

2. CONTRACT (Proc. inst. ident.) NO. DTMA3C10024	3. EFFECTIVE DATE 08/30/2010	4. REQUISITION/PURCHASE REQUEST PROJECT NO. PRBRF100032/0001
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5. ISSUED BY CODE 00093 DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223 New Orleans, LA 70130-3394	6. ADMINISTERED BY (If other than Item 5) CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) WATCH ENTERPRISES, LLC 4330 FISH HATCHERY RD GRANTS PASS, OR 97527-9547	8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)
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9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %	10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12
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11. SHIP TO/MARK FOR CODE 00093 John Hickey DOT/Maritime Administration, DGO - Beaumont Reserve Fleet 2600 Amoco Road Beaumont, TX 77705-	12. PAYMENT WILL BE MADE BY CODE AMZ150 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City, OK 73125-
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT	380,986.00
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	E	INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
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	G	CONTRACT ADMINISTRATION DATA		L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. <i>(Attachments are listed herein.)</i>	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Aline Smith
19B. NAME OF CONTRACTOR By _____ <i>(Signature of person authorized to sign)</i>	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA By <u>Aline Smith</u> <i>(Signature of Contracting Officer)</i>	20C. DATE SIGNED 08/30/2010

Line Item Summary	Document Number DTMA3C10024	Title Vessel Monitoring System	Page 2 of 34
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Total Funding: \$380,986.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
Division Closed FYs Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	CONTRACTOR REQUIREMENT	0001	09/01/2010	1.00	JOB	\$161,000.000	\$ 161,000.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$1,600.00

2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - - 70 - 106170 - 80 - IKE0 - 31620 - 1740 - 6000 - \$111,215.00

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE - 700761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$48,185.00

0002	INSTALL BASE STATION	0002	09/01/2010	1.00	JOB	\$58,950.000	\$ 58,950.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$22,000.00

2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - - 70 - 106170 - 80 - IKE0 - 31620 - 1740 - 6000 - \$36,950.00

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Total Funding: \$380,986.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
Division Closed FYs Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0003	REPAIR SHIPBOARDS SYSTEMS	0003	09/01/2010	1.00	JOB	\$72,506.000	\$ 72,506.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$36,000.00

2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - - 70 - 106170 - 80 - IKE0 - 31620 - 1740 - 6000 - \$36,506.00

0004	TEST COMPONENTS	0004	09/01/2010	1.00	JOB	\$33,400.000	\$ 33,400.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$33,400.00

0005	UPDATE USER MANUAL	0005	09/01/2010	1.00	JOB	\$3,000.000	\$ 3,000.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$2,400.00

2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - - 70 - 106170 - 80 - IKE0 - 31620 - 1740 - 6000 - \$600.00

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Total Funding: \$380,986.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SOFTWARE BACKUP	0006	09/01/2010 (09/01/2010 to 11/15/2010)	1.00	JOB	\$125.000	\$ 125.00
Ref Req No: PRBRF100032/0001							
Funding Information: 2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$125.00							
0007	ANNUAL INSPECTION 2011 THROUGH 2015	0007	09/01/2010 (09/01/2010 to 11/15/2010)	5.00	YR	\$6,201.000	\$ 31,005.00
Ref Req No: PRBRF100032/0001							
Funding Information: 2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$18,000.00							
2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - - 70 - 106170 - 80 - IKE0 - 31620 - 1740 - 6000 - \$13,005.00							
0008	SUPPLEMENTAL LABOR	0008	09/01/2010 (09/01/2010 to 11/15/2010)	200.00	HR	\$90.000	\$ 18,000.00
Ref Req No: PRBRF100032/0001							
Funding Information: 2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$8,000.00							
2010 - 70 - X4303 - RRF - 9 - 7080 - - IKE00 - 701061 - 70 - 80IKE0 - - - 31620 - 1740 - 6000 - \$10,000.00							

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Total Funding: \$380,986.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0009	SUPPLEMENTAL MATERIAL	0009	09/01/2010	1.00	NTE	\$3,000.000	\$ 3,000.00
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(09/01/2010 to 11/15/2010)

Ref Req No: PRBRF100032/0001

Funding Information:

2010 - 70 - X4303 - RRF - 9 - C7DG - 70 - IKE70 - 0761 - C7 - DG70IKE - - - 31620 - 1740 - 6000 - \$3,000.00

Total Cost: \$380,986.00

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COMMERCIAL CLAUSES

1 DOT ORDER 3902...10 "TEXT MESSAGING WHILE DRIVING"

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

2 WAGE RATES

WD 05-2505 (Rev.-11) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2505

Shirley F. Ebbesen | Division of | Revision No.: 11
Director | Wage Determinations | Date Of Revision: 06/15/2010

