



**US Army Corps  
of Engineers**

Marine Design Center

**SPECIFICATIONS**  
to  
**DESIGN, CONSTRUCT,  
TEST AND DELIVER**  
the  
**R/V STURGEON RETROFIT**

**SOLICITATION # DACW61-02-R-0004**

DEPARTMENT OF THE ARMY  
Corps of Engineers  
Marine Design Center  
Philadelphia, PA

THIS PAGE INTENTIONALLY LEFT BLANK

CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY.** Important items for you to check are included in but not limited to those listed below. This checklists furnished only to assist you in submitting a proper bid. Check as you read.

- [ ] Are you registered in the Central Contractor Database? See DFARS Clause 52.204-7004 "REQUIRED CENTRAL CONTRACTOR REGISTRATION" in Section I of the Solicitation.
- [ ] Have you acknowledged all amendments?
- [ ] Have you completed the "Representations and Certifications" (Section K) portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 33?
- [ ] Is your bid properly signed by an officer of your company?
- [ ] If a bid guarantee is required, is it included with your bid and is it in the proper amount? (Usually 20 percent of the total bid price, including any options or additives.) (A late bid guarantee is treated the same as a late bid). Is your bid bond properly signed by both the bidder and surety and are all required seals affixed.
- [ ] Is the name in which you submitted the bid the same on your bid as on the bid bond?
- [ ] If required, have you entered a unit price for each bid item? (The solicitation will specifically state when this is necessary.)
- [ ] The Government may reject a bid as nonresponsive if it is materially or mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- [ ] Are decimals in unit prices in the proper places? Are your figures legible?
- [ ] Are the extensions of your unit prices, and your total bid price correct?
- [ ] Are all erasures or corrections initialed by the person signing the bid?
- [ ] Have you restricted your bid by altering the provisions of the Solicitation?
- [ ] If you are a large business and your bid is greater than \$1,000,000.00 have you included your Sub-Contracting Plan in your bid package? (NOTE: AN AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 5% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES).
- [ ] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct Solicitation number and bid opening time?
- [ ] Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders (Section L) of the Solicitation.

July 2, 1998

THIS PAGE INTENTIONALLY LEFT BLANK

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF
2. CONTRACT NO.	3. SOLICITATION NO. <b>DACW61-02-R-0004</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>11/13/01</b>	6. REQUISITION/PURCHASE NO. <b>W25PHS-1274-1264</b>
7. ISSUED BY <b>USACE, PHILADELPHIA WANAMAKER BUILDING, 100 PENN SQUARE EAST PHILADELPHIA, PENNSYLVANIA 19107-3390</b>		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracts Branch, Room 641 until 1600 local time 12/13/01  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Michelle Bertoline</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>215-656-6914</b>
---------------------------	--------------------------------------	--

**11. TABLE OF CONTENTS**

(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	72
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	40	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	24
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	6	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	10
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	2	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	2
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	16				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
16B. TELEPHONE NO. (include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. 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) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <span style="float: right;">ITEM</span>
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY <span style="float: right;">CODE</span>
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
	28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

THIS PAGE INTENTIONALLY LEFT BLANK



**US Army Corps  
of Engineers**

Marine Design Center

**SPECIFICATIONS**  
to  
**DESIGN, CONSTRUCT,  
TEST AND DELIVER**  
the  
**R/V STURGEON RETROFIT**

**SOLICITATION # DACW61-02-R-0004**

DEPARTMENT OF THE ARMY  
Corps of Engineers  
Marine Design Center  
Philadelphia, PA

Design, Construct, Test and Deliver the R/V STURGEON Retrofit in accordance with the attached specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	<u>R/V STURGEON RETROFIT</u>	1	JOB	XXXXXX	XXXXXXXX
0001AA	NOT USED	0	JOB	XXXXXX	XXXXXXXX
0001AB	ENGINEERING (The submittals required for "Engineering" are listed in Contract clause H02. This item is initiated by an NTP issued by the Contracting Officer after contract award. The Contractor may not start this item until he receives the NTP.)	1	JOB	XXXXXX	\$_____
0001AC	CONSTRUCTION, TESTING, AND DELIVERY (The submittals required for "Construction, Testing, and Delivery" are listed in Contract clause H02. This item is initiated by an NTP issued by the Contracting Officer after satisfactory completion of Item 0001AB. The Contractor may not start this item until he receives the NTP.)	1	JOB	XXXXXX	\$_____
TOTAL FOR ITEM 0001		1	JOB	XXXXXX	\$_____

INSERT LOCATION OF THE FACILITY WHERE THE WORK WILL BE PERFORMED:

---

The Government may reject an offer as non-responsive if it is materially and mathematically unbalanced as to price for any bid item or combination of bid items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Refer to Section L and M for Evaluation and Award criteria.

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0002	<u>OPTION LINE ITEM – TRANSPORTATION OF R/V STURGEON HULL AND GOVERNMENT FURNISHED EQUIPMENT (GFE)</u>	1	JOB	XXXXXX	XXXXXXXX
0002AA	TRANSPORTATION OF R/V STURGEON HULL AND GFE (Include under this line item, all costs associated with the packaging, loading, securing, and transportation of the R/V STURGEON hull and GFE equipment from their present locations in Escanaba, MI and Cheboygan, MI, respectively, to the Contractor’s facility.	1	JOB	XXXXXX	\$_____
	TOTAL FOR ITEM 0002	1	JOB	XXXXXX	\$_____

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0003	<u>OPTION LINE ITEM – ABS CLASSIFICATION</u>	1	JOB	XXXXX	XXXXXXXX
0003AA	ABS CLASSIFICATION (Include under this line item, all costs associated with obtaining an American Bureau of Shipping (ABS) Certificate of Classification, A-1 Research Vessel – Great Lakes Service, for the R/V STURGEON. In addition to the direct costs of ABS, include all costs associated with the structural modifications required to make the vessel compliant with ABS requirements.) Refer to Clause C026.	1	JOB	XXXXX	\$_____
	TOTAL FOR ITEM 0003	1	JOB	XXXXX	\$_____

**PART I – THE SCHEDULE – SECTION C**  
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

INDEX

C000 General.....	4
C025 Construction Standards .....	5
C026 Optional ABS Class.....	5
C041 Care of the Vessel and GFE .....	6
C042 Drawings .....	8
C100 Scientific.....	11
C200 Arrangements and Configuration .....	13
C300 Structure.....	14
C301 Steel Repairs .....	14
C302 New Steel Construction .....	15
C320 Tanks .....	15
C400 Outfit.....	18
C401 Ceiling and Joinery .....	18
C402 Console Arrangement .....	18
C405 Coating System .....	18
C410 Hull Outfit and Fittings .....	18
C415 Doors, Windows, Hatches, and Manholes .....	19
C420 Deck Fittings .....	20

C425 Bulwarks and Railings .....	21
C427 Ladders and Stairs .....	21
C430 Deck Coverings .....	21
C431 Overboard Deck Drains .....	21
C432 Floor Plates .....	21
C436 Insulation.....	21
C437 Furniture and Equipment .....	22
C445 Lifesaving, Fire, and Safety .....	22
C460 Nameplates, Notices, and Markings .....	23
C470 Communications Equipment .....	23
C472 Navigation Equipment .....	23
<b>C500 Special Features .....</b>	<b>24</b>
<b>C600 Machinery .....</b>	<b>28</b>
C601 General Requirements .....	28
C605 Propulsion System .....	29
C615 Steering System .....	29
C625 Electrical Power Plant .....	30
C630 Fuel Oil System.....	30
C640 Engine Cooling System .....	31
C650 Engine Exhaust System .....	32
C660 Bilge System & Deck Washdown .....	32
C665 Potable and Flushing Water Systems .....	33
C667 Sanitary and Sewage Systems .....	33

C685 Heating, Ventilation and Air Conditioning ..... 34

C690 Compressed Air System ..... 35

**C700 Electrical System ..... 35**

C725 Cabling ..... 36

C730 Lighting and Receptacles ..... 36

C740 Switchboard ..... 38

C745 Panelboards ..... 38

C750 Motors and Controllers ..... 38

C760 Shore Power ..... 39

## **C000 General**

### **STURGEON Current condition.**

The STURGEON at present is not a functioning vessel, only a steel shell. No machinery is on board beyond the existing shafts propellers and rudders. No functional mechanical or electrical systems are in place.

The approximate dimensions of the STURGEON, in its current condition, are as follows:

Length over all	101 ft.
Beam over all	24 ft. – 9 in.
Draft	9 ft.
Displacement	180 long tons
Maximum height above waterline	23 ft.

The current vessel configuration includes a raised focsle approximately 70 feet in length along the main deck from the bow to the after bulkhead. A single level pilothouse is mounted on the focsle deck (01) level. There is a sunken deck level forward of the pilothouse mounting the anchor winch.

The intent of this contract is to re-build the STURGEON from the current shell condition to a fully functioning fisheries research vessel. The configuration of the vessel as re-built shall be in accordance with the contract drawings. Refer to clause C042.

The STURGEON, as re-built, will be similar in many respects to the recently delivered fisheries research vessel KIYI. The KIYI is similar in size (104 ft. x 27 ft.) and in configuration (extended focsle) to the STURGEON.

### **Government Furnished Equipment (GFE)**

An extensive outfit of GFE equipment is provided as part of this contract. Refer to the GFE list in clause C042. Except for the life raft, main engines, and gears, the GFE equipment in this contract is identical to the equipment already installed on the KIYI, and is new, unused, and of recent (approximately 1998) manufacture. Refer to clause C605 for the engines and gears. The engines and gears date from 1980. They will be overhauled, and provided as GFE in ready to install condition.

The Contractor is required to provide and install any equipment, or material, not specifically designated as GFE.

Pertinent drawings from the KIYI are included in this contract for informational purposes. These drawings show the installation of the identical equipment (to the STURGEON GFE items) on the KIYI.

The Contractor is required to install all GFE equipment, and to provide all service connections, controls, fluids, etc. for the function of the GFE equipment.

Any equipment not specifically identified as GFE shall be provided and installed by the Contractor.

### **C025 Construction Standards**

All new construction shall be in accordance with the ABS Rules for Building and Classing Vessels Under 100 Meters.

The vessel, after completion of all work, shall meet all requirements of 46CFR Part 28 "Requirements for Commercial Fishing Industry Vessels."

