20 lb CO2 cylinder and one (1) 5 lb CO2 cylinder which might weigh less than the minimum acceptable, thereby requiring removal, re-charging and re-installation.

The tables below indicate that there are NO cylinders currently in need of hydrostatic testing.

#### Portable Extinguishers Listed By Type

Cylinder Qty	Description
6	20 lb CO2
123	15 lb CO2
3	5 lb CO2
30	20 lb CTG-BC
28	10 lb CTG-BC
11	10 lb ABC
16	5 lb ABC

#### Portable Fire Extinguishers Listed by Location, Type and Last Hydro Date

No.	Serial #	Frame	Location	Type	Size	Weight Full	Hydro Date
1	91668	N-137-2	P/S, fwd bulkhead, Cadet Chart Room	CO <sup>2</sup>	15#	37.5	Apr-04
1A	211398FN-122-0	Bridge, aft bulkhead, slightly to Stbd		CO <sup>2</sup>	15#	47	Apr-04
2	91805	N-133-2	P/S interior passageway, end of alley	CO <sup>2</sup>	15#	34.8	Apr-04
2A	91603	N-128-2	Officer's Chart Room, outboard, aft CO <sup>2</sup>	15#	35.2		Apr-04

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 18 of 25
--	------------------------------------	--	---------------

