

**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03/06/2009	2. CONTRACT NO. (If any)	6. SHIP TO: Joe Poltrack		
3. ORDER NO. DTMA2V09010	4. REQUISITION/REFERENCE NO. PR SAR090245	a. NAME OF CONSIGNEE DOT/Maritime Administration, South Atlantic Region		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200 7737 Hampton Boulevard, Building 4D, Room 211 Norfolk VA 23505		b. STREET ADDRESS STATE OF MAINE Maine Maritime Academy		
		c. CITY Castine	d. STATE ME	e. ZIP CODE 04420
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR Alex Johnston		8. TYPE OF ORDER		
b. COMPANY NAME RELIABILITY MAINTENANCE SERVICES INC		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Quote dated 2/19/09  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 823 W PARK AVE PMB 245		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY ASBURY PARK	e. STATE NJ	f. ZIP CODE 07712-7205		
9. ACCOUNTING AND APPROPRIATION DATA 2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - - 25711 - 6100 - 6600 -		10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		Destination
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Leah MacHugh					
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				\$7,200.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710					
c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125			

22. UNITED STATES OF AMERICA BY (Signature) <i>Monique R. Leake</i>	23. NAME (Typed) Monique Leake TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 03/06/2009	CONTRACT NO.	ORDER NO. DTMA2V09010
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p><i>DUNS #807366752</i></p> <p>GATHER VIBRATION DATA</p> <p>Issued for the provision of gathering Vibration Data in accordance with the attached Statement of Work.</p> <p align="center"><i>Start Date                      End Date</i> 05/02/2009                      05/06/2009</p> <p>Reference Requisition: PRSAR090245</p>	1.00	JOB	2,500.000	2,500.00	
0002	<p>GATHER INFRARED DATA</p> <p>Provide Infrared Data in accordance with the attached Statement of Work.</p> <p align="center"><i>Start Date                      End Date</i> 05/02/2009                      05/06/2009</p> <p>Reference Requisition: PRSAR090245</p>	1.00	JOB	2,500.000	2,500.00	
0003	<p>ANALYZE DATA &amp; PRODUCE REPORT</p> <p>Provide Analysis data and produce report in accordance with the attached Statement of Work.</p> <p align="center"><i>Start Date                      End Date</i> 05/02/2009                      05/06/2009</p> <p>Reference Requisition: PRSAR090245</p> <p><i>In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.</i></p>	1.00	JOB	2,200.000	2,200.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$7,200.00

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## STATEMENT OF WORK

Title: State of Maine - Annual Vibration and Infrared Surveys

Background & Intent: The Training Ship "State of Maine" is owned by the U.S. government and provided to the Maine Maritime Academy for the purpose of training young men and women for a career in the U.S. Maritime Industry. It is the intent of this Performance Work Statement (PWS) to perform a vibration and infrared survey of various equipment aboard the State of Maine in accordance with the American Bureau of Shipping (ABS) "Guide For Surveys Based On Preventive Maintenance Techniques (2003)".

Location: The majority of this PWS shall be performed aboard the Training Ship State of Maine, located at her pier at the Maine Maritime Academy, Castine, ME 04420. The remaining scope of work, which requires measurements on the main engine and shafting, will be performed with the ship while underway on the day of departure. This underway period shall occur between Castine, Maine and the pilot station, which is about a 4 hour sail from Castine. The Contractor shall be disembarked by boat in the area of the pilot station and provided transportation back to Castine.

Performance Period: The performance period shall start on May 2 and terminate on the day of departure, May 6, 2009. Notification from the Contractor shall be expected as soon as possible on machinery which is exhibiting serious vibration or infrared concerns. The complete report shall be expected no later than 2 weeks after the final readings are taken.