After completion of all work, the vessel shall also meet all requirements for a Great Lakes Load Line. Refer to Clause C100.

All steel repairs and new steel work shall be in accordance with the ABS "Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction," 1998.

The National Shipbuilding Research Program (NSRP 0490), January 1998, "Industrial Standards for Hull Structural Penetration Design Criteria and Details" should be referred to for hull penetrations.

The Contractor shall provide a Statement of Fact letter from ABS documenting that all new construction, and all steel repairs are in accordance with ABS rules, and that all requirements of 46CFR Part 28 are met.

### **Manned Spaces**

For the purposes of this contract, manned spaces are all crew quarters, heads, pilothouse, galley spaces, wet and dry labs, laundry spaces, engine & generator rooms, and hallways associated with these spaces.

### **C026 Optional ABS Class**

The government shall consider an option for ABS Class as part of this contract.

ABS has inspected the STURGEON, and has determined that the STURGEON is capable of being classed. However, no plan review has been accomplished, and the ABS inspection did indicate that structural modifications would be needed, especially the main deck plating, and hull framing.

All plans normally required for ABS class must therefore be developed by the Contractor and submitted to ABS for review as part of this option. In addition, all vessel modifications identified by ABS as required for class must be implemented by the Contractor as part of this option.

The ABS point of contact for this option is Mr. Glenn Ashe, Director of Government Operations. Phone is 703-519-0801. E-mail is [gashe@eagle.org](mailto:gashe@eagle.org).

This option shall require the contractor to provide all labor, material and services to obtain an ABS Certificate of Classification for the STURGEON.

The Classification Description shall be "Steel Research Vessel". The Class in the ABS Record shall be "A1 Great Lakes Service; AMS". Note that Maltese Cross classification is not required, as the vessel was not classed when originally constructed.

This Option shall be priced as a separate line item in the contract. Any additional required contractual time required to implement this option shall also be identified as a separate line item. The Government may or may not exercise the option.

Note that if this option is invoked by the Government, the ABS Statement of Fact letter stipulated in C025 above will still be required, but the statement of fact will be limited to compliance with 46CFR Part 28.

## **C041 Care of the Vessel and GFE**

### **General**

After completion of contracted work, all tanks shall be cleaned and inspected by the Government Representative. Tanks shall be closed after successful inspection to the satisfaction of the COR.

The contractor shall protect all equipment from freezing. Any damage to the vessel or equipment from freezing during the duration of this contract shall be repaired by the contractor at his expense.

The vessel shall be carefully grounded (electrically) during all welding operations.

### **Fire Prevention**

The Contractor shall provide and maintain an effective system of fire prevention and fire fighting.

### **Flooding Prevention**

The Contractor shall provide and maintain an effective system of flooding prevention, flooding detection, and dewatering capability.

**Care of GFE**

The Government will deliver the GFE to the Contractor at his facility directly upon award of contract. The Contractor shall be responsible for unloading and storage of GFE.

The Contractor shall be responsible for the proper care of all GFE provided as part of this contract. All GFE except for the trawl winches and net reels shall be stored under cover. Any GFE that is damaged shall be replaced, or repaired, to as new condition by the Contractor at his expense.

Operating manuals for GFE (except for engines, gears, and life raft) shall be provided (by the Government) with the GFE. The Contractor shall provide these manuals with the vessel upon delivery of the completed vessel. The Contractor shall replace any manuals degraded or damaged during this contract with new manuals identical to the originals.

**Care of Machinery and Equipment**

The Contractor is responsible for the care of all machinery and equipment at his facility, whether furnished by him or the Government.

All machinery and equipment, especially electronic and electrical equipment, shall be protected at all times from dust moisture or other foreign matter.

Any item of machinery or equipment installed on board the vessel shall be effectively protected against damage from work occurring on the vessel.

**Scrap Removals**

Prior to performing any work on the vessel, the Contractor shall remove and scrap all items of equipment, all electrical and plumbing fixtures, piping, electrical wiring, insulation and associated hangars or mounts from the vessel.

Shafts, propellers, rudders and their mounting bearings and stuffing boxes shall not be removed, and will be re-used.

The Contractor shall also remove fuel piping as described in clause C630 of this contract.

The end result of this requirement shall be the vessel hull and house steel only with no other objects or items on board, except for the shafts, propellers and rudders.

**Tank and Interior Space Cleaning and Gas Freeing**

Prior to performing any work on board the vessel, the Contractor shall empty, clean, degrease, and gas free all interior hull and house spaces, voids, tanks and pump rooms in accordance with the requirements of 29CFR 1915.

There are approximately 500 gallons of residual diesel fuel/water slop on board the vessel in the fuel tanks. This slop shall be removed, and shall become the property of the Contractor.

### **C042 Drawings**

Three categories of drawings are provided with this contract. These are:

- STURGEON Drawings prepared by the Marine Design Center,
- STURGEON Drawings prepared by Elliot Bay Design Group, and
- Drawings for the M/V KIYI.

A description of these categories is provided below.

### **STURGEON Drawings**

There are arrangement and profile drawings provided in this RFP. One set was prepared by the Marine Design Center (MDC), and the second set was prepared by Elliot Bay Design Group (EBDG). The EBDG drawings show an earlier arrangement configuration that has since been superseded by the MDC drawings.

The MDC drawings show Port & Starboard stacks, and a new pilothouse and 01 -level house, while the EBDG drawings show a centerline stack with the existing pilothouse intact. The MDC drawings also show different arrangements within the house and hull.

All of the EBDG drawings are based on the EBDG arrangement and profile.

The MDC drawings represent the arrangements that are to be incorporated by the Contractor. As such, the Contractor is required to re-engineer and revise the EBDG drawings as required to implement the current arrangements, and to provide the ABS Statement of Fact letter.

The Contractor must follow the arrangements depicted in the MDC drawings. The Contractor may use differing structural arrangements so long as ABS requirements are satisfied.

### **KIYI Drawings**

The drawings for the KIYI are included to show the installation and system details of the major GFE equipment items and systems as built on the KIYI. These drawings are provided because all GFE, except for engines and gears, is identical to equipment already installed on the KIYI.

The following KIYI drawings are directly applicable to the STURGEON, as all major system components are GFE and are identical to those on the KIYI.

- Fishing Gear and Crane hydraulics,
- Steering System,
- Generator Cooling System,

- Electrical System, and
- Switchboard

These drawings are ABS reviewed and approved, as the KIYI is fully ABS classed. The Contractor is required to install the GFE and systems covered in these areas in compliance with the KIYI drawings. Note that the KIYI Fishing Gear and Hydraulics show a stern A -frame. This will not be provided on the STURGEON.

The Contractor shall modify the electrical system for the STURGEON only as required to suit the different internal arrangements.

The Contractor shall modify the steering system for the STURGEON only as required to suit the different size and spacing of the STURGEON rudder stocks, and to locate the steering rams in the STURGEON lazarette to provide the correct steering geometry.

The remaining KIYI drawings are provided to the Contractor for guidance. The Contractor may use the information on these drawings or not, at his discretion. They are provided only to convey information that may be useful to the Contractor.

### **Drawing List**

All drawings will be provided in AutoCAD V14 or later. The Listing of GFE will be provided in Word Document Format.

The following Contract Drawings and Guidance drawings are provided for the STURGEON, and also for the KIYI:

#### STURGEON Contract Drawings

- MDC General Arrangement 551 -A215-01
- MDC Outboard Profile 551 - A205-01
- Audio-gaging report
- Listing of GFE (refer to section C500)
- \*\* Lines
- \*\* General Arrangement & Outboard Profile 551 -C205-01 Rev –
- \*\* General Arrangement Hull 551 -C215-01 Rev. A
- \*\* General Arrangement Main Deck Hull 551 -C215-02, Rev. A
- \*\* Scantling Plans 551 -C305-01 Rev. A
- \*\* Trawl Gallows Arrangement & Details 551 -C317-01, Rev. B
- \*\* Crane Pedestal Foundation 551 -C455-01, Rev. A
- \*\* Trawl Winch Foundations 551 -C590-01 Rev. C
- \*\* Net Reel Foundation 551 -C590-02 Rev. A
- \*\* Gil Net Lifter Foundation 551 -C590-03 Rev. A
- \*\* Bow Thruster Installation 551 -C620-01 Rev. A
- \*\* Stack Structures and Details 551 -C625-03 Rev. B
- \*\* Engine Exhaust System 551 -C625-02 Rev. B

\*\* Weight and CG estimate

Note: All drawings preceded by \*\* have been prepared by the Elliot Bay Design Group.  
Drawings without this marking have been generated by MDC.

KIYI Guidance Drawings

Outboard Profile (From M/V KIYI) 589-C205-01  
General Arrangement (From M/V KIYI) 589-C215-01  
Hydraulic Schematic (From M/V KIYI) 589-C655-01  
Electrical One Line Diagram (From M/V KIYI) 589-C720-01  
Switchboard Drawing (From M/V KIYI) 589-C740-01  
Steering Arrangement and Details (From M/V KIYI) 589-C615-01  
Engine & Generator Cooling System (From M/V KIYI) 589-C640-01  
Sonar Tube & transducer Well Details (From M/V KIYI) 589-C501-01  
Anchor Handling Details (From M/V KIYI) 589-C410-03  
Misc. Fishing Gear Details (From KIYI) 589-C415-03  
Hull Outfit & Deck Fittings (From KIYI) 589-D410-01

## **C100 Scientific**

### **Inclining**

An Inclining Experiment in accordance with 46CFR28.535, shall be conducted upon completion of the vessel. The Government will be responsible for technical oversight and data recording during the experiment.

The Government will identify weight numbers, locations, and shifts, together with the location of pendulums and/or U-tubes.

The Contractor shall be responsible for all physical preparations aboard the vessel, and also for providing all services (weight shift, pendulums, etc.) needed for the conduct of the experiment.

A minimum of three, five long ton certified weights will be required for the inclining.

The Contractor shall conduct the inclining experiment, including all required on vessel preparations, and the actual weight shifts and inclination measurement. The Government will attend the inclining experiment, and will take the required data to generate the inclining experiment report. The Government will generate the Inclining Report.

### **Weight Estimate**

The Contractor shall provide a weight estimate. The Contractor shall either generate a new weight estimate, or revise the EBDG weight estimate to reflect the modified vessel arrangements, and the structural sizing and arrangements used by the Contractor for the steel modifications.