3A	211334FC-133-2 P/S Interior Passageway	CO <sup>2</sup>	15#	46-3/4	Apr-04		
3B	112269FC-133-1 S/S Interior Passageway	CO <sup>2</sup>	15#	46-7/8	Apr-04		
4A	211402FB-131-2 P/S Interior Passageway	CO <sup>2</sup>	15#	47.5	Apr-04		
4B	211379FB-131-1 S/S Interior Passageway	CO <sup>2</sup>	15#	47-3/8	Apr-04		
5	JB548725 U-150-0 Aft athwartship Passage, fwd bulkhead			DC	RC	-	Apr-01
6	211371FU-156-2 Aft Officer's Laundry, behind door	CO <sup>2</sup>	15#	46.5	Apr-04		
7A	211403FU-136-2 P/S Interior Passage, fwd of Cleaning Gear Locker	CO <sup>2</sup>	15#	46-7/8	Apr-04		
7B	211321FU-136-1 S/S Interior Passage, Fwd of Emerg. Dies. Gen. Rm.	CO <sup>2</sup>	15#	47.5	Apr-04		
8	V39437 U-136-0 Emergency Diesel, in line with door	CO <sup>2</sup>	15#	35.5	Apr-03		
9	JB548741 M-68-2 P/S Inboard, near fwd athwartship Passage			DC	RC	-	Apr-99
10	JB548758 M-69-1 S/S Inboard, near fwd athwartship Passage			DC	RC	-	Apr-01
11	JB548722 M-103-2P/S Inboard, fwd of ladder to 4-hold			DC	RC	-	Apr-01
12A	JB548757 M-103-1S/S Inboard, fwd of ladder to 4-hold			DC	RC	-	Apr-01
12B	BD2048 M-140-1 Electrician's Closet, in line with door			DC	10#P	16# 13oz	??
13	JB548740 M-149-2P/S, outboard, near Sickbay Exit			DC	RC	-	Apr-01
14	JB548755 M-149-1S/S, outboard, near Sickbay Exit			DC	RC	-	Apr-01
15	211344FM-136-2P/S, inboard, fwd of WTD #2 controls	CO <sup>2</sup>	15#	47-1/4	Apr-04		
16	211331FM-136-1S/S, inboard, fwd of WTD #1 controls	CO <sup>2</sup>	15#	47-1/8	Apr-04		
17	V376353 M-37-1 Carpenter Cage, fwd, inboard bulkhead	CO <sup>2</sup>	15#		not		
stamped manu							
1/01							
18	211377FM-7-1 S/S Bosun's Locker, inside door	CO <sup>2</sup>	15#	47-3/4	Apr-04		
19	211363FM-7-2 P/S Bosun's Locker, inside door	CO <sup>2</sup>	15#	47-3/4	Apr-04		
20	211324FM-12-0 Anchor Windlass, on pillar at foot of ladder	CO <sup>2</sup>	15#	47.5	Apr-04		
21	211347FM-18-0 Anchor Windlass, aft bulkhead, under ladder	CO <sup>2</sup>	15#	47-1/8	Apr-04		
22	JB548750 M-169-0Aft athwartship Passage, fwd bulkhead			DC	RC	-	Apr-01
23	211388FM-206-1 Paint Locker, forward, inboard bulkhead	CO <sup>2</sup>	15#	47-1/8	Apr-04		
24	211375FM-212-2 Welding Shack, aft bulkhead, just inside door	CO <sup>2</sup>	15#	46-7/8	Apr-04		
25	91600 2-68-1 Inside fwd door 51 man berthing, near scuttlebutt	CO <sup>2</sup>	15#		Apr-04		
26	JB548724 2-65-0 3-hold, Fwd bulkhead, between ladder doors			DC	RC	-	Apr-01
27	73898CX 2-133-2 P/S passageway, fwd of WTD #2 Controls	CO <sup>2</sup>	15#	24-7/8	Apr-04		
28	225897F2-133-1 S/S passageway, fwd of WTD #1 Controls	CO <sup>2</sup>	15#	48-5/8	Apr-04		
29	JB548716 2-83-1 3-hold, S/S passageway, near aft doors			DC	RC	-	??
30	RX939303 2-139-1 Crew's Mess, Fwd bulkhead, by door			DC	10#P	17# 14oz	2000
31	6316EC 2-141-2 Passageway, Outside fwd galley door	CO <sup>2</sup>	15#	38	Apr-04		
32	211343F2-141-1 S/S Galley, fwd bulkhead near breakers	CO <sup>2</sup>	15#	47-1/8	Apr-04		
33	91670 2-151-0 Galley, next to door to Crew Mess	CO <sup>2</sup>	15#	35	Apr-04		
34	91642 2-156-2 P/S Cadet Mess, near scullery	CO <sup>2</sup>	15#	35	Apr-04		
35	211373F2-159-0 S/S Cadet Mess, left of aft galley door	CO <sup>2</sup>	15#	47-7/8	Apr-04		
36	JB548762 2-178-0 S/S passageway, aft of Deck Tool Room			DC	RC	-	2001
37	V39453 2-181-0 6-Hold Machine Shop, inboard bulkhead	CO <sup>2</sup>	15#	35.5	May-05		
38	JB548715 2-189-1 S/S 6-Hold, aft of hatch, near detex key 24			DC	RC	-	Apr-01
39	211369F2-192-2 6-Hold Lab 4, fwd bulkhead	CO <sup>2</sup>	15#	47-5/8	Apr-04		
40	211326F2-199-0 6-Hold, aft end of passageway, by EGL 3	CO <sup>2</sup>	15#	47-7/8	Apr-04		
41	211310F2-208-2 P/S Steering Gear, outside Capstan Room	CO <sup>2</sup>	15#	47	Apr-04		
42	211311F3-67-0 156-man Berthing, Fwd, next to F.S. 49	CO <sup>2</sup>	15#	47-7/8	Apr-04		
43	211355F3-92-0 20S Berthing, aft bulkhead, near 156-man entrance	CO <sup>2</sup>	15#	47	Apr-04		
44	V66748 3-92-2 138 Berthing, P/S, fwd bulkhead, near sinks	CO <sup>2</sup>	15#	35.5	Apr-03		
45	91799 3-101-1 138 Berthing, S/S, aft, near F/S 46	CO <sup>2</sup>	15#	34.9	Apr-04		
46	211313F3-105-2 138 Berthing, P/S, near sinks, next to F/S 47	CO <sup>2</sup>	15#	47-1/4	Apr-04		
47	JB548729 3-143-0 Class Rooms, Fwd, outside Cleaning Gear Locker			DC	RC	-	Apr-01
48	JB548756 3-169-0 Class Rooms, aft end of Passageway			DC	RC	-	Apr-01
49	210267F3-131-1 S/S Inside Generator Room, outboard, forward	CO <sup>2</sup>	20#	57	Apr-04		
50	210178F3-131-1 S/S Inside Generator Room, inboard, forward	CO <sup>2</sup>	20#	57-5/8	Apr-04		
51	210231F3-141-1 S/S of boiler, aft, by scuttlebutt	CO <sup>2</sup>	20#	57-3/8	Apr-04		
52	10852453-132-1 S/S of boiler, fwd, by Gen. Rm. Door	CO <sup>2</sup>	20#	46-3/8	Apr-04		
53	A006768 3-121-1 Lower E/R, S/S, fwd by steps up	CO <sup>2</sup>	15#	45.6	May-05		