### WORK DESCRIPTION

CLIN 0001 - Gather Vibration Data: An ABS certified vibration analysis contractor is to gather both overall and spectral (FFT) vibration velocity measurements in three orthogonal planes at each accessible bearing of the eighty seven (87) different equipment listed in the table below. The number of measurements taken, their frequency ranges (as determined by their high and low pass filter settings), and the resolution of those measurements shall be such as to make it possible to identify any existing faults in that equipment. In addition to the vibration velocity measurements, HFD (high frequency detection, measured in g's acceleration) shall be taken at each accessible bearing. Ultrasonic measurements shall also be taken in the area of each bearing and coupling. An Engineering Officer will be appointed by the Chief Engineer to start/stop various equipment for the technician.

Equipment Listing for Vibration Measurements:

Main Engine

Main Engine Turbocharger

Auxiliary Propulsion Motor

Reduction Gear

Main Thrust and Line Shaft Bearings

#1 S.S. Diesel Generator

#1 S.S. Diesel Generator Turbocharger

#2 S.S. Diesel Generator

#2 S.S. Diesel Generator Turbocharger

#3 S.S. Diesel Generator

#3 S.S. Diesel Generator Turbocharger

Emergency Diesel Generator

#1 Steering Gear Pump (Stbd)

#2 Steering Gear Pump (Port)

#1 CPP Pump Motor

#2 CPP Pump Motor

Main Engine Standby Lube Oil Pump

#1 Reduction Gear Lube Oil Pump

#2 Reduction Gear Lube Oil Pump

#1 Thrust Bearing Lube Oil Pump

#2 Thrust Bearing Lube Oil Pump

#1 Stern Tube Lube Oil Pump

#2 Stern Tube Lube Oil Pump

#1 Main Engine Lube Oil Purifier

#2 Main Engine Lube Oil Purifier

SSGD Lube Oil Purifier

Reduction Gear Purifier

#1 Main Engine Fuel Oil Pressure Pump

#2 Main Engine Fuel Oil Pressure Pump

#1 Main Engine Fuel Oil Circ. Pump

#2 Main Engine Fuel Oil Circ. Pump

SSGD #1 Fuel Oil Pressure Pump

SSGD #2 Fuel Oil Pressure Pump

SSGD DFM Service Pump

#1 HFO Purifier

#2 HFO Purifier

DFM Purifier

#1 HFO Transfer Pump

#2 HFO Transfer Pump

#1 DFM Transfer Pump

#2 DFM Transfer Pump

#1 Central F.W. Cooling Pump

#2 Central F.W. Cooling Pump

#3 Central F.W. Cooling Pump

#1 Main Engine Jacket Water Pump

#2 Main Engine Jacket Water Pump

Main Engine Jacket Water Keepwarm Pump

#1 Nozzle Cooling Pump Motor

#2 Nozzle Cooling Pump Motor

#1 Main S.W. Service Pump

#2 Main S.W. Service Pump

#3 Main S.W. Service Pump

#1 Auxiliary S.W. Service Pump

#2 Auxiliary S.W. Service Pump

Fire and General Service Pump

Fire and Ballast Pump

Emergency Fire Pump

#1 Bilge and Ballast Pump

#2 Bilge and Ballast Pump

#1 Starting Air Compressor

#2 Starting Air Compressor

Control Air Compressor

S.S. Air Compressor

#1 Boiler Fuel Oil Pump

#2 Boiler Fuel Oil Pump

Boiler Circ. Pump/Forced Draft Fan

#1 Boiler Feed Pump

#2 Boiler Feed Pump

#1 Exhaust Gas Boiler Circ. Pump

#2 Exhaust Gas Boiler Circ. Pump

F.W. Generator Ejector Pump

F.W. Generator Circ. Pump

Engine Room Supply Fan No. 33 (Stbd/Fwd)

Engine Room Supply Fan No. 34 (Port/Fwd)

Engine Room Supply Fan No. 36 (Stbd/Aft)

Engine Room Supply Fan No. 37 (Port/Aft)

Engine Room Exhaust Fan No. 38 (Stbd/Inbd)

Engine Room Exhaust Fan No. 39 (Port/Inbd)

Engine Room Exhaust Fan No. 40 (Stbd/Otbd)