The estimate shall identify light ship displacement, VCG and LCG.

The Contractor's Weight Estimate shall be provided at, or before, the conclusion of the Engineering Phase. The Government will review and comment on the Contractor Weight Estimate. The Contractor shall incorporate all comments.

### **Stability**

The Government will conduct preliminary and final stability analyses, based on Contractor weight estimates and the inclining experiment respectively.

The Government will provide a preliminary stability analysis no later than three weeks after receipt of the Contractor Revised Weight Estimate that has been revised to incorporate all Government review comments. The Government will provide a final stability analysis within three weeks of the Contractor's completed inclining experiment. The Contractor shall furnish the stability analysis to ABS as part of the regulatory body approval process.

The vessel shall meet all intact and damaged stability (unintentional flooding) requirements of USCG rules for Uninspected fishing vessels 46CFR Part 28.

The Contractor shall construct the vessel with watertight integrity such that the 01-level house entrances shall be the first intact stability downflooding points in the main deck house.

Ballast shall be provided in the bilge areas forward of the engine room, as required, to meet the stability criteria. Refer to clause C500, Special Features.

For the purpose of planning and submitting proposals, approximately 15 long tons of ballast will be required. The Government will identify the actual amount of ballast required after the stability analysis.

### **Load Line Assignment**

A Great Lakes Load Line assignment shall be provided for the vessel in accordance with 46CFR Part 45. Load Line maximum draft shall reflect the least draft determined from the standards applied in this section.

The Government will provide the stability analyses required for the Load Line Assignment. The Government will provide the analyses to the Contractor.

The Contractor shall provide all other required submittals. The Contractor shall be responsible for submitting all required Load Line documents to ABS. The Contractor shall be responsible for ensuring that vessel watertight integrity and structure meets all Load Line requirements.

## C200 Arrangements and Configuration

The vessel configuration shall be as shown on the MDC contract arrangement and profile drawings. All equipment components shall be installed in the locations shown on the arrangement drawings.

As an overview, to incorporate the new arrangements, the Contractor must make the following changes to the vessel envelope above the main deck:

- Remove the sunken deck and install a new deck at the 01 -level.
- Remove the watertight dogged doors and doorframes in the main deck house, and close the openings with insert plate with stiffeners aligned with the existing stiffeners.
- Add a new weathertight door for the Gill Net Lifter.
- Shorten the existing main deck level house and provide a new after house bulkhead.
- Provide new stacks, and trunks.
- Provide a new 01 -level deckhouse.
- Provide a new pilothouse.

In addition to these changes, the Contractor shall provide and install all bulkheads, windows, doors, stairways, joinery, furnishings and stairs required to build and outfit all spaces within the envelope of the vessel.

## **C300 Structure**

After completion of all work, all vessel steel construction shall meet standards required for Load Line assignment.

Exclusive of repairs, extensive work to the existing structure will be required for the vessel modifications, and also to remove the residual items of wiring, piping, and related components off the vessel.

The Contractor shall restore any existing steel work that is damaged, or cut away, as part of the work in this contract. In addition the Contractor shall close any holes, or penetrations, remaining after removals and modification steel work. Holes in decks and exterior steel shall be closed with insert plates. Holes in bulkheads, frames and interior structure may be closed with either inserts plates or doubler plates.

Except for local machinery and tank foundations, no structural changes beyond the installation of watertight doors, closure of existing piping/electrical penetrations, installation of the bow thruster, the installation of the generator grid cooler recesses, and installation of stairs are anticipated below the main deck and the main deck stiffening,

## **C301 Steel Repairs**

Repairs to wasted steel will be required on the STURGEON. The condition of the STURGEON steel is generally as follows:

The condition of the STURGEON hull steel and structure below the main deck is good.

The condition of the main deck plate aft of the deckhouse is considerably wasted.

The condition of the main deck plate forward of the deckhouse is fair, with local areas of wastage.

The condition of the under deck support framing throughout the main deck is good.

The STURGEON is constructed with a full beam main deck house extending over the forward 70 feet of vessel length. The condition of the side shell throughout the house area is good, with local areas of wastage around the existing portlights. The condition of the existing 01-deck plating and framing is good.

Audiogaging of the main deck, tank top level and forward house has been performed, and the results are provided in the Gaging Report. Areas to be repaired/cropped & renewed are identified in the report. The contractor shall crop and renew all areas identified on the Gaging Report.

All repairs shall match the existing local plate thickness and structural arrangement. All repairs to deck areas shall be by insert plates. Repairs to bulkheads may be by either insert plated or doubler plates.

In addition to repairs of wasted plate, the Contractor shall remove the existing portlights and close the shell openings with plate inserts. The Contractor shall provide a backing stiffener across the center of the insert, and effectively connected into the existing structure.

### **C302 New Steel Construction**

#### **Modifications**

The Contractor shall remove and scrap the pilothouse and provide a new 01 -level house and pilothouse as shown on the drawings.

The Contractor shall modify the main deck level house to provide the arrangement shown on the drawings. The house shall be shortened, and a new after bulkhead provided and installed.

The Contractor shall provide all foundations required for the installation of new equipment.

#### **Load Line Requirements**

The main deck and 01 -level deck on the STURGEON are now 3/16 in. plate. This thickness does not meet the minimum Load Line requirement for ¼ inch plate on exposed deck areas. The Contractor shall re-plate these exterior areas to meet the minimum Load Line requirements. All under deck stiffening in these areas shall also be replaced with new members, meeting Load Line minimum requirements.

### **C320 Tanks**

#### **Fuel Tanks**

The existing fuel tanks aft, together with the existing forward wing fuel tanks in the engine room are being retained as fuel tanks. The after most wing tanks in the engine room shall be converted to void spaces for engine exhaust routing. Some of the double bottom tanks forward of the engine room are being converted to sewage and gray water tankage. The remaining double bottom tanks are to be converted to void spaces. Refer to the contract drawings.

All fuel tanks shall be gas freed and thoroughly cleaned. After cleaning, all tanks to be retained as fuel tanks shall be coated with mineral oil. After cleaning, all tanks to be converted to voids shall be coated with the same coating used for the hull interior in other areas. Refer to section C405.

### **Sewage Tank and Gray Water Tanks**

The forward double bottom fuel tanks are to be converted for use as sewage and gray water tanks. Refer to the drawings for the location of the specific tanks to be used.

### **Potable Water Tank**

The Contractor shall furnish and install the water tank sized and located as shown on the drawings. The tank shall be made of 316 Grade stainless steel. All stiffening internal to the tank shall be stainless steel. The tank shall be sized and located as shown on the drawings.

Tank construction and installation shall meet all requirements of the United States Public Health Service (USPHS/FDA) Publication No. 393 "Handbook on Sanitation of Vessel Construction".

There shall be no penetrations through the tank top. A minimum clearance of 18 inches shall be provided around all tank boundaries, including any external stiffening. Tank fill, vent and sounding petcocks shall be in accordance with USPHS requirements. The fill and vent shall both be constructed from stainless steel. Petcocks shall be either stainless steel, brass or bronze.

Tank scantlings shall be in accordance with ABS rules for deep tanks. Tank internal structural arrangement shall be configured to allow passage and access throughout the interior of the tank.

The tank is designed such that the tank top shall be the vessel main deck in the area of the tank. The existing deck plate shall be removed in this area to allow the stainless steel tank top to be flush.

The tank shall be designed and fabricated such that the stainless steel tank top shall extend a minimum of 12 inches beyond the tank sides in all directions. This is to allow match up to the steel deck without impacting the remaining tank structure.

The tank top and associated structure, including the interface with the surrounding main deck, shall meet Load Line requirements for exposed deck strength and plating thickness.

### **Vents and Sounding Tubes**

Vents on all existing tanks forward of the engine room after bulkhead shall be retained as is. The existing vents on the after fuel tanks shall be removed, and all openings in the deck and any below deck bulkheads closed with insert plates.

New vents for these tanks shall be provided along side the crane pedestal. Sounding tubes shall be provided for the fuel tanks and the sewage tank.

All vents shall be provided with ball check gooseneck terminations, suitable for Load Line approval.

## **Fills**

Fills for the fuel tanks shall be provided as shown on the drawings. Fuel fills shall have minimum 20-gallon spill containment, and lids to prevent rain from collecting in the containments.

Fill for the potable water tank shall be provided adjacent to one of the fuel fill stations. The fill pipe shall be a minimum of 2 inches in diameter. The fill pipe running to the potable water tank shall be stainless steel.

## **Tank Level Gaging System**

The Contractor shall provide and install a remote read out tank gage system to provide tank level indication for each fuel tank, the sewage tank, and the gray water tank. The system shall be proven in use for fuel, sewage, and gray water tank level indication.

The gage read out shall be in the pilothouse. A separate read out shall be provided for each tank. The read outs shall provide indication of tank fluid level in inches.

## **C400 Outfit**

### **C401 Ceiling and Joinery**

The Contractor shall provide a complete ceiling and joinery system in all manned spaces. Refer to Clause C025. All system components shall be of USCG Approved noncombustible materials. The system shall provide a finished appearance, with moldings around all openings. Color and pattern of the joinery and ceiling system shall be approved by the Government Representative.

### **C402 Console Arrangement**

The Contractor shall provide and install a Pilothouse console, shaped as shown on the arrangement drawings. Prior to any installation of console-mounted equipment, the Contractor shall develop a console arrangement drawing identifying the size and location of all console-mounted equipment. This drawing shall be submitted to the Government Representative for approval prior to installation of any console equipment.

### **C405 Coating System**

The Contractor shall provide a coating system for the entire exterior of the vessel, for the interior of the vessel, and for the sewage and gray water tanks.

The coating system shall be suitable for marine use. The coating system on above waterline exterior areas shall be selected to provide good color retention, and to resist chalking.

Colors shall be blue hull, gray decks and hull interior, white house, light blue trim, and white sewage and gray water tank interiors. Specific colors shall be approved by the Government Representative.

All deck areas shall be non-skid coatings.

The Contractor shall also provide an epoxy coating for the sewage and gray water tank interiors.

Prior to application of any new coatings, the entire hull interior and exterior shall be thoroughly cleaned and degreased.

The Contractor shall be responsible for appropriate surface preparation in both new construction and existing areas. Surface preparation and coating application shall be in accordance with the coating manufacturer's requirements.