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 19 of 25
--	------------------------------------	--	---------------

54	211405F3-129-1	Fwd of Stbd Boiler, aft of Sand Bin	CO <sup>2</sup>	20#	46-7/8	Apr-04		
55	91649	T-127-1 Lower E/R, S/S, outboard by Cargo Refrig. Comp.	CO <sup>2</sup>	15#	34.9	Apr-04		
56	46402	T-127-2 Lower E/R, P/S, outboard, fwd of Fire Pumps	CO <sup>2</sup>	15#	37.6	Apr-04		
57	Cannot							
Read	T-127-0	P/S, Inboard, L. E/R, fwd part of I-Beam, fwd of Fuel Oil Pumps	CO <sup>2</sup>	15#		cannot		
read	Apr-04							
58	A0666706	3-135-2 Next to Port Boiler, by fuel oil heater & fuel counter	CO <sup>2</sup>	15#		cannot		
read	Apr-00							
59	211378FT-96-0	AMS, fwd, Right outside EGL #5	CO <sup>2</sup>	15#	47	Apr-04		
60	44743	T-96-2 AMS, P/S, at foot of fwd ladder	CO <sup>2</sup>	15#	37.6	Apr-04		
61	225922FT-151-2	Comp Lab, inside locked cage, inboard bulkhead	CO <sup>2</sup>	15#	46-3/8	Apr-04		
62	V76550	T-151-2 Comp Lab, fwd bulkhead, inline with door	CO <sup>2</sup>	15#	35.5	Apr-04		
63	JB548739	T-149-0 Library, just inside fwd door by desk	DC	RC	-	Apr-01		
64	211404FT-158-0	Cadet Lounge, fwd bulkhead, near fwd exit door	CO <sup>2</sup>	15#	46-3/8	Apr-04		
65	211406FT-169-1	Cadet Lounge, hidden around corner, outboard of aft ladder	CO <sup>2</sup>	15#	48-1/8	Apr-04		
66	45076	T-147-0 Cardio Room, aft bulkhead, next to door	CO <sup>2</sup>	15#	35	May-05		
67	JB548744	T-147-0 Outside Cardio Room Door	DC	RC	-	Apr-01		
68	211312FT-69-2	Cadet Laundry, fwd bulkhead, near door	CO <sup>2</sup>	15#	46-5/8	Apr-04		
69	211384FT-81-0	Aft end of Passageway, next to ladderwell door	CO <sup>2</sup>	15#	47-1/4	Apr-04		
70	91648	T-90-0 Aft part Comm. Laundry, around corner to Clean Linen Locker	CO <sup>2</sup>	15#	34.8	Apr-04		
71	HB00956807	T-172-2 Lower 6-hold, P/S, fwd bulkhead	DC	10#P	-	none?		

CLIN 002 - Fixed CO2 Systems Inspection, Maintenance & Testing: The contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the following four (4) fixed CO2 extinguishing systems. At a minimum, this testing will include the weighing and inspection of all cylinders, the testing of all pull boxes and cables, timers, shutdown switches, sirens, and the inspection of all hoses, piping and nozzles. A list of serial numbers and hydrostatic dates of all fixed cylinders is provided below.