States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion
Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

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01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I	13.34
01012 - Accounting Clerk II	16.60
01013 - Accounting Clerk III	24.22
01020 - Administrative Assistant	19.66
01040 - Court Reporter	23.26
01051 - Data Entry Operator I	12.23
01052 - Data Entry Operator II	14.86
01060 - Dispatcher, Motor Vehicle	17.32
01070 - Document Preparation Clerk	12.12
01090 - Duplicating Machine Operator	12.12
01111 - General Clerk I	10.93
01112 - General Clerk II	14.23
01113 - General Clerk III	14.98
01120 - Housing Referral Assistant	18.72
01141 - Messenger Courier	9.04
01191 - Order Clerk I	10.09
01192 - Order Clerk II	11.01
01261 - Personnel Assistant (Employment) I	14.69
01262 - Personnel Assistant (Employment) II	17.18
01263 - Personnel Assistant (Employment) III	20.01
01270 - Production Control Clerk	20.78
01280 - Receptionist	9.77
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	12.10
01311 - Secretary I	12.10
01312 - Secretary II	16.07
01313 - Secretary III	15.09
01320 - Service Order Dispatcher	12.53
01410 - Supply Technician	19.66
01420 - Survey Worker	14.73
01531 - Travel Clerk I	10.69
01532 - Travel Clerk II	11.62
01533 - Travel Clerk III	12.50
01611 - Word Processor I	12.02
01612 - Word Processor II	14.58
01613 - Word Processor III	18.63

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	21.16
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	20.20
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83

07000 - Food Preparation And Service Occupations

07010 - Baker	10.24
07041 - Cook I	8.89
07042 - Cook II	10.18
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.60

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07210 - Meat Cutter	12.37
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.72
11060 - Elevator Operator	8.72
11090 - Gardener	12.36
11122 - Housekeeping Aide	8.72
11150 - Janitor	8.72
11210 - Laborer, Grounds Maintenance	9.10
11240 - Maid or Houseman	7.25
11260 - Pruner	7.70
11270 - Tractor Operator	10.45
11330 - Trail Maintenance Worker	9.10
11360 - Window Cleaner	9.74
12000 - Health Occupations	
12010 - Ambulance Driver	14.74
12011 - Breath Alcohol Technician	15.80
12012 - Certified Occupational Therapist Assistant	21.53
12015 - Certified Physical Therapist Assistant	19.66
12020 - Dental Assistant	12.92
12025 - Dental Hygienist	27.64
12030 - EKG Technician	23.52
12035 - Electroneurodiagnostic Technologist	23.52
12040 - Emergency Medical Technician	14.74
12071 - Licensed Practical Nurse I	14.13
12072 - Licensed Practical Nurse II	15.80
12073 - Licensed Practical Nurse III	17.67
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	14.04
12160 - Medical Record Clerk	11.71
12190 - Medical Record Technician	14.56
12195 - Medical Transcriptionist	13.90
12210 - Nuclear Medicine Technologist	34.73
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.60
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	11.60
12236 - Optical Technician	10.20
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	19.43
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.50
12313 - Registered Nurse II, Specialist	26.50
12314 - Registered Nurse III	32.06
12315 - Registered Nurse III, Anesthetist	32.06
12316 - Registered Nurse IV	38.43
12317 - Scheduler (Drug and Alcohol Testing)	19.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	22.57