### **C410 Hull Outfit and Fittings**

**Anchor and Anchor Windlass**— A single anchor and chain anchor windlass system shall be provided and installed.

The anchor size shall be in accordance with ABS Rules for Vessels Intended for Limited Service. The anchor weight shall be 700 pounds. 150 fathoms of 3/4 inch normal strength stud link anchor chain shall be provided. A devil's claw chain stopper with turnbuckle, or similar chain stopper device, shall also be provided and installed.

The Contractor shall provide an anchor windlass (min. 7.5 HP), hawse pipe, and chain locker generally as shown on the drawings. The anchor windlass shall meet all requirements of the ABS Rules. The anchor windlass shall be electric motor driven. The windlass shall be controlled locally, at or near the windlass.

The Contractor may provide an anchor winch with the same length of equivalent strength wire rope as an alternative. In this case 30 feet of chain shall be retained between the anchor and the wire rope. The chain stopper shall be positioned for use on this length of chain.

If this alternative is provided, the winch must be positioned with respect to the hawse pipe so that the fleet angle onto the drum does not exceed 1.5 degrees to each side.

Refer to the KIYI Anchor Handling Details drawing for a winch with chain & wire rope anchor and anchor roller arrangement. Note that this arrangement does not meet the contract fleet angle requirement above, because the winch is too close to the anchor roller. The contractor shall revise the KIYI arrangement to meet the fleet angle requirement.

The anchor chain windlass or the anchor winch must meet all ABS requirements for anchor service.

**Mast** – A mast shall be provided on the pilothouse top. The mast shall mount all required navigation lights, the radar scanner, and all antennae required for the pilothouse equipment. The mast shall be hinged to lower. The hinge and lowering range shall be configured such that no portion of the mast or hinge is more than 2 feet above the house top with the mast lowered.

A winch, or similar device, shall be provided to allow raising and lowering of the mast by one person.

### **C415 Doors, Windows, Hatches, and Manholes**

These items shall be provided in accordance with the contract drawings.

#### **Doors**

All doors shall be new, provided and installed by the Contractor. All doors shall be steel with steel frames. All door sills shall be in accordance with ABS and Load Line requirements for operation on the Great Lakes. All exterior doors shall have fixed lights, and shall be insulated. All doors shall be equipped with latches and hold opens.

The door in the after bulkhead of the main deck house shall have a minimum clear opening of four feet. Minimum clear opening for all other doors shall be 30 inches.

The doors in the hull at the forward and after engine room bulkheads shall be dogged watertight doors, with 30-inch clear opening width. An indicator device shall be provided for each of these doors, to activate a “door open” light on the pilothouse console.

All exterior doors, all doors to staterooms, and the door to the dry lab shall be lockable. All locked doors shall be provided with a master key for opening in addition to unique individual keys for each door.

### **Windows and Portlights**

Windows and portlights shall be provided and installed as shown on the drawings. All windows and portlights shall be in steel frames. Rubber gasketed glass directly into the vessel steel is not acceptable. All windows and portlights shall meet ABS and Load Line requirements for operation on the Great Lakes. All windows and portlights shall be new.

All windows on the 01-level house sides and after bulkheads shall be opening type with insect screens. No windows shall be provided in the 01-level forward bulkhead.

All pilothouse forward windows shall be fixed. Two pilothouse side windows, and two pilothouse aft windows shall be opening type with insect screens.

### **Manholes**

Single bolt manholes, minimum 18-inch diameter, shall be provided in all non-tank areas. Multibolt manholes, minimum 18-inch diameter or 15 by 23 inch oval clear dimensions, shall be provided for all tanks. The existing multibolt manholes in the tank spaces shall be cleaned and re-used. The Contractor shall also provide new gaskets for these manholes.

Two multibolt stainless steel manholes shall be provided in the potable water tank forward bulkhead. These shall be located P&S near the ends of the tank. These manholes shall be sized to allow entry into the tank.

### **Hatches**

Hatches shall be provided as shown on the drawings. All hatches shall be aluminum construction in steel frames. Hatches shall be operable from both sides, using a T-bar integral to the hatch.

### **C420 Deck Fittings**

A system of docking bitts shall be provided as shown on the profile drawings. These shall be worked into the bulwarks as shown. Four bitts shall be provided on each side. The mounting shall be adequate to withstand line pulls of 20 long tons. Under deck strengthening and doublers shall be provided as required to meet the strength requirement.

**C425 Bulwarks and Railings**

A system of bulwarks and railings shall be provided as shown on the drawings. Bulwarks shall have minimum 2 inch diameter pipe upper edge. Bulwarks shall also have freeing ports in accordance with Load Line requirements. Railings shall be in accordance with Load Line requirements. Bulwarks and railings shall be 39 inches in height.

**C427 Ladders and Stairs**

A system of ladders and stairs shall be provided as shown on the drawings. Ladders and stairs shall be of all steel construction, and shall incorporate non skid treads. Handrails shall be provided. A minimum of 6ft. 6in. clear headroom shall be provided for all stairs.

**C430 Deck Coverings**

A system of vinyl flooring deck coverings shall be provided for all manned spaces except the engine & generator rooms, wet and dry labs, and shower stalls. Floors shall be leveled with appropriate mastic, or similar material, before application of the deck covering to ensure flat surfaces. Color and pattern of the flooring shall be approved by the COR.

Wet and dry lab flooring shall be painted. Refer to section C405. Shower stalls shall be floored with non-skid poured rubber flooring.

**C431 Overboard Deck Drains**

Flush deck drains shall be provided in the wet lab, with piped lines routed to discharge overboard through the hull, at one foot above the waterline. A minimum of 4 drains shall be provided. Drain locations shall be in the wet lab corners. The lines shall be minimum 2 -inch pipe, minimum. Penetrations of the lines through the hull shall be fitted with valves as required by ABS and Load Line regulations.

Freeing Ports in accordance with Load Line requirements shall be provided in all bulwarks.

**C432 Floor Plates**

A system of ¼ inch aluminum diamond tread plate shall be provided throughout the engine room, and the generator room. The plates shall be sized to be removable by one person. Hinged access plates shall be provided for all valves below the aluminum plates. Plates shall be fastened with threaded fasteners.

**C436 Insulation**

An insulation system shall be provided in all manned spaces, except the engine and generator rooms. The insulation system shall be of USCG approved noncombustible materials. The insulation system shall be sized to function with the heating and cooling systems to provide the

required heating and cooling performance. The mounting system for the insulation shall be suitable for marine application, with high levels of moisture and vibration.

Insulation in way of piping shall run continuously between pipe and exterior shell surfaces. Insulation may not be cut away to allow room for passage of pipes. Refer to Clause C601.

Joinery panels or sheathing shall be provided and installed over all insulation.

### **C437 Furniture and Equipment**

A system of furniture, furnishings and equipment shall be provided in accordance with the contract drawings. All furniture and cabinetry shown on the arrangement drawings shall be provided.

Construction material for these items shall be at the Contractor's discretion. All surfaces shall be provided with a painted, varnished, or laminated finish. All drawer slides, hinges, and latches shall be made of non-corrosive materials. All doors and drawers shall be fitted with latches to prevent opening in seaway.

All equipment shown on the drawings shall be provided and installed. The minimum size for refrigerators and freezers shall be 18 cubic feet for each. Microwave ovens shall be a minimum 1 cubic foot capacity.

All bunks shall utilize standard twin size mattresses.

### **C445 Lifesaving, Fire, and Safety**

The engine room, and the generator room shall be provided with fixed CO2 extinguishing systems. One type 3 fire extinguisher shall be provided in the wet lab, galley, and on each manned level.

A fire alarm system shall be provided for all manned spaces, the engine room, and the generator room. The panel for the fire alarm shall be located in the pilothouse. The panel shall have individual alarm points for each compartment.

Government furnished: life rafts (2) and an EPIRB shall be provided. The Contractor shall fabricate cradles for the life rafts, and the Contractor shall mount the life rafts located as shown on the drawings. The Contractor shall ensure that the life raft hydrostatic release device is properly connected to the cradle. The Contractor shall mount the EPIRB adjacent to one of the pilothouse doors.

The Contractor shall provide and outfit a closet with doors, located just forward of the gill net lifter for 8 Survival suits. Survival suits shall be provided by the Government.

The Contractor shall furnish and install a general alarm system in accordance with ABS requirements.

### **C460 Nameplates, Notices, and Markings**

The Contractor shall provide a system of durable tags for all valves, and durable nameplates for all piping and vent terminations.

The Contractor shall provide the vessel name in welded plate letters as shown on the drawings.

The Contractor shall provide draft numerals at bow and stern. Draft numerals shall be 6 inch projected vertical height, and shall be either welded plate letters, or outlined in continuous weld bead. Draft numerals shall run from keel to the 10 -foot waterline.

### **C470 Communications Equipment**

Radios – Two 12VDC VHF marine radios shall be provided as Government Furnished Equipment. These include antennas. The Contractor shall install these radios in the pilothouse overhead. A 12VDC battery source shall be provided in the pilothouse to ensure uninterrupted power to the radios.

Loudhailer – The Contractor shall provide and install a loudhailer with talkback capability. The loudhailer shall have three selectable speakers. The speakers shall be located on the forward deck level, the after deck, and the galley area.

### **C472 Navigation Equipment**

The following will be provided as GFE:

- Radars (2)
- GPS
- Depth Sounder

The Contractor shall install these components in the pilothouse so they are fully functional. All associated components, such as radar scanners and depth finder transducers shall be installed in appropriate locations. All cabling and wiring necessary for the function of these equipment shall be furnished and installed by the contractor.

The depth sounder transducer shall be installed in a standpipe with a suitable sized valve, to allow replacement of the transducer without drydocking.

The Contractor shall also provide and install a horn, sized to meet USCG requirements, on the pilothouse top in accordance with USCG requirements, and a fog bell.

## C500 Special Features

The following special features shall be addressed in this contract:

- Outboard powered tender
- Bow Thruster
- Deck Crane
- Fishing Equipment HPU
- Trawl Winches and Trawl Gantries
- Net Reel
- Gill Net Lifter, and Net Roller
- Gill Net Door
- Sonar Tubes
- Ballast
- Stern Net Roller
- Bathythermograph Winch and Davit

**Outboard Powered Tender** – The tender (with outboard motor) is GFE. The Contractor shall provide and install cradle rests for the tender, to store the tender in the location shown on the drawings. Rests shall incorporate a cushioned area to support the tender hull.