The Contractor shall provide for up to ten (10), 75 lb cylinders which might weigh less than the minimum acceptable, thereby requiring removal, re-charging and re-installation.

The tables below indicate that there are NO 75 lb CO2 bottles currently in need of hydrostatic testing.

The tables below indicate that there are 11 timers involved with the Main CO2 System. If necessary, the Contractor shall replace and/or overhaul up to 4 timers.

The ship's crew will be available to start and reset all ventilation fans, pumps and generators, as necessary, for the demonstration of their required shutdowns.

**Fixed CO2 Systems**

System Name	Cylinder Qty	Type	Cylinder Location
Main Co2	94	75 lb UF CO2	CO2 Rm, 2nd Deck, Stbd., Frame
Eng Rm. Paint Locker	1	75 lb AP8 CO2	Engine Rm. Paint Locker, Shaft Alley
Emerg. Generator Rm	3	75 lb AP8 CO2	Emerg. Generator Rm., Upper Dk., Stbd.
Engine Room Hose Reel	2	75 lb UF CO2 (hose reel)	Engine Rm., Fwd of Port Boiler

**Main CO2 System Cylinder Hydrostatic Test Dates**

Bottle #	Serial	#Last Hydro	Bottle #	Serial	#Last Hydro
25977	Oct-01		25843	Oct-01	
25752	Oct-01		25948	Oct-01	
26049	Oct-01		25887	Oct-01	
25718	Oct-01		24941	Oct-01	
25937	Oct-01		25906	Oct-01	
25864	Oct-01		25661	Oct-01	
25905	May-01		25681	Oct-01	
25948	Oct-01		26057	Oct-01	
25875	Oct-01		26047	Oct-01	
25676	Oct-01		25894	Oct-01	
25669	Oct-01		25764	Oct-01	

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 20 of 25
--	------------------------------------	--	---------------

25913	Oct-01	25886	Oct-01
25749	Oct-01	25997	Oct-01
25943	Oct-01	25967	Oct-01
42813	May-01	25726	May-01
25762	Oct-01	26006	Oct-01
25990	Oct-01	25978	Oct-01
25904	Oct-01	25770	Oct-01
25691	Oct-01	25440	Oct-01
26017	Oct-01	25961	Oct-01
25979	Oct-01	25673	Oct-01
25398	Oct-01	26006	Oct-01
25580	Oct-01	25980	Oct-01
25695	Oct-01	26041	May-01
25642	Oct-01	25784	Oct-01
25701	Oct-01	25935	Oct-01
26007	Oct-01	25725	May-01
25627	Oct-01	26005	May-01
26029	Oct-01	25910	Oct-01
25879	Oct-01	25716	May-01
25688	Oct-01	25668	Oct-01
26032	Oct-01	25882	Oct-01
26019	Oct-01	25744	Oct-01
25685	May-01	26050	Oct-01
18600	May-01	26008	May-01
25934	Oct-01	26015	Oct-01
25959	Oct-01	25734	Oct-01
25947	Oct-01	25925	Oct-01
26004	Oct-01	25756	Oct-01
25706	Oct-01	26011	Oct-01
25732	Oct-01	25899	Oct-01
25950	Oct-01	25995	Oct-01
25812	Oct-01	25883	Oct-01
25993	Oct-01	26040	Oct-01
25996	May-01	8087	May-01
26060	Oct-01	25958	Oct-01
25968	May-01		
25816	Oct-01		