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13013 - Exhibits Specialist III		23.86	
13041 - Illustrator I		19.15	
13042 - Illustrator II		22.57	
13043 - Illustrator III		23.86	
13047 - Librarian		21.16	
13050 - Library Aide/Clerk		10.69	
13054 - Library Information Technology Systems Administrator			20.94
13058 - Library Technician		11.80	
13061 - Media Specialist I		14.19	
13062 - Media Specialist II		15.71	
13063 - Media Specialist III		17.50	
13071 - Photographer I		13.80	
13072 - Photographer II		18.46	
13073 - Photographer III		21.75	
13074 - Photographer IV		23.39	
13075 - Photographer V		26.90	
13110 - Video Teleconference Technician			15.65
14000 - Information Technology Occupations			
14041 - Computer Operator I		15.48	
14042 - Computer Operator II		18.07	
14043 - Computer Operator III		22.78	
14044 - Computer Operator IV		25.50	
14045 - Computer Operator V		28.31	
14071 - Computer Programmer I	(see 1)	22.16	
14072 - Computer Programmer II	(see 1)		
14073 - Computer Programmer III	(see 1)		
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)		
14102 - Computer Systems Analyst II	(see 1)		
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator		15.48	
14160 - Personal Computer Support Technician		25.50	
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			29.73
15020 - Aircrew Training Devices Instructor (Rated)			35.98
15030 - Air Crew Training Devices Instructor (Pilot)			40.44
15050 - Computer Based Training Specialist / Instructor			29.73
15060 - Educational Technologist		29.34	
15070 - Flight Instructor (Pilot)		40.44	
15080 - Graphic Artist		19.41	
15090 - Technical Instructor		20.42	
15095 - Technical Instructor/Course Developer			24.98
15110 - Test Proctor		16.48	
15120 - Tutor		16.48	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			
16010 - Assembler		7.55	
16030 - Counter Attendant		7.55	
16040 - Dry Cleaner		9.51	
16070 - Finisher, Flatwork, Machine			7.55
16090 - Presser, Hand		7.55	
16110 - Presser, Machine, Drycleaning			7.55
16130 - Presser, Machine, Shirts		7.55	
16160 - Presser, Machine, Wearing Apparel, Laundry			7.55
16190 - Sewing Machine Operator		10.64	
16220 - Tailor		11.34	
16250 - Washer, Machine		8.45	
19000 - Machine Tool Operation And Repair Occupations			
19010 - Machine-Tool Operator (Tool Room)			21.18

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19040 - Tool And Die Maker	25.10	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	15.40	
21030 - Material Coordinator	19.40	
21040 - Material Expediter	19.40	
21050 - Material Handling Laborer	10.34	
21071 - Order Filler	10.02	
21080 - Production Line Worker (Food Processing)	15.40	
21110 - Shipping Packer	13.88	
21130 - Shipping/Receiving Clerk	13.88	
21140 - Store Worker I	10.25	
21150 - Stock Clerk	15.11	
21210 - Tools And Parts Attendant	15.40	
21410 - Warehouse Specialist	15.40	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	21.68	
23021 - Aircraft Mechanic I	20.16	
23022 - Aircraft Mechanic II	21.68	
23023 - Aircraft Mechanic III	22.22	
23040 - Aircraft Mechanic Helper	15.67	
23050 - Aircraft, Painter	19.25	
23060 - Aircraft Servicer	17.48	
23080 - Aircraft Worker	18.40	
23110 - Appliance Mechanic	19.25	
23120 - Bicycle Repairer	16.09	
23125 - Cable Splicer	20.16	
23130 - Carpenter, Maintenance	19.25	
23140 - Carpet Layer	18.40	
23160 - Electrician, Maintenance	21.02	
23181 - Electronics Technician Maintenance I	18.99	
23182 - Electronics Technician Maintenance II	25.95	
23183 - Electronics Technician Maintenance III	27.57	
23260 - Fabric Worker	17.48	
23290 - Fire Alarm System Mechanic	20.16	
23310 - Fire Extinguisher Repairer	16.65	
23311 - Fuel Distribution System Mechanic	20.16	
23312 - Fuel Distribution System Operator	16.24	
23370 - General Maintenance Worker	18.40	
23380 - Ground Support Equipment Mechanic	20.16	
23381 - Ground Support Equipment Servicer	17.48	
23382 - Ground Support Equipment Worker	18.40	
23391 - Gunsmith I	14.36	
23392 - Gunsmith II	17.03	
23393 - Gunsmith III	19.41	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.16	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.33	
23430 - Heavy Equipment Mechanic	22.18	
23440 - Heavy Equipment Operator	20.16	
23460 - Instrument Mechanic	20.16	
23465 - Laboratory/Shelter Mechanic	19.10	
23470 - Laborer	10.34	
23510 - Locksmith	19.25	
23530 - Machinery Maintenance Mechanic	23.85	
23550 - Machinist, Maintenance	21.67	
23580 - Maintenance Trades Helper	15.06	
23591 - Metrology Technician I	20.16	
23592 - Metrology Technician II	21.19	