**Bow Thruster** – The bow thruster (without tunnel) is GFE. The thruster is variable speed electric drive. The drive motor, variable speed drive, and thruster control are provided with the thruster as GFE. The Contractor shall install the bow thruster, motor and drive and provide all electrical cabling and control wiring necessary for the proper function of the bow thruster.

The GFE thruster components do not include the thruster tunnel. The tunnel is not GFE. The tunnel design is provided in the EBDG drawings. The contractor shall provide and install all structure required to mount the thruster and to maintain the structural and watertight envelope of the hull.

**Deck Crane** – The deck crane is GFE. It is a knuckle boom crane, with a pedestal mount. The crane is manufactured by North American Crane & Equipment Company; 206-789-5550. The electric motor HPU for the crane, and the crane tether controls are provided as GFE with the crane. The Contractor shall install the crane on a below deck foundation designed and built to withstand maximum loads as defined by the crane manufacturer, without exceeding allowable working stress levels.

Loads are as follows:

Gross Static Tipping Moment – 180,000 Ft-Lb.  
Vertical Load – 29,000 Lbs.

Refer to the M/V KIYI Hull Outfit & Deck Fittings drawing for guidance.

The Contractor shall also install the crane HPU located as shown on the drawings. The Contractor shall provide and install a motor starter for the HPU. The starter shall provide for local and remote starting. Local shall be at the HPU, and remote shall be on the crane pedestal. The Contractor shall also provide and install all electrical cabling and hydraulic piping and hose necessary for the proper function of the crane. The Contractor shall also fabricate and install a crane boom rest on the 01 -deck aft of the house.

**Fishing Equipment HPU**– The Fishing Equipment HPU **is not** GFE. A 75 HP electric motor driven fishing equipment HPU comparable to the HPU provided on the KIYI shall be provided. The technical parameters for this HPU are provided on the KIYI hydraulics drawing.

The HPU shall be electric motor driven with a self contained reservoir. This HPU provides power to the trawl winches, the net reel, and the gill net lifter. The Contractor shall mount the HPU located as shown on the drawings. The Contractor shall provide and install a motor starter for the HPU. The starter shall provide for local and remote starting. Local shall be at the HPU, and remote shall be on the crane pedestal, adjacent to the crane HPU start stop. The Contractor shall provide all electrical cabling and hydraulic piping and hose necessary for the HPU to function with the fishing equipment components.

**Trawl Winches and Trawl Gantries**– The Trawl Winches and the winch controls are GFE. The gantries shall be fabricated and installed by the Contractor in the location shown on the drawings.

The Contractor shall install the Trawl Winches on foundations in the locations shown on the contract drawings. The Contractor shall also install both trawl winch controls on a pedestal centered between the winches, as shown on the drawings. The Contractor shall also provide and install hydraulic piping and hose as required for the operation of the winches. Refer to the M/V KIYI Trawl Winch drawing for guidance. Trawl winch foundations shall be adequate in strength to withstand the breaking strength of the trawl wire (3/8 diameter 6 X 37 class IPS galvanized wire rope with IWRC) without exceeding allowable working stress levels.

**Net Reel** – The Net Reel is GFE. The net reel hydraulic controls are also GFE. The Contractor shall install the net reel on a foundation in the location shown on the drawing. The foundation shall be adequate in strength to withstand the maximum pull of the net reel without exceeding allowable working stress levels. The Contractor shall also install the net reel controls on a Contractor fabricated aluminum bracket mounted to the “motor side” of the net reel. Contractor shall also provide and install hydraulic piping as required for the operation of the net winch. Refer to the KIYI Net Reel drawing for guidance.

**Gill Net Lifter and Net Roller**– The Gill Net Lifter and Net Roller are GFE. The lifter hydraulic controls are also GFE. The Contractor shall install the Net Lifter on a foundation in the location shown on the drawing. The foundation shall be adequate in strength to withstand the maximum pull of the net lifter, without exceeding allowable working stress levels. The Contractor shall install the Net Lifter controls on a Contractor fabricated bracket mounted in the

location shown on the drawing. The Contractor shall provide and install hydraulic piping as required for the operation of the Net Lifter.

The Contractor shall mount the Gill Net Roller on a fabricated mount to allow the roller to swing in and out through the net lifter door.

Prior to final installation, the contractor shall test fit the gill net lifter, roller, table, and controls in the presence of the Government Representative. Final installation shall incorporate any adjustments made as a result of the trial fit up.

Refer to the KIYI Gil Net Lifter drawing for guidance.

**Gill Net Door** – The Gill Net Lifter Door **is not** GFE. The door opening clear dimensions are approximately 3 foot by 3 foot. The Contractor shall provide and install a sliding steel or aluminum door for the Gill Net Lifter. The door shall be weathertight and equal in strength to the house shell when in the closed position. The Contractor shall coordinate the final dimensions of the Gill Net door with the Government Representative.

**Sonar Tubes** – The Sonar Tubes **are not** GFE. These tubes serve as watertight conduits through which sonar transducers can be lowered from the main deck through the hull to below the bottom of the hull. The Contractor shall provide and install two watertight pipe tubes running from the vessel bottom to the main deck. The tubes shall be sized and located as shown on the drawings. The Contractor shall provide flush single bolt steel or aluminum manholes to close off the tubes at the main deck level.

Refer to the KIYI sonar tube drawing for guidance. The sonar tubes shall be equal in size, structural details, and manhole access details to those shown on the KIYI drawings.

**Ballast** – The ballast **is not** GFE. It is anticipated that 15 long tons of ballast will be required to meet the intact stability requirements identified in C100 above. Ballast density shall be 400 pounds per cubic foot, minimum. Ballast may be solid steel, lead, or steel or lead punchings. Liquid ballast, or concrete may not be used.

Ballast installation shall provide a minimum of 3 inches of clearance between the ballast and hull plating. Ballast installation shall be configured so as to preclude the ballast from shifting during vessel movements.

If punchings are used, they shall be contained in fabricated steel boxes, with tops.

The Government shall identify the exact quantity and CG location of ballast required. Refer to Clause C100.

**Stern Net Roller** – The stern net roller **is not** GFE. The Contractor shall provide and install an aluminum net roller, similar to Kolstrand. Roller dimensions shall be 7 foot length by 12 inch diameter, with 30 inch flanges at each end. The roller mounting shaft shall be stainless steel.

The roller shall be mounted on split bushings, made of non-corrosive material. The roller mounting shall provide a means to lock the roller in a fixed (non-rotating) position.

Refer to the KIYI Hull Outfit & Deck Fittings drawing for guidance.

**Bathythermograph Winch and Davit-** A Bathythermograph Winch and Davit system shall be provided and installed in the location adjacent to the stack, as shown on the MDC arrangement and profile drawings. This system **is not** GFE.

The davit shall be hydraulic slewing, and shall be sized to provide minimum of 3 foot outreach beyond the side shell. Davit capacity shall be 1,000 pounds. Davit shall be lockable at stowed and 90 degree outreach locations.

The winch shall be located on the davit. The winch shall be powered from the fishing gear hydraulic system. Winch controls shall be adjacent to the stack forward side. A hydraulic winch shall be provided.

Refer to the KIYI Hull Outfit & Deck Fittings drawing for the detail and arrangement of the davit, and the specific winch model.

## **C600 Machinery**

### **C601 General Requirements**

All new machinery shall be installed in accordance with the requirements of the ABS Rules for Vessels Under 100 Meters.

### **Piping General Requirements**

All existing water, black & gray water, and exhaust piping, fittings, and related components (pumps etc.) on board the vessel shall be removed and scrapped. Any penetrations through watertight or weathertight structure resulting from the removals shall be closed with welded doublers or inserts.

All fuel piping and manifolds shall be removed. .

All piping between the side shell and the first inboard valve shall be schedule 80. All tank penetrations shall be schedule 80 welded couplings unless specified elsewhere.

The existing sea chests shall be removed and scrapped. The resulting hull penetrations shall be restored with insert plates.

The Contractor shall provide and install two new sea chests, meeting ABS requirements. The new sea chests shall be located generally as shown on the arrangement drawings. Each sea chest shall be sized for the full "sea -water" flow requirement. "Sea -water" shall be used for toilet flushing; fire system, and deck wash down. Valved compressed air connection ports shall be provided on each sea chests for compressed air blow down.

All new sea water systems shall be routed to the new sea chests. A valved cross over line shall be provided and installed to allow either sea chest to service both sides.

### **Piping Freeze Protection**

#### **Insulation**

All water and sewage piping shall be fully enclosed in thermal insulation. In addition, all piping routed against the vessel exterior shell shall be inboard of the vessel thermal insulation. Pipe mounting brackets or hangars shall be configured so there is no metallic thermal path between the pipe and the vessel exterior shell.

#### **Heat Tracing**

All water and sewage piping routed along the vessel exterior shall be provided with electric heat tracing, located along the pipe within the piping thermal insulation. Heat tracing shall be a minimum of 5 watts per foot output.

Heat tracing shall be powered from both vessel shore power, and ship service power.

### **C605 Propulsion System –**

**Engines and Gears** - The main engines and reduction gears are existing. The engines are Detroit Diesel 12V-71 NA, rated 360 HP @ 1800 RPM. Gears are Twin Disc MG 514. Engines and gears have been removed from the vessel and overhauled. They will be re-used, and are GFE.

The Contractor shall reinstall and realign the main engines and gears on the existing foundations. The Contractor shall provide all mounting equipment and materials required to realign and reinstall the engines on the existing engine foundations.

The Contractor shall provide and install new main engine starting batteries, battery boxes and new battery cables. The batteries shall be sized per the engine manufacturer's recommendations, for temperatures down to 15 degrees F.

The Contractor shall re-pack the shaft stuffing boxes. No changes to the shafting or propellers are required.

**Engine Controls** – The Engine Controls are GFE. The controls are electronic-mechanical. Refer to the GFE list. The mechanical interface between the engines, gears and the engine controls is with 33C push pull cable. The 33C cable is not GFE.

The controls include a central control station, and two hand held tether controls. The Contractor shall install the engine control system. The Contractor shall provide all wiring required for the proper operation of the system. The Contractor shall also provide and install the 33C cables required to actuate the engine governor and the gear.

The Pilothouse central control station shall be located on the center of the console. The tether controls shall be mounted in recesses on either side of the console, near the ends of the console.