#### Main CO2 System Siren Locations

##### Alarms Location

- |    |                                     |  |
|----|-------------------------------------|--|
| 1  | Engine Room                         | Operating Level, S/S, by throttles, above vent                           |
| 2  | Anchor Windlass Room, Main Deck     | P/S, aft Bosun's Locker, just above door, inside space                   |
| 3  | Anchor Windlass Room, Main Deck     | S/S Bosun's Locker, aft bulkhead   |
| 4  | 1-Hold, Main Deck                   | S/S, aft bulkhead, just in front of Kingpost, near overhead              |
| 5  | 1-Hold, 2nd Deck (Upper "Tween)     | S/S, aft bulkhead, at overhead   |
| 6  | 1-Hold, 3rd Deck (Lower "Tween)     | C/L, aft bulkhead, at overhead   |
| 7  | 1-Hold, Tank Top                    | C/L, aft bulkhead, at overhead   |
| 8  | 2-Hold, Main Deck                   | C/L, fwd bulkhead, between vents   |
| 9  | 2-Hold, 2nd Deck (Upper "Tween)     | C/L, aft end of hatch, in overhead                                       |
| 10 | 2-Hold, 3rd Deck (Lower "Tween)     |  |
| 11 | 2-Hold, Tank Top                    |  |
| 12 | 4-Hold, 2nd Deck                    | Overhead, aft of Dry Stores Cage   |
| 13 | Lower 6-hold, 3rd deck, fm. 171-193 | S/S, fwd, near overhead above VIDMAR Cabinet VID-29, aisle with Computer |

#### Main CO2 System Timer Locations and Delays

##### Time Delay Location

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 21 of 25
--	------------------------------------	--	---------------

1	Engine Room	Old House, 2nd Deck, inside CO2 Room	
2	Anchor Windlass Room, Main Deck	S/S, Aft bulkhead	
3	1-Hold, Main Deck	S/S, aft bulkhead, just in front of Kingpost, near overhead	
4	1-Hold, 2nd Deck (Upper "Tween)	S/S, aft bulkhead, at overhead	
5	1-Hold, 3rd Deck (Lower "Tween)	C/L, aft bulkhead, at overhead	
6	1-Hold, Tank Top	C/L, aft bulkhead, at overhead	
7	2-Hold, Main Deck	C/L, fwd bulkhead, between vents	
8	2-Hold, 2nd Deck (Upper "Tween)	C/L, aft end of hatch, in overhead	
9	2-Hold, 3rd Deck (Lower "Tween)		
10	2-Hold, Tank Top		
11	Lower 6-hold, 3rd deck, fm. 171-193	S/S, fwd, near overhead above VIDMAR Cabinet VID-29, aisle with Computer	