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23593 - Metrology Technician III	22.23
23640 - Millwright	20.58
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	23.57
23810 - Plumber, Maintenance	20.89
23820 - Pneudraulic Systems Mechanic	20.16
23850 - Rigger	20.16
23870 - Scale Mechanic	18.40
23890 - Sheet-Metal Worker, Maintenance	20.16
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	21.31
23932 - Telecommunications Mechanic II	22.23
23950 - Telephone Lineman	23.02
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	7.25
24620 - Family Readiness And Support Services Coordinator	11.65
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.17
27007 - Baggage Inspector	10.25
27008 - Corrections Officer	15.82
27010 - Court Security Officer	21.58
27030 - Detection Dog Handler	13.25
27040 - Detention Officer	15.82
27070 - Firefighter	22.28
27101 - Guard I	10.25
27102 - Guard II	12.69
27131 - Police Officer I	22.30
27132 - Police Officer II	24.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.93
28042 - Carnival Equipment Repairer	11.75
28043 - Carnival Equipment Worker	7.79
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	16.23
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	15.78
28630 - Sports Official	15.00
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.59
29020 - Hatch Tender	16.59
29030 - Line Handler	16.59
29041 - Stevedore I	15.35

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29042 - Stevedore II	16.90	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.18	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.26	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.71	
30021 - Archeological Technician I	16.60	
30022 - Archeological Technician II	19.15	
30023 - Archeological Technician III	22.57	
30030 - Cartographic Technician	25.96	
30040 - Civil Engineering Technician	24.06	
30061 - Drafter/CAD Operator I	16.26	
30062 - Drafter/CAD Operator II	19.15	
30063 - Drafter/CAD Operator III	20.70	
30064 - Drafter/CAD Operator IV	24.95	
30081 - Engineering Technician I	14.76	
30082 - Engineering Technician II	16.74	
30083 - Engineering Technician III	20.60	
30084 - Engineering Technician IV	25.52	
30085 - Engineering Technician V	30.94	
30086 - Engineering Technician VI	33.95	
30090 - Environmental Technician	20.75	
30210 - Laboratory Technician	26.75	
30240 - Mathematical Technician	25.52	
30361 - Paralegal/Legal Assistant I	18.50	
30362 - Paralegal/Legal Assistant II	22.92	
30363 - Paralegal/Legal Assistant III	28.04	
30364 - Paralegal/Legal Assistant IV	33.93	
30390 - Photo-Optics Technician	24.22	
30461 - Technical Writer I	22.38	
30462 - Technical Writer II	27.39	
30463 - Technical Writer III	29.27	
30491 - Unexploded Ordnance (UXO) Technician I	22.35	
30492 - Unexploded Ordnance (UXO) Technician II	27.05	
30493 - Unexploded Ordnance (UXO) Technician III	32.42	
30494 - Unexploded (UXO) Safety Escort	24.12	
30495 - Unexploded (UXO) Sweep Personnel	24.12	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	18.66
30621 - Weather Observer, Senior	(see 2)	22.52
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	7.97	
31030 - Bus Driver	11.77	
31043 - Driver Courier	10.98	
31260 - Parking and Lot Attendant	7.48	
31290 - Shuttle Bus Driver	11.93	
31310 - Taxi Driver	8.44	
31361 - Truckdriver, Light	11.93	
31362 - Truckdriver, Medium	12.82	
31363 - Truckdriver, Heavy	14.96	
31364 - Truckdriver, Tractor-Trailer	14.96	
99000 - Miscellaneous Occupations		
99030 - Cashier	7.69	
99050 - Desk Clerk	9.41	
99095 - Embalmer	26.74	
99251 - Laboratory Animal Caretaker I	10.09	
99252 - Laboratory Animal Caretaker II	11.20	
99310 - Mortician	26.74	
99410 - Pest Controller	15.00	
99510 - Photofinishing Worker	11.74	

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99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	16.44
99730 - Refuse Collector	13.04
99810 - Sales Clerk	11.01
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	21.26
99831 - Surveying Aide	12.10
99832 - Surveying Technician	15.87
99840 - Vending Machine Attendant	11.83
99841 - Vending Machine Repairer	14.91
99842 - Vending Machine Repairer Helper	11.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

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and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

3 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-03	Offeror Representations and Certifications - Commercial Items	August 2009
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009

4 1252.217-85 INSPECTION AND MANNER OF DOING WORK OCTOBER 2000

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

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

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

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

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

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

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- (3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.
- (4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.
- (d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.
- (e) The Contractor shall--
- (1) Exercise reasonable care to protect the vessel from fire;
 - (2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.
 - (3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;
 - (4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;
 - (5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.
 - (6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;
 - (7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and
 - (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
 - (9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
 - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable--
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
 - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

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

5 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO APRIL 2010**
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

(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.]

___X___ (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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (6) 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).

___ (7) [Reserved]

___x___ (8)(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.

___ (9)(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.

___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(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.
- ___ (15) 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).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- X___ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- X___ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- _X___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X___ (23) 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).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 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).
- ___ (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.
- ___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (31)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (32) 52.225-05, Trade Agreements (AUG 2009) (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 (FEB 2010) (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.]