The engines and gears were originally air controlled. The Contractor shall remove the air control actuators from the engine and gear and provide the proper adaptors for use with the 33C cable system.

### **C615 Steering System**

The steering system components are GFE, except for the existing rudders, and the required new tiller arms and jockey bars. The steering system control is incorporated into the engine control system. The GFE includes the steering electric motor driven HPU, with dual pumps and integral reservoir, and also two steering rams with foot mounts.

The steering system GFE does not include tiller arms or jockey bars for the rudders, or any linkage pins.

The Contractor shall design and fabricate and install new tiller arms, linkage pins and jockey bars to suit the existing rudder stocks, and the new steering rams. Stainless steel pins and bronze bushings shall be provided for all linkage points. Minimum Pin Diameter shall be 1 ½ inch. Grease fittings shall be provided for each pin. Refer to the KIYI steering drawing for guidance.

The Contractor shall mount and install the steering system HPU (as located on the drawings) and the rams (in the lazarette) all on suitable foundations. The Contractor shall provide all necessary wiring and hydraulic piping for the proper function of the steering system. The Contractor shall also provide and install motor starters for the two HPU motors.

The actual steering system controls are incorporated into the engine controls described above. Therefore, installation of the engine controls in the console positions the steering controls. The Contractor shall provide wiring as required for the steering system.

### **C625 Electrical Power Plant**

Two generators (99KW) are GFE. The Contractor shall install the generators in the generator space as shown on the drawings. The Contractor shall install the generators on resilient mounts similar to wire rope coil isolators. The exhaust line and all other service connections to the gensets shall be configured to be flexible for compatibility with the isolators.

The Contractor shall provide and install new generator starting batteries, battery boxes and battery cables. Each genset shall be provided with a separate starting battery bank.

### **C630 Fuel Oil System**

The original fuel oil system included a fuel oil manifold transfer system, together with a fuel oil centrifuge. The centrifuge has been removed. The Contractor shall remove and scrap the centrifuge foundation, together with the mounting foundations and electrical and piping runs to the centrifuge.

The Contractor shall blank off the fuel oil manifold connections to all tanks that are not retained for use as fuel tanks. Fuel lines to the blanked off tanks shall be removed back to the tank. The fuel line penetration at the tank shall be blanked off with a welded insert.

The Contractor shall provide new a new fuel oil system, suitably sized for both engine flow requirements and also fuel fill requirements at a minimum rate of 80 GPM.

The system shall consist of a deck fill station, a valved fuel oil manifold as required, a fuel oil transfer pump of minimum ½ HP (with built in relief valve), and all new fuel lines and valving as required.

The fuel fill station shall be piped into the fuel oil manifold.

The fuel oil system shall allow any engine to draw from and return to any tank. The system shall also allow the transfer pump to transfer fuel to and from any fuel oil tank. The fuel oil system shall allow fuel fill at minimum 80 GPM from the fuel fill station through the manifold to any tank. All fuel fill lines shall be minimum 2 inch diameter. Fuel fill connections and valving at the manifold shall be sized the same.

The Contractor shall provide new duplex Racor or similar water separating primary filters for the main engines and the generators. Filters shall be suitably sized for fuel flow.

There are currently no shut off valves at the piping connections to the fuel tanks. The Contractor shall provide and install shut off valves for all fuel tanks. The Contractor shall also provide reach rods and flush deck reach rod boxes to allow shut off of the tank valves from the deck above, or from a separate compartment.

### **C640 Engine Cooling System**

The existing STURGEON cooling system utilizes channel bar cooling for the main engines and the existing (40KW) generators.

### **Main Engine Cooling**

The cooling system for the main engines shall remain in use as is. The Contractor shall pressure test the existing cooling system for leaks, and notify the Government Representative if any leaks are found.

The Contractor shall flush the cooling system with fresh water. Subsequent to flushing, the Contractor shall fill the main engine cooling system with a 50/50 mix of water and ethylene glycol.

### **Generator Cooling**

The current generators are provided with channel bar coolers. These are too small for use with the new generators. These coolers shall be drained, and blanked off with blind flanges at the hull pipe connections.

The GFE generators are provided with Grid Coolers. The Contractor shall install the grid coolers in Contractor fabricated hull recesses. The recesses shall be in accordance with the cooler manufacturer's recommendations. Refer to the KIYI cooler drawing for guidance. The STURGEON cooler recesses shall be generally in a comparable location to those on the KIYI.

The Contractor shall fill the genset cooling system with a 50/50 water/ethylene glycol mix. The Contractor shall flush the cooling system with fresh water prior to filling with the coolant mixture.

## **C650 Engine Exhaust System**

The existing engine exhaust system shall be removed and scrapped in its entirety. A new exhaust system shall be provided and installed by the Contractor for the engines and the gensets. The exhaust lines shall be routed as shown on the MDC arrangement and profile drawings, including the piping extension beyond the stacks to the Pilothouse top level.

The exhaust shall utilize Sc20 piping throughout. The Contractor shall size the exhaust system lines so as not to exceed the allowable exhaust backpressure.

Separate exhaust lines shall be provided for each engine. The exhaust system shall route from the engine locations to the stack locations shown on the drawings.

Spark arresting silencers are required for the engines and the gensets. The genset silencers are GFE with the gensets. The Contractor shall install these silencers.

The Contractor shall provide and install new spark arresting silencers similar to Maxim MSA2 for the main engines. The stacks are not large enough to accommodate the exhaust silencers. As a result the Contractor shall locate the silencers in the overhead of the generator space and the engine room.

The main engine exhaust lines shall be watertight where they pass through the inboard void bulkhead. This preserves the “double hull” watertight integrity in way of the engine room.

Exhaust lines and silencers shall be fully lagged in the engine room.

A minimum of two lined stainless steel flex connectors shall be provided for each exhaust line. One shall be located at each engine exhaust flange to accommodate expansion. A second flex shall be provided for each main engine where the exhaust line penetrates the inboard bulkhead. A second flex shall be provided for each genset where the line turns to run vertical up the stack. All exhaust lines shall be configured and mounted to allow expansion inside the stack.

The pipe support in the stack shall be adequate for the pipe extension above the stack.

Rain tight expansion shields shall also be provided at the stack exits.

## **C660 Bilge System & Deck Washdown**

### **Bilge System**

The existing bilge system shall be removed in its entirety. The Contractor shall provide and install a new bilge system. The system shall comprise a bilge manifold located in the engine room, bilge lines to each hull compartment with foot valves and strainers, and two self priming electric motor driven bilge ballast pumps in the engine room.

The bilge system pump and line sizes shall be in accordance with ABS rules. Bilge lines shall be run to all double bottom tanks not used for tankage in addition to all other hull compartments.

A sea suction, overboard discharge, and duplex strainers shall also be provided for the bilge system.

### **Deck Washdown & Fire Pump**

One of the two pumps shall be sized for high -pressure discharge through a 1 -inch fire hose. Hose stations shall be provided in the engine room, at the main deck house after bulkhead, and on the 01-level deck near the anchor winch. Each hose station shall be provided with a valve, reel and 75 feet of 1 -inch fire hose, together with a nozzle. The pump shall be capable of generating 50 PSI (at the pump) with all hose stations open.

### **C665 Potable and Flushing Water Systems**

The potable water system shall consist of the stainless steel potable water tank, a potable water pressure set, hot water heaters, and the hot and cold water fixtures required for all of the plumbing devices shown on the arrangement drawings. In addition to the fixtures shown, potable garden hose type bibs shall be provided in the wet lab, and on the main deck house after bulkhead. Both of these bibs shall be supplied with hot and cold water, and shall have a mixer faucet at the hose bib.

All water plumbing lines shall be type K copper. No plumbing line may be routed along an exterior wall or bulkhead without: heat tracing, continuous insulation around the line itself, and additional thermal insulation between the insulated line and the exterior wall or bulkhead itself. Valved drains shall be provided in low points of all plumbing lines for freeze drainage.

A separate flushing water system shall be provided, using the sea chests for its water source. The system shall include a pressure set, duplex 30 micron water filters, and type K piping.

The Contractor shall provide and install all materials and equipment for these systems.

### **C667 Sanitary and Sewage Systems**

The Contractor shall provide, outfit, and install galley water systems, heads and showers as shown on the drawings. All potable water systems shall meet the requirements of the United States Public Health Service (USPHS/FDA) Publication No. 393 "Handbook on Sanitation of Vessel Construction".

The Contractor shall provide a Type III zero discharge holding tank system for all black and gray water from plumbing fixtures.

Gray water and black water shall be separately piped systems. Two separate holding tanks shall be provided.

The Contractor shall construct the holding tanks. The holding tanks shall be constructed using the existing forward double bottom tank, as shown on the drawings. The Contractor shall coat the interior of these tanks with epoxy paint suitable for sewage systems.

The Contractor shall provide and install a sewage and gray water pump out system. The system shall consist of a 2 inch electric powered 3/4 HP bronze diaphragm sewage pump similar to Edson. The pump shall take suction from the low point in the sewage and gray water holding tanks, and shall discharge to a deck mounted Marina Type discharge fitting. Valving shall be provided to allow pump out from either tank.

### **C685 Heating, Ventilation and Air Conditioning**

All heating and ventilation systems shall be configured such that ducting is routed within the hull and house envelope so that all inlets and outlets are located above the 01 deck level.

### **Operational Heating and Air Conditioning**

The Contractor shall provide heating and air conditioning for all manned spaces. Both systems shall use electrical power.

The air conditioning system shall maintain all manned the spaces at 72 degrees F with the outdoor ambient temperature at 90 degrees F. The air conditioning system shall be air source.

The heating system shall maintain all manned spaces at 68 degrees F with the outdoor ambient temperature at 15 degrees F.

Both heating and air conditioning systems shall include multiple zones as follows:

- Pilothouse
- 01-level staterooms
- Galley
- Wet and dry labs
- Hull staterooms.

Each zone shall be individually controllable for heat and air conditioning.

### **Freeze Protection Heating**

The Contractor shall provide a system of electrical space heaters in the engine room and the generator room to provide freeze protection level heating for these spaces. This system shall maintain these spaces at above freezing, with the outside ambient temperature at 0 degrees F.

The operational heating system will be used for freeze protection in the remaining spaces.