### Main CO2 System Nozzle Locations

#### Nozzles Location

1	Engine Room	Operating Level, S/S, fwd, inboard of throttles
2	Engine Room	Operating Level, S/S, fwd, behind throttles, on outboard side
3	Engine Room	Operating Level, S/S, outboard, just fwd of Main Switchboard
4	Engine Room	Operating Level, S/S, outboard, inside Generator Room, near D.O. Strainer Pressure gauges
5	Engine Room	Operating Level, P/S, outboard, by Ship Service Refrig. Compressor #2
6	Engine Room	Operating Level, P/S, aft, outboard of Nyrex
7	Engine Room	Operating Level, C/L, aft, behind boilers, above coffee stand
8	Engine Room	Operating Level, S/S, aft, behind boiler, hidden behind "Steam to Cargo Defrost Piping"
9	Engine Room	Operating Level, P/S, aft, behind boiler
10	Engine Room	Lower Level, In bilge, S/S, fwd, just inboard of Main Ladderwell door
11	Engine Room	Lower Level, Fwd, by Drain Tank & Fire Station 55
12	Engine Room	Lower Level, S/S, outboard, aft, just before L.O. Tank/Pump Room
13	Engine Room	Lower Level, S/S, aft, above Fuel Oil Settling Tank
14	Engine Room	Lower Level, P/S, fwd, inboard, next to General Alarm Bell, near Oil Slop Tank
15	Engine Room	Lower Level, P/S, outboard, behind Refrig. Cond. Overboard pipe
16	Engine Room	Lower Level, in bilge, P/S, outboard, behind Refrig. Cond. Overboard pipe
17	Engine Room	Lower Level, P/S, outboard, aft, by Bilge Vacuum Priming System
18	Engine Room	Lower Level, P/S, aft, above Fuel Oil Settling Tank
19	Engine Room	Lower Level, C/L, just above Shaft
20	Engine Room	Lower Level, C/L, in bilge, below Shaft
21	Anchor Windlass Room, Main Deck	C/L, just fwd of ladder
22	Anchor Windlass Room, Main Deck	P/S, aft, near door to 1-Hold
23	Anchor Windlass Room, Main Deck	P/S, aft Bosun's Locker
24	Anchor Windlass Room, Main Deck	P/S, fwd Bosun's locker
25	Anchor Windlass Room, Main Deck	S/S Bosun's Locker
26	1-Hold, Main Deck	C/L, just aft of hatch
27	1-Hold, 2nd Deck (Upper "Tween)	C/L, aft of hatch
28	1-Hold, 3rd Deck (Lower "Tween)	C/L, aft of hatch
29	1-Hold, Tank Top	C/L, aft of hatch
30	2-Hold, Main Deck	S/S, inboard, fwd end of hatch
31	2-Hold, Main Deck	P/S, inboard, fwd end of hatch
32	2-Hold, 2nd Deck (Upper "Tween)	
33	2-Hold, 3rd Deck (Lower "Tween)	
34	2-Hold, Tank Top	
35	4-Hold, 2nd Deck	P/S, outside Dry Stores Cage, just aft of ladderwell door
36	4-Hold, 2nd deck, Stbd Reefer #1	Center of space, just fwd of smoke detector
37	4-Hold, 2nd deck, Port Reefer #2	Center of space, just outboard of pillar
38	4-Hold, 2nd deck, Stbd Reefer #3	Inboard aft bulkhead, at the corner where the space gets longer
39	4-Hold, 2nd deck, Port Reefer #4	Inboard aft bulkhead, at the corner where the space gets longer
40	4-Hold, 2nd deck, Stbd Reefer #5	Center of Space
41	4-Hold, 2nd deck, Port Reefer #6	Center of Space
42	Lower 6-hold, 3rd deck, fm. 171-193	S/S, fwd end of hatch, inboard
43	Lower 6-hold, 3rd deck, fm. 171-194	P/S, fwd end of hatch, inboard

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 22 of 25
--	------------------------------------	--	---------------

- 44 After Paint Locker, Main Deck Inboard Bulkhead, center of room
- 45 After Paint Locker, 2nd Deck Center of Room

Emergency Generator Room CO2 System

Cylinder #	Serial #	Last Hydro
1	534354	Apr-01
2	094992	Apr-04
3	25908	Apr-01

Emergency Diesel Generator Room CO2 System

Pneumatic Release	Location
1	Emergency Diesel Generator Room In overhead, outboard of Emergency Switchboard
Alarms	Location
1	Emergency Diesel Generator Room Outboard bulkhead, above CO2 Bottles
Nozzles	Location
1	Emergency Diesel Generator Room Fwd, inboard, inline with door, fwd of Fire Extinguisher #8
2	Emergency Diesel Generator Room Fwd, inboard, fwd of General Alarm Contact Maker
3	Emergency Diesel Generator Room Fwd, outboard, above transformers
4	Emergency Diesel Generator Room Aft, outboard, next to Diesel Generator
5	Emergency Diesel Generator Room Aft bulkhead, above fuel oil piping to generator
6	Emergency Diesel Generator Room Aft, inboard, fwd of fuel tank

Engine Room Paint Locker CO2 System

Pneumatic Release	Location
1	Shaft Alley Paint Locker
Alarms	Location
1	Shaft Alley Paint Locker
Nozzles	Location
1	Shaft Alley Paint Locker
2	Shaft Alley Paint Locker

CLIN 003 - Fixed Halon System Inspection, Maintenance & Testing: The Contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the Fixed Halon System. At a minimum, this testing will include the weighing and inspection of all cylinders, the testing of all pull boxes and cables, timers, shutdown switches, sirens, and the inspection of all hoses, piping and nozzles. The ship's crew will be available to start and reset all ventilation fans, pumps and generators, as necessary, for the demonstration of their required shutdowns.