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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(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 (APR 2010) (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) [Reserved]

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

(v) 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).

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

(vii) [Reserved]

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

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

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

(End of Clause)

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SECTION E -- INSPECTION AND ACCEPTANCE

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

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

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP AUGUST 2005

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

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

- (a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.
- (b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.
- (c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.
- (d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.
- (e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.
- (f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.
- (g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

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

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

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

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

H.3 MCL.H-13 SUPERVISION

AUGUST 2005

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

H.4 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST 2005

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

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

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's 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.

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(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 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.

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(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 _____ . (Contracting Officer fills in amount up to \$5000.)

H.5 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST 2005

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

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

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

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

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

AUGUST 2005

(a) INDEMNITY

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

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

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

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error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

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

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

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

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

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

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

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

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

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

(d) FORM OF CONFIRMATION

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

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

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

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

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

- (1) Occupational Safety and Health Administration (OSHA):
 - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
 - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
 - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
 - Title 29, CFR, Section 1910.1200 Hazard Communication
 - Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)
- (2) Environmental Protection Agency (EPA)
 - Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants (Asbestos) and Part 763 Asbestos.
 - Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
- (3) Maritime Administration (MARAD)

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

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

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

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
 - Part 50, National Primary and Secondary Ambient Air Quality Standards
 - Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
 - Part 82, Protection of Stratospheric Ozone
 - Part 110, Discharge of Oil
 - Part 112, Oil Pollution Prevention
 - Part 117, Determination of Reportable Quantities for Hazardous Substances
 - Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
 - Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
 - Part 261, Identification and Listing of Hazardous Waste
 - Part 262, Standards Applicable to Generators of Hazardous Waste
 - Part 279, Standards for the Management of Used Oil
 - Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
 - Part 302, Designation, Reportable Quantities, and Notification
 - Part 355, Emergency Planning and Notification
 - Part 370, Hazardous Chemical Reporting: Community Right-to-Know
 - Part 372, Toxic Chemical Release: Community Right-to-Know
 - Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
 - Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,
 - Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
 - Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
 - Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
 - Part 1910, Occupational Safety and Health Standards
 - Part 1915, Occupational Safety And Health Standards for Shipyard employment
 - Part 1926, Occupational Safety and Health Regulations for Construction

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

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

The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting,

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reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. In addition, the contractor shall be responsible for:

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

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

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.222-54	Employment Eligibility Verification	January 2009

I.2 1252.223-71 ACCIDENT AND FIRE REPORTING MAY 2005

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

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

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

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

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

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

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

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

(End of clause)

I.3 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS APRIL 2005

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I.4 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

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

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

I.5 52.243-01 ALT I CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I APRIL 1984

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

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

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

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

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

I.6 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

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1. ABSTRACT:

The contractor shall provide a fully functional Vessel Radio Monitoring System at the Beaumont Reserve Fleet 2600 Amaco Road Beaumont, Texas 77705 to monitor alarms onboard specific vessels located in the fleet anchorage. The radio monitoring system's shore side base station was destroyed during Hurricane IKE. The equipment on the vessels may require upgrading and/or repairs. The contractor may use all or part of the undamaged components on board the vessels; however the contractor is still responsible for providing a fully functional Radio Monitoring System that meet the requirements of this specification.

2. GENERAL SPECIFICATIONS/REQUIREMENTS:

The radio monitoring system reports the occurrence of fire, flooding, electrical current, unauthorized entrance, unsatisfactory dehumidification and cathodic protection for fourteen (14) ocean-going vessels. Vessel mounted Remote Terminal Units (RTU) collect data from sensors mounted at various locations throughout the vessel, determine if an alarm condition is present and respond to the alarm by initiating an immediate transmission to the Base Station, or store the data if it is within normal parameters.

The System uses a quiescent plus polled protocol, whereby the radio system is normally silent except when a vessel mounted RTU detects an alarm or an analog value change below or beyond set points preset by system operators for that sensor. The System is polled from the Base Station on a timed basis or on demand. The normal polling procedure collects maintenance data from each vessel-mounted RTU (battery voltage, sensor status, communication status, current alarm conditions). An alarm event, defined as a digital sensor trip or an analog value outside of normal parameters, causes the vessel mounted RTU to initiate an immediate communication to the Base Station. In the event of a communication failure, the Base Station continues to poll the RTU until it receives an acknowledgement that the data was received. The radio system uses an error checking protocol to insure correct data transmission. The RTU independently monitors a minimum of fourteen (14) analog and digital or contact closure type sensors per vessel. The number of vessels the system can monitor is unlimited.