Engine Room Exhaust Fan No. 41 (Port/Otbd)

#1 S.S. Reefer. Compressor

#2 S.S. Reefer. Compressor

#1 A/C Compressor

#2 A/C Compressor

#1 A/C Chill Water Pump

#2 A/C Chill Water Pump

#3 A/C Chill Water Pump

CLIN 0002 - Gather Infrared Measurements: At a minimum, an ABS certified infrared technician is to scan the ninety five (95) electrical equipments listed below (switchboards, distribution panels and motor controllers) for the purpose of identifying temperature anomalies (electrical faults) in

that equipment. When necessary, amperage readings shall also be taken to help identify phase imbalances and/or overload conditions. Serious faults shall be brought to the attention of the Chief Engineer as soon as possible. An Engineering Officer will be appointed by the Chief Engineer to start/stop various equipment for the technician gathering the data.

Equipment Listing for Infrared Measurements:

Engine Room, EOS Main Switchboard

Section 1 Panel 120 VAC Lighting Distribution Bus SS

Section 2 Panel 450 VAC Distribution Bus 1S

Section 3 Panel 450 VAC Distribution Bus 1S

Section 4 Panel Shore Power Feeders

Section 5 Panel Ships Service Generator 1/Circuit Breaker

Section 6 Panel Ships Service Generator 2/Circuit Breaker

Section 7 Panel Ships Service Generator 3/Circuit Breaker

Section 8 Panel Bus Tie Control and Ground Indication

Section 9 Panel 450 VAC Distribution Bus 2S

Section 10 Panel 450 VAC Distribution Bus 2S

Section 11 Panel 450 VAC Distribution Bus 2S

Section 12 Panel Auxiliary Propulsion Motor Circuit Breaker

Motor Controllers

MCC P-426

Engine Room Supply Fan No. 33 (Stbd/Fwd)

Engine Room Exhaust Fan No. 38 (Stbd/Inbd)

Engine Room Exhaust Fan No. 39 (Port/Inbd)

Engine Room Supply Fan No. 34 (Port/Fwd)

Engine Room Exhaust Fan No. 40 (Stbd/Otbd)

Engine Room Supply Fan No. 37 (Port/Aft)

Engine Room Exhaust Fan No. 41 (Port/Otbd)

Engine Room Supply Fan No. 36 (Stbd/Aft)

Engine Room Motor Controllers

Reduction Gear Lube Oil Pump No. 2

ME Lube Oil Purifier No. 1

ME Lube Oil Purifier No. 2

SSDG Lube Oil Purifier

Reduction Gear Lube Oil Purifier

ME Fuel Oil Pressure Pump I

ME Fuel Oil Pressure Pump II

ME Fuel Oil Circ. Pump I

ME Fuel Oil Circ. Pump II

HFO Purifier No. 1

HFO Purifier No. 2

DFM Purifier

Central F.W. Cooling Pump No. 1

Central F.W. Cooling Pump No. 2

Central F.W. Cooling Pump No. 3

Auxiliary S.W. Service Pump No. 1

Auxiliary S.W. Service Pump No. 2

Fire and General Service Pump

Starting Air Compressor #1

Starting Air Compressor #2

S.S. Reefer. Compressor No. 1

S.S. Reefer. Compressor No. 2

A/C Compressor No. 1

A/C Compressor No. 2

Operating Panels

Control Air Compressor

S.S. Air Compressor

Oil Fire Boiler (#1 F.O. Pump/#2 F.O. Pump/Circ. Pump-Forced Draft Fan)

Exhaust Gas Boiler (#1 Boiler Feed Pump/#2 Boiler Feed Pump/#1 Circ. Pump/#2 Circ. Pump)

F.W. Generator (Ejector Pump/Circ. Pump/Dist. Pump 1/Dist. Pump2)