## **Ventilation**

The engine room and the generator room shall be provided with power ventilation systems. Each system shall be capable of providing one air change per minute. For the engine room this requirement shall be met with the two main engines taking air from the engine room. For the generator space this requirement shall be met with one generator running and taking air from the space.

Ventilation intakes and exhausts shall be worked into the stack structures as shown on the drawings.

All heads shall be power ventilated to outdoors. A Kitchen vent hood shall also be provided and installed. The hood shall vent to outdoors.

## **C690 Compressed Air System**

The compressed air system shall be for air tool use only. A 5 HP air compressor, with minimum 50-gallon reservoir shall be provided and installed in the engine room for this purpose. Maximum pressure shall be 100 PSI. The compressor discharge shall be routed to air stations in the following locations:

- Engine Room
- Generator Room
- Wet Lab
- Main Deck house after bulkhead
- 01-level house forward bulkhead.

Each air station shall have a pressure gage, valve and pressure regulator.

## **C700 Electrical System**

There is currently no electrical system in place on board the STURGEON. There are wire, distribution box, hangars and various components still in place that constitute remnants of the original electrical system. All existing wire and components from this system shall be removed and scrapped.

The GFE generators, switchboard, HPU's for steering, and crane, and the bow thruster are all identical to those on the M/V KIYI. The Fishing gear HPU is not GFE, but will have the same power requirements. In addition, the KIYI is similar in size (104 X 27) to the STURGEON, and has a comparable internal arrangement. Refer to the KIYI electrical drawing.

Therefore, the electrical system for the STURGEON can be developed to closely match the KIYI electrical system.

Since the generators, switchboard, and major power users for the STURGEON are identical to those on the KIYI, the Contractor shall use the KIYI electrical system drawings to develop an electrical system for the STURGEON. The system shall use the same voltages, and the same number of distribution panels as are provided on the KIYI. All major GFE equipment shall be connected to the switchboard in the same configuration as on the KIYI. Beyond those parameters, the Contractor shall modify the electrical system as required for the specific arrangement on the STURGEON.

### **C725 Cabling**

All cabling shall meet ABS Rules. The Contractor shall size cables to limit voltage drop to no more than 6% per ABS Sect 4/5B3.1.3

All cable installations shall be supported on corrosion resistant brackets, and shall comply with IEEE-45 Sections 20 and 22. Each cable shall be secured individually by a metallic cable strap which seats into the brackets.

All cable bulkhead penetrations shall employ watertight cable penetration systems similar to Nelson MCT Multi-Plug. At least four extra spaces shall be provided in each multiplug for future expansion.

Any cable penetrations through the weather decks to equipment items shall be fitted with a Schedule 80 pipe kick guard, minimum 12 inches high. The guard shall be welded watertight to the deck. The guard shall terminate in a stuffing gland sized for the wire.

### **C730 Lighting and Receptacles**

#### **Interior Lighting**

The Contractor shall provide and install a complete interior lighting system. The system shall be powered from the AC system.

Interior lighting shall be fluorescent fixtures, controlled by a switch at each normal entrance to the compartment.

The pilothouse shall have two additional red "night vision" 120 volt AC fluorescent fixtures.

The lazarette shall be provided with two watertight incandescent fixtures. These shall be controlled by a switch at the manhole entrance to the lazarette.

### **Exterior Lighting**

An exterior lighting system shall be provided and installed. Exterior lighting shall consist of watertight incandescent fixtures installed along the sides of the 01 -level deckhouse and on the after deck. The exterior lighting for each deck level shall be controlled by a separate switch. A total of 8 fixtures shall be provided. One shall be provided on each side of the 01 -level, and on each side of the pilothouse, one on the forward side of the 01-level, one on the after side of the 01-level, and two on the main deck after bulkhead. The switches shall be located on the console in the pilothouse.

### **Floodlights**

A floodlight system shall be provided to illuminate the after deck. The system shall consist of waterproof quartz halogen or incandescent lights mounted along the 01 -level overhang. The flood light system shall be controlled by a watertight switch mounted next to the after main deck house door.

### **Searchlight**

Two xenon remote joystick controlled searchlights with starters are GFE. The Contractor shall install these lights in the pilothouse top on approximately 12 inch high foundations. The contractor shall locate the two joysticks at the centerline operator's station.

### **Navigation Lights**

The vessel shall be furnished with a complete system of navigation lights in accordance with USCG Rules for Navigation – Inland.

### **Emergency Lighting System**

Emergency lighting system shall consist of self -contained automatically recharged automatic ally connected battery powered type units. All units shall be provided with automatic low battery shut down protection against accidental total discharge.

Emergency lights shall be provided in the:

- Pilothouse,
- 01-level hallway
- Wet lab, dry lab, and g alley
- Lower deck hallway areas (2 lights)
- Engine room (2 lights)
- Generator room (2 lights)

The Contractor shall provide and install all materials and components required for this system.

## **Receptacles**

120VAC receptacles shall be provided and installed as described below.

All 120-volt receptacles shall be grounded and rated for 20 Amps. Wiring to receptacles shall be minimum 12 gage. All receptacles shall be GFCI type.

Six duplex receptacles shall be provided in the each of the wet and dry labs. The receptacles in the wet lab shall be provided with weathertight covers. Six duplex receptacles shall be provided in the pilothouse, and also in the galley. One duplex receptacle shall be provided in each head.

At least two duplex receptacles shall be provided in each remaining hull compartment.

Bronze exterior waterproof 120 Volt 20 Amp receptacles shall be provided and installed in the following locations:

- After main deck house bulkhead (2)
- Forward and after 01 -level house bulkhead (one each)
- Engine room and generator room (2 each space)
- Lazarette (2)

A 240VAC receptacle shall be provided for the clothes dryer. An additional 240VAC, 50 amp watertight receptacle shall be provided on the house after bulkhead, main deck level, adjacent to the door.

## **C740 Switchboard**

The switchboard is GFE. Refer to the KIYI switchboard drawing. The switchboard is matched to the GFE gensets, the shore power requirement, as well as all major power users such as the various HPU's, and the bow thruster. The Contractor shall install the switchboard in the generator room as shown on the drawings. The Contractor shall provide and install all wiring and cabling required for the function of the switchboard.

## **C745 Panelboards**

Panelboards shall be provided, in number and size as shown on the KIYI electrical drawing.

Panelboards shall be located to be easily accessible. The panelboards shall be dead front circuit breaker type, equipped with molded case circuit breakers.

## **C750 Motors and Controllers**

All motors shall be drip-proof or waterproof, as appropriate for their location. Motors shall be rated for continuous duty.

All motor circuits shall have motor feeder short circuit and ground fault protection, disconnect means, motor branch circuit and ground fault protection, manual reset motor overload protection, and integral start/stop push button set.

Controllers arranged for automatic or remote operation shall also be provided with hand and auto or local-remote selector switch.

Exterior mounted controllers shall be mounted in weathertight enclosures.

Controllers for all motors shall be full voltage magnetically operated type.

### **C760 Shore Power**

Shore Power shall be set up for 440 volt, three phase service. Shore power amperage shall be provided as shown on the Switchboard Drawing. All shore power components shall be sized for this level of power. The Contractor shall provide and install suitably sized wiring together with a suitably sized shore power receptacle on the after main deck house bulkhead.

THIS PAGE INTENTIONALLY LEFT BLANK

## **PART I - THE SCHEDULE - SECTION E INSPECTION AND ACCEPTANCE**

E01 INSPECTION.....	2
E02 DRYDOCKING .....	2
E03 QUALITY CONTROL AND INSPECTION.....	2
E04 FACILITIES FOR PERSONNEL .....	3
E05 TRIALS, TESTS AND DEMONSTRATIONS .....	3
E06 INSPECTION.....	5
E07 ACCEPTANCE.....	5
E08 COMMERCIAL WARRANTY OF SUPPLIES .....	5

## **PART I - THE SCHEDULE - SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### E01 INSPECTION

The contract will be managed by the Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) and is subject to inspection by its appointed representatives to insure strict compliance with the terms of the contract. No Government Representative, except the Contracting Officer, is authorized to change any provision of the specifications, nor shall the presence or absence of a Government Representative relieve the Contractor from any requirements of the contract.

The Contractor shall provide gas-free and oxygen level certificates for all compartments prior to permitting entrance for work or inspection. This procedure shall be reflected in the Contractor's Quality Control plans.

#### E02 DRYDOCKING

The Contractor shall be responsible for the satisfactory drydocking of the Sturgeon at the time and date selected and mutually agreed upon by the Contractor and the COR.

The methodology for drydocking is at the discretion of the contractor. Drydock, marine railway, crane with spreader bar slings, or travel lift may be used.

The contractor shall provide to the government calculations and/or documentation demonstrating that the intended drydocking is adequately sized for the Sturgeon, and meets applicable marine or industrial practices.

The Contractor shall provide a written notice to the COR 7 calendar days prior to the undocking after work is completed. .

Prior to launching, all painting below the main deck (interior and exterior) must be completed. The Contractor shall schedule 3 days between hull inspection and launch to allow any new paint on the hull interior and exterior to cure properly.

#### E03 QUALITY CONTROL AND INSPECTION

##### A. INSPECTION AND TESTING

When any workmanship, material, or apparatus fails to pass any test or inspection, it shall be fully retested only after all known faults have been eliminated. Where directed by the COR, such failed material or apparatus shall be completely removed from the work and renewed. Any defects in workmanship or material shall be remedied by the Contractor at no additional cost to the Government, except where work was performed on material furnished by the Government.

The contractor shall also comply with all inspection and testing requirements of the American Bureau of Shipping.

#### E04 FACILITIES FOR PERSONNEL

The Contractor shall provide office space for use by a Marine Design Center staff of three.

The space shall be convenient to the work site and consist of a desk, chair, one commercial telephone, access to the Contractor's telephone system, and one drawing table suitable for layout of drawings for study. The commercial telephone shall have speakerphone capability. The space shall be air conditioned, heated, ventilated, well maintained and well secured, and be convenient to toilet facilities. The space and facilities shall be suitable for both male and female staff.

Government Representatives attending the construction may bring with them communication equipment, cameras, and various items of test equipment. The Contractor shall permit unencumbered ingress and egress to and from the shipyard and the vessel with such equipment.

Upon request, the Government representative shall have the unrestricted use of a facsimile machine, photocopier, word-processing equipment, paper, supplies, etc.