3. SYSTEM COMPONENTS

- 1. System Central Controller or Base Station consists of the following:**
 - a. PC station with display/alarm software installed and configured to depict the harbor, all ships, and significant harbor features and secondarily detail screens depicting individual ships with sensor locations clearly marked.
 - b. Base Station radio and antenna system integrated to monitoring system-operating software.
 - c. System Manual with one (1) set of system "as built" drawings.

2. **Remote Terminal Units (RTU) installed on each vessel that are monitored by the System.**
 - a. Remote Terminal Units with integrated data radios and power supply. Connections for external power such as AC adapter and solar panels.
 - b. RTU's store a minimum of 24,000 time and date tagged data points.
 - c. Each RTU is capable of monitoring up to 14 sensors.
 - d. Comprehensive manual covering RTU operations.

3. **Fourteen (14) analog and digital sensors per RTU designed to monitor fire, flooding, electrical current, unauthorized entrance, and unsatisfactory dehumidification and cathodic protection.**
 - a. Two (2) temperature (heat) sensors for fire monitoring (4-20 mA), 2,000°F.
 - b. Two (2) relative humidity sensors (4-20 mA).
 - c. One (1) current sensor 4-20 mA to monitor incoming 3-phase current at each vessel.
 - d. Two (2) infrared intrusion monitoring sensors.
 - e. Two (2) contact closure flood sensors and mounts.
 - f. One (1) relay system capable of monitoring dehumidification machine operations (ON/OFF, starts and runtime)
 - g. One (1) cathodic protection monitoring sensor

4. DEFINITIONS/RELATED VMS COMPONENTS

- 4.1 **Remote Terminal Unit** is defined as an assembly including a computer controller device with a display. The RTU is designed to accept and store analog or digital data from sensors mounted throughout the vessel as well as display the local RTU serial number, current time and date, battery voltage remaining on RTU batteries, real time data for each active channel, and at least 10 historical data points for each active channel on the RTU. The RTU operates with an integrated spread-spectrum radio and battery enclosed in a NEMA 4 X enclosures. The integrity of the NEMA 4X enclosure is not compromised by cables or wires coming into the enclosure; it remains watertight and is simple to disconnect and relocate to another ship as desired. The RTU assembly operates as a vessel mounted data accumulator that transmits data to the base station by being polled at frequent intervals. During normal operations, the Base Station polls any or all Remote Terminal Units for status on a regular operator selectable basis.

- 4.2 **Base Station** does not have sensors connected to it. The function of the Base Station is to display data on each deployed sensor and each RTU equipped vessel's status and to poll vessel mounted RTUs for data. Software selected to display the system data is an object-oriented program permitting a view of ship locations and major harbor facilities. Vessels are moved around the harbor using a "click and drag" computer operation. A labeled image of each, visible and audible, change when an alarm is detected on that vessel. On "clicking" any vessel a secondary screen appears depicting that vessel only, which shows each sensor location and type and a dialog window opens detailing the alarm history of that sensor. The software acts as the primary controller for the system and provides for visual and audible local alarms when the conditions warrant them. Both the Base Station PC and software are integrated with an appropriate data radio.
- 4.3 **Radios** are 900 MHz or 2.4 GHz spread spectrum frequency hopping data radios fully integrated into the RTU and Base Station. System radios are capable of continuous operations in conditions appropriate to Beaumont, Texas. All radios are able to act as repeaters to assure RF path to the Base Station.
- 4.4 **Antennas** for the System are Omni or directional with sufficient gain to assure reliable transmission and reception over the distances required at the Reserve Fleet with the minimum distance of five (5) miles.
- 4.5 **Power Supply** Each RTU is equipped with onboard battery capacity to operate without input for at least 48 hours. The RTU has an integrated battery charger suitable to maintain a fully charged battery(s) under normal conditions using an AC adapter and solar panel. The RTU is wired such that they operate off the battery, not a direct AC connection, as a protection against AC surges. Battery status is monitored and displayed for each RTU by the software package. Solar panels part of the deliverable system to the Fleet.
- 4.6 **System Integration, Optimization** at the Base Station is capable of system integration and optimization of the software and hardware. Integration shall consist of proper selection of RTU components and manufacture of RTUs consistent with the requirements of this application along with the software required to operate the system. Optimization consists of programming and developing a database tailored to the specifics of the Beaumont Reserve Fleet.
- 4.7 **Speech synthesizer** whereby an integral solid state analyzer/synthesizer board shall be available that shall accept, digitize and store user spoken speech or other sounds in a minimum 4 Mbytes flash memory for later playback through the synthesizer. The board shall provide high quality natural sounding storage and playback of speech in any language. At least 12 minutes of 4 kHz bandwidth audio storage shall be possible. Speech compression methods that degrade speech quality shall not be employed. A minimum of 254 individual messages shall be addressable, with any message length possible from 0