Miscellaneous Panels

Auxiliary Propulsion Motor Drive

Motor Controllers

MCC P-401

ME Jacket Water Keepwarm Pump

ME Standby Lube Oil Pump

SSGD HFO Pressure Pump No. 1

Jacket Water Pump No. 1

Reduction Gear Lube Oil Pump No. 1

MCC P-402

SSGD DO Service Pump

SSGD Pressure Pump No. 2

Jacket Water Pump No. 2

Thrust Bearing Lube Oil Pump No. 1

MCC P-403/404

Main S.W. Service Pump No. 1

DFM Transfer Pump No. 1

ME Nozzle Cooling Pump No. 1

Fuel Oil Transfer Pump No. 1

Thrust Bearing Lube Oil Pump No. 2

DFM Transfer Pump No. 2

Main S.W. Service Pump No. 2

Standby S.W. Service Pump (No. 3)

ME Nozzle Cooling Pump No. 2

Fuel Oil Transfer Pump No. 2

MCC P-408

A/C Chill Water Circ. Pump No. 1

A/C Chill Water Circ. Pump No. 2

A/C Chill Water Circ. Pump No. 3

MCC P-449

Bilge and Ballast Pump No. 1

Bilge and Ballast Pump No. 2

Shaft Alley Motor Controllers

CPP Pump No. 1

CPP Pump No. 2

Stern Tube Lube Oil Pump No. 1

Stern Tube Lube Oil Pump No. 2

Fire and Ballast Pump

Emergency Fire Pump Trunk (4-65-2) Motor Controllers

Emergency Fire Pump

Steering Gear Room Motor Controllers

#1 Steering Gear Pump (Stbd)

#1 Steering Gear Pump Hyd. Cool. Fan

#2 Steering Gear Pump (Port)

#2 Steering Gear Pump Hyd. Cool. Fan

Vent. Fan S-2-195-2

Emergency Generator Room Emergency Switchboard

120 Volt A.C. Distribution Panel

450 Volt A.C. Distribution Panel

Emergency Generator Control/Circuit Breaker

450 Volt A.C. Distribution Panel

CLIN 0003 – Perform Data Analysis and Produce Report: An ISO certified vibration analyst shall analyze the vibration data gathered in CLIN 0001 for the existence of any equipment faults.

Those faults, and the recommended actions to remedy them, must be clearly stated in a printed report. An ABS certified infrared technician shall analyze the data gathered in CLIN 0002 for the existence of any equipment faults. Those faults, and the recommended actions to remedy them, must be clearly stated in a printed report. The report shall indicate the temperature difference (from normal) and provide both an infrared image and white light (normal) image identifying the exact location of the fault. The printed reports shall be produced in triplicate in both printed and CD format and delivered to the attention of Matt O'Donnell, U.S. Maritime Administration, 101 Academy Drive, Buzzards Bay, MA 02532. It shall be the responsibility of the contractor to produce a report satisfactory to ABS for the purpose of satisfying the intent of this work item.

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

2 INVOICE STATEMENT

INVOICE SUBMISSION - MARAD/SAR

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

(1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov)

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. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

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

MARAD A/P SAR Invoices Branch  
 AMZ-150  
 PO Box 25710  
 Oklahoma City, OK 73125

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

MARAD A/P SAR Invoices Branch  
 AMZ-150  
 6500 S MacArthur Blvd.  
 Oklahoma City, OK 73169

3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- FEBRUARY 2009  
 COMMERCIAL ITEMS

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(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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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).

\_\_\_ (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).

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\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

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

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

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

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

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

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

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

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

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

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

\_\_\_ (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)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (26) 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.)

\_\_\_ (27)(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)).

\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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

X (30) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

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\_\_\_ (31)(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.

\_\_\_ (32) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (33) 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).

\_\_\_ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (36) 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)).

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (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.).

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\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (NOV 2007) (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)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(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.).

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(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (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)

4      52.212-04      **CONTRACT TERMS AND CONDITIONS--COMMERCIAL      OCTOBER 2008**  
**ITEMS**

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

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for 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-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall

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be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (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; and (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,

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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.