The Halon cylinders do not require hydrostatic testing unless there is reason to believe that corrosion or other damage has occurred to the cylinder.

The tables below indicate that none of the CO2 activating cylinders for the Halon system are due for a hydrostatic test.

Fixed Halon System

Cylinder Qty	Description	Cylinder Location
12	340lb Ansul Halon 1301	2nd Deck, Stbd
4	50 lb CO2	2nd Deck, Stbd
2	2-1/2 lb Nitrogen cylinders	2nd Deck, Stbd

Halon Bottles

Bottle #	Serial #	Date of Manufacture
1	54462	Oct-89
2	54467	Oct-89
3	54471	Oct-89
4	54460	Oct-89

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 23 of 25
--	------------------------------------	--	---------------

5 54470 Oct-89  
6 54461 Oct-89  
7 54468 Oct-89  
8 54465 Oct-89  
9 54464 Oct-89  
10 54463 Oct-89  
11 54469 Oct-89  
12 54466 Oct-89

**Halon System CO2 Activating Bottles**

Bottle #	Serial #	Charge Wt	Last Hydro
1	599777	50#	May-01
2	599847	50#	May-01
Spare 1	26548M	75#	Jan-02
Spare 2	26333M	75#	Jan-02

**Halon Nozzle Locations In Engine Room**

**Halon Nozzle Locations in E/R**

2nd Deck, S/S, near door to Crew Lounge Passageway  
2nd Deck, S/S, aft of steam drum  
2nd Deck, P/S, near double door exit  
2nd Deck, C/L, aft of Boilers  
Operating Level, S/S, fwd, above Turbo Generator #2  
Operating Level, S/S, fwd, outboard corner of Gen. Room  
Operating Level, S/S, aft, outside Gen. Room  
Operating Level, P/S, fwd, inboard by Flash Distilling Units  
Operating Level, P/S, outboard, fwd of Nyrex  
Operating Level, P/S, outboard, aft of Nyrex  
Operating Level, C/L, aft bulkhead, behind boilers  
Lower Level, S/S, fwd, between S.W. Svc. Pumps 1 & 2  
Lower Level, S/S, aft, above A/C Compressor #2  
Lower Level, C/L, aft, slightly to Port of Shaft  
Lower Level, P/S, fwd, near Fire Station #54  
Lower Level, P/S, aft, above fire pumps

**Halon Sirens Located In Engine Room**

**Location in E/R**

Operating Level, S/S, fwd, inboard, above log desk  
Lower Level, P/S, fwd, above S.W. Scoop Injection

CLIN 0004 Annual Inspection and Servicing of the Galley Range Hood fixed CO2 system.

The Contractor is to provide all labor and material to perform the annual inspection and servicing of the Galley Range Hood fixed extinguishing system as required by USCG.

CLIN 0005 Supplemental labor to remove and reinstall items requiring hydrostatic testing.

The Contractor is to provide all labor to remove, reinstall, repair (if necessary) any CO2 bottles which upon inspection are in need of hydrostatic testing. Contractor is to advise the COTR of number and size of bottles requiring such additional work.

CLIN 0006 Supplemental material to refill any CO2 bottles requiring hydrostatic testing and refill.

The Contractor is to provide all material to refill or repair (if necessary) any CO2 bottles requiring hydro-testing and subsequent refill. The Contractor is to advise the COTR of the number and size of bottles requiring such additional work.

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 24 of 25
--	------------------------------------	--	---------------

MARAD MCL.H-2: (8/05/2005) SUPPLEMENTAL WORK REQUESTS

( 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 Technical Representative (COTR) 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 COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR 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 COTR, provide the COTR 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 COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR 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 COTR 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 COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR 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 COTR 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 COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR 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

	<b>Document No.</b> DTMA2P09069	<b>Document Title</b> EMP>ANNUAL INSPECT AND SERI	Page 25 of 25
--	------------------------------------	--	---------------

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 COTR 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 COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$3,000.00