seconds up to the remaining capacity of the dialer. Individual messages shall be erasable and recordable without affecting other recorded messages. Integral software shall be supplied to organize the spoken messages efficiently in memory by user defined message number, prompt the user during the recording process, tag the messages, and enable the messages to be concatenated to form long messages from recorded phrases. System software shall efficiently manage the flash sectors to avoid wasting flash capacity. With user defined speech, it shall be possible for the unit to repeat previously entered spoken alarm messages and to verbally report analog values and associated engineering units in easily understandable language familiar to the operator. A touch tone detector shall be provided to enable the unit to respond to tones entered on any touch tone phone. With this capability and appropriate supplied software, it shall be possible for operators to acknowledge alarms, change set points, enter security keywords, control equipment operation, and trigger spoken reports of station status including spoken reporting of analog, digital or contact closure alarm values such as fire, flooding, electrical current, and unauthorized entrance etc. The dialer shall be able to report any status or analog value present in the RTU, including those received from remote RTUs. Alarm acknowledgment shall require touch-tone entry of a security code unique to each operator.

5. CONTRACTOR REQUIREMENTS

The Contractor shall meet the following requirements:

- 5.1 The contractor shall have five years minimum demonstrated capacity and history of manufacturing, programming, installing, testing, repairing, and supporting radio telemetry systems for Naval, Marad or commercial ocean-going vessels.
- 5.2 The contractor shall have a demonstrated capacity to produce, program, and install the system within 30 days of notice to proceed. Have a demonstrated capacity to supply long-term technical support on all aspects of system hardware, software, and system configuration.
- 5.3 The Contractor shall be responsible for furnishing, integrating, and optimizing the system as well as installation, training, and long-term support.
- 5.4 The contractor shall provide all labor, equipment, materials, engineering and structural calculations to accomplish the specification(s).
- 5.5 The contractor shall obtain all applicable Insurance's, Marine Chemist certificates, and permits required by law to accomplish the specification(s).
- 5.6 The contractor shall include all removals required to gain access to accomplish the repairs, renewals and additions enumerated herein.
- 5.7 The contractor shall replace all removals for access.

- 5.8 The contractor shall provide fire protection, firewatch services and equipment to protect the vessel and personnel.
- 5.9 The contractor shall take measurements of dimensions and proportions to accurately carry out these repairs. Measurements referred to in the specification(s) are estimates given for identification and general guidance only.
- 5.10 Materials or equipment identified in these specifications may be substituted with equivalent products with the Fleet Representative's approval.
- 5.11 The contractor shall dispose of all waste as per local, state and federal regulations. Copies of disposal documentation, if required, shall be delivered to the Fleet Environmental Officer.
- 5.12 The contractor shall clean and restore all areas disturbed by work outlined in the specification(s) as original.
- 5.13 The contractor shall maintain the work area in a safe and clean condition.
- 5.14 The contractor shall complete and document a comprehensive test of all RMS functionality including updating all sensors on the HMI (SCADA) software, recovering historical data, off-site storage, and BRF-wide data distribution as personnel access and how access will be controlled. After the RMS system is commissioned as fully operational the contractor shall amend the existing RMS manual to include modifications to hardware and software associated with the repair and re-commission of the system.

6. REFERENCES:

- 6.1 Vessel Monitoring System Operating Manual

7. ITEM LOCATION:

- 7.1 LOCATION: Beaumont Reserve Fleet,
2600 Amaco Road Beaumont, Texas 77705

8. GOVERNMENT FURNISHED EQUIPMENT/MATERIAL/SERVICES:

- 8.1 EQUIPMENT: None
- 8.2 MATERIALS: None
- 8.3 SERVICES: None

9. STATEMENT OF WORK:

- 9.1 Provide and Install equipment and material to establish an operating Base Station to include but not limited to re-constructing software consistent with current fleet configurations or equivalents as follows:
 - 9.1.1 (1) PC station to include a 32 inch 1080P flat panel LCD monitor
 - 9.1.2 (1) WER5 Master

- 9.1.3 (1) Max stream X-Tend RF modem (1 Watt)
 - 9.1.4 (1) Auto Dialer
 - 9.1.5 (1) Master Software (re-configure for current fleet)
 - 9.1.6 (1) WEBPWR Power Supply system, 75 Amp Hr. Battery Backup Assembly
 - 9.1.7 (1) Events Re-Registration
 - 9.1.8 (1) Events 700 Web Server
 - 9.1.9 (1) Web server software configuration
 - 9.1.10 (1) Reconstruction of screens to current Fleet configuration
 - 9.1.11 (1) M-1350 50' Tower assembly
 - 9.1.12 (1) Lightening Rod
 - 9.1.13 (1) 11 dbi Omni Antenna
 - 9.1.14 (1) LMR400 Coax Cable (150')
 - 9.1.15 (1) Install the Web server configured to the BRF Intranet only to permit saving and secure all RMS historical data.
- 9.2 Inspect and Repair all Shipboard systems, circuits, sensors, and equipment installed on fourteen (14) vessels in the Fleet. The inspection and repair regime shall include the following:
- 9.2.1 Re-energize all sites and test battery condition
 - 9.2.2 Inspect and test all Computer PCB cards
 - 9.2.3 Test all circuits and thoroughly inspect all wiring
 - 9.2.4 Test and certify all sensors for proper operations and data accuracy
 - 9.2.5 Certify that all sensor data is properly displayed and stored in local RTUs
 - 9.2.6 Thoroughly inspect all RF communication wiring and cables, replace as required
 - 9.2.7 Re-establish radio-path to base station for each vessel/system
 - 9.2.8 Test all sites for two-way communication
 - 9.2.9 Provide and Install equipment and material or equivalents to include but not limited to:
 - 9.2.9.1.1 (14) WE1111 Radio Assembly
 - 9.2.9.1.2 (14) WERH Humidity Sensor
 - 9.2.9.1.3 (14) WETP1C Temp Probe (4-20mA)
 - 9.2.9.1.4 (14) WE Flood Float Assembly
 - 9.2.9.1.5 (14) WE INT Intrusion Sensor
 - 9.2.9.1.6 (14) Battery Chargers (Tenders 1.4A)
 - 9.2.9.1.7 (14) Coax Antenna Cables (100')
 - 9.2.9.1.8 (14) WE Loop 4-20 m Amp Loop Charge Board

- 9.2.9.1.9 (14) WER9AN Analog board - 8 analog I/O
- 9.2.9.1.10 (14) WER9DI Digital board - 8 digital I/O
- 9.2.9.1.11 (14) WERRL Relay Expansion board - 8 Relays

- 9.3 Test and document that all existing installed components and wiring meet designed requirements and operational requirements.
- 9.4 One (1) hard copy and electronic copy of user manual
- 9.5 One (1) back-up set of disk of all software used to rebuild the system in case of system crash.
- 9.6 Annual Inspection. The contractor shall provide inspection testing and troubleshooting services, along with an inspection report, for all VMS components and software for a period of five (5) years commencing one year after completing the SOW herein.

10. PERFORMANCE CRITERIA/DELIVERABLES:

- 10.1 This work scope shall be completed within 60 days of notice to proceed.
- 10.2 Notify the Fleet Representative by condition report of any conditions which may impact the completion of the work scope.

11. WORK DAYS & NOTICES

CONTRACTOR SHALL SPECIFY THE NUMBER OF DAYS REQUIRED ACCOMPLISHING THE WORK OUTLINED IN THESE SPECIFICATIONS.

CALENDAR DAYS: _____
WORKING DAYS: _____

NOTE: AT NOTICE TO PROCEED WITH THE CLINS TO BE ACCOMPLISHED WILL BE INDICATED IN WRITING FROM THE MARITIME ADMINISTRATION.

OTHER ITEMS OF THIS BID (not issued at notice to proceed if any) MAY BE AUTHORIZED DURING THE PERFORMANCE PERIOD OF THIS REPAIR BY MEANS OF AN AMENDMENT TO THE CONTRACT BY MUTUAL AGREEMENT.

ADDITIONAL WORK ABOVE THE ORIGINAL CONTRACT SPECIFICATIONS WILL CONSTITUTE A CHANGE TO THE CONTRACT AND WILL BE NEGOTIATED, AND BECOME AN AMENDMENT TO THE CONTRACT BY MUTUAL AGREEMENT.

REDUCTION OF ANY ITEM BEFORE COMPLETION OF SAME WILL CONSTITUTE A CHANGE TO THE CONTRACT AND WILL BE NEGOTIATED, AND BECOME AN AMENDMENT TO THE CONTRACT BY MUTUAL AGREEMENT.

THE MARITIME ADMINISTRATION RESERVES THE RIGHT TO REDUCE OR CANCEL ANY ITEM AT ANY TIME.