In addition, the Contractor shall furnish two parking spaces within the shipyard, in safe locations and accessible to the assigned offices.

#### E05 TRIALS, TESTS AND DEMONSTRATIONS

All tests delineated below shall be conducted by the contractor in the presence of a Government representative. Each test shall demonstrate compliance with the relevant contractual requirement.

The contractor shall generate a test report form for each test. The forms shall be presented to the government for approval at least two weeks prior to the commencement of testing.

The contractor shall develop a corrective action plan to correct any deficiency identified by any test. The action plan shall include the actual method for correction, together with a repeat of the test. The corrective action plan shall include provision for sign off by the contractor and the Government representative.

The corrective action plan shall be submitted for approval to the government prior to any actual action being implemented.

#### Tightness Tests

All windows doors and hatches shall be hose tested to demonstrate weather or water tightness as required by the item being tested. Hose pressure shall not be less than 30 PSI.

This test shall be conducted prior to delivery.

#### Machinery and Outfit Demonstrations

All machinery and outfit equipment shall be demonstrated successfully.

#### Crane Test

The crane is rated at 12,000 pounds at 6-foot radius. The crane shall be tested using a proof load weight of 15,000 pounds. The test shall demonstrate the operation of the winch, and the slewing and booming functions of the crane, all under the proof load. The test shall measure and document heel with the proof load.

#### Inclining

The completed vessel shall be inclined by the contractor in accordance with the contractual requirements.

#### Fishing Gear Tests

The contractor shall test the net reel; trawl winches, and gill net lifter, by simulating actual fishing operations. Gill and Trawl Nets, Trawl Net Doors, and rigging shall be provided by the government. Government personnel will rig the fishing nets and doors to the fishing gear.

The contractor shall conduct short trials demonstrating the deployment and retrieval of the gill net, using the gill net lifter.

The contractor shall conduct trials demonstrating the deployment of the trawl net from the net reel over the stern roller, towing of the net in operating position using the trawl winches, and subsequent retrieval of the net over the stern roller using the trawl winches and the net reel.

Minimum 200-foot water depth shall be provided for fishing gear tests. The contractor shall run the vessel to a location with this depth prior to conduct of the fishing gear tests.

### ABS Testing

The contractor shall conduct all testing required by ABS for both statement of fact, and Load Line purposes.

### Operational Test With Anchor

The contractor shall demonstrate successful operation of the anchor system. The contractor shall demonstrate successful deployment, retrieval and stowage of the anchor, all in minimum 200-foot water depth.

### Speed Trials

The contractor shall conduct speed trials upon completion of all other testing. Speed trials shall be conducted at maximum engine RPM, and at 200 RPM intervals below maximum, for three intervals "down". Speed shall be measured using GPS equipment.

## E06 INSPECTION

### At Builders Facility

When all work and testing has been satisfactorily completed at the builders yard, the Contractor and a Government Representative shall make a complete physical inspection and inventory of the vessel. A "punch list" of deficiencies will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" deficiencies shall be completed at the Contractor's facility. The Contractor shall give the COR 7 working days notice prior to the desired date of re-inspection.

Prior to any inspection or re-inspection the vessel and all their equipment shall be thoroughly cleaned and all painting and finishes put in first class condition.

## E07 ACCEPTANCE

Following satisfactory completion of all tests and trials, correction of all "punch list" deficiencies, and receipt of all contract deliverables, the vessel will be accepted.

## E08 COMMERCIAL WARRANTY OF SUPPLIES

The effective date of all commercial warranties shall be the date of Acceptance. At the conclusion of the vessel warranty period the Contractor shall assign to the Government, in writing,

all commercial warranties for equipment provided under this contract.

**PART I - THE SCHEDULE - SECTION F**

**DELIVERY OR PERFORMANCE**

**INDEX**

<b><u>CLAUSE</u></b>	<b><u>PAGE</u></b>
<b>F01 PERFORMANCE.....</b>	<b>2</b>
<b>F02 PLACE OF DELIVERY.....</b>	<b>3</b>
<b>F03 NOT USED.....</b>	<b>3</b>
<b>F04 NOT USED.....</b>	<b>3</b>
<b>F05 GOVERNMENT DELAY OF WORK (APR 84).....</b>	<b>3</b>

**F01 PERFORMANCE**

## TIME OF DELIVERY (JUN 1997)

(a) The Government requires completion of all work and delivery to be made in accordance to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	NOT USED	0 job	00 calendar days
0001AB	Engineering	1 job	120 calendar days
0001AC	Construction, Testing, and Delivery	1 job	180 calendar days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	NOT USED	0 job	00 calendar days
0001AB	Engineering	1 job	___ calendar days
0001AC	Construction, Testing, and Delivery	1 job	___ calendar days

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror,

results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than one day after the award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of Notice to Proceed rather than the date the written notice is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required date, the offer will be considered non-responsive and rejected.

(FAR 52.211-8)  
 (R 7-104.92(b) 1974 APR)  
 (R 1-1.316-5)  
 (R 1-1.316-4(c))

For the purpose of estimating the phase completion and contract completion dates, the Contractor should take into account the time required to review the Contractor's submittals and the time between phases required to issue a Notice To Proceed. Refer to Clause H01 for additional explanation.

**F02 PLACE OF DELIVERY**

The Contractor shall deliver the vessel afloat and ready for service at the Contractor's shipyard facility where the vessel is constructed.

**F03 NOT USED**

**F04 NOT USED**

**F05 GOVERNMENT DELAY OF WORK (APR 84)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by

any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)  
(FAR 52.242-17)

**PART I - THE SCHEDULE - SECTION G**

**CONTRACT ADMINISTRATION DATA**

**INDEX**

<b><u>CLAUSE</u></b>	<b><u>PAGE</u></b>
<b>G01 ACCOUNTING AND APPROPRIATION DATA .....</b>	<b>2</b>
<b>G02 CONTRACT MANAGEMENT .....</b>	<b>2</b>
<b>G03 PAYMENT OFFICE.....</b>	<b>2</b>
<b>G04 CONTRACT ADMINISTRATION .....</b>	<b>2</b>
<b>G05 252.242-7000 POSTAWARD CONFERENCE (DEC 1991) .....</b>	<b>2</b>

**G01 ACCOUNTING AND APPROPRIATION DATA**

WORK ITEM CODE            62HB8G

**G02 CONTRACT MANAGEMENT**

Marine Design Center  
U.S. Army Corps of Engineers  
Wanamaker Building  
100 Penn Square East  
Room 630 South  
Philadelphia, Pennsylvania 19107 -3391

NOTE:The Marine Design Center is the "Designated Billing Office" as defined by Part II -  
Contract Clauses - Section I, "Prompt Payments"

**G03 PAYMENT OFFICE**

U.S. Army Corps of Engineers  
5722 Integrity Drive  
Millington, TN 38054-5005

**G04 CONTRACT ADMINISTRATION**

U.S. Army Corps of Engineers District, Philadelphia  
ATTN: CENAP-CT-C  
Wanamaker Building  
100 Penn Square East  
Room 643  
Philadelphia, Pennsylvania 19107 -3390

**G05 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

**PART I - THE SCHEDULE - SECTION H  
SPECIAL CONTRACT REQUIREMENTS  
FOR FLOATING CRANE**

**INDEX**

<u>CLAUSE</u>	<u>PAGE</u>
H01 CONTRACT ORGANIZATION.....	3
H02 CONTRACTOR SUBMITTALS .....	6
H03 CONCEPT DESIGN .....	7
H04 PRE-PROPOSAL VESSEL INSPECTION.....	7
H05 REVIEW OF CONTRACTOR SUBMITTALS .....	8
H06 CONSTRUCTION PLAN .....	9
H07 CONTRACTOR’S SAFETY PLAN .....	9
H08 NOT USED .....	10
H09 SUBCONTRACTING PLAN.....	10
H10 NOT USED .....	10
H11 SUBMITTAL SCHEDULE.....	10
H12 DRAWING INDEX.....	11
H13 ENGINEERING AND DRAWINGS.....	12
H14 AS BUILT DRAWINGS .....	13
H15 NOT USED .....	13
H16 MANUFACTURER OR SUBCONTRACTOR DRAWINGS AND MANUALS.....	14
H17 NOT USED .....	14

**H18 RECORD PHOTOGRAPHS .....14**  
**H19 NOT USED .....14**  
**H20 GOVERNMENT PROPERTY .....15**  
**H21 PROGRESS PAYMENT BASED ON PERCENTAGE OF COMPLETION .....15**

## **PART I - THE SCHEDULE - SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H01 CONTRACT ORGANIZATION**

The Contract is divided into two basic phases:

- Phase I – NOT USED
- Phase II - Engineering
- Phase III - Construction, Testing and Delivery.

a. **PLANNING**

NOT USED

b. **ENGINEERING**

Engineering commences only after receipt by the Contractor of the Notice To Proceed with "ENGINEERING".

In this phase of the Contract, the Contractor will be required to perform design and engineering. The Contractor is not authorized to begin physical construction until the Notice To Proceed to Construct, Test and Deliver is issued.

If the Contractor commences any layout, burning, welding, erection or other construction work prior to receipt of the Notice To Proceed with CONSTRUCTION, TESTING AND DELIVERY, he will be responsible for all rework resulting from the design review and drawing approval process accomplished as part of ENGINEERING.

c. **CONSTRUCTION, TESTING AND DELIVERY**

CONSTRUCTION, TESTING, AND DELIVERY is the final phase of the Contract and shall be started only after issuance of the Notice To Proceed with CONSTRUCTION, TESTING, AND DELIVERY.

During this phase of the Contract, necessary records and documents shall be completed, the physical retrofit of the vessel shall occur, all equipment shall be tested and the vessel shall be delivered.

d. PHASE SEQUENCING

It is intended that the two phases outlined above for this vessel shall be performed sequentially.

The time allotted for each phase however, spans an interactive process involving both the Contractor and the Government. This process includes preparation, review and approval of the phase submittals, Contract administration, mailing and preparation and issue of the Notices To Proceed.

In order for the Contractor to plan the work and for the Government to properly manage the contract, a graphic identifying the sequence milestones and the performance period allotted to each milestone has been developed and is shown on the following page.

The graphic shows the two basic Contract phases. Each Contract phase is further subdivided into the milestones that must be completed within each phase and the amount of time allowed to accomplish each.

The milestones and periods of performance identified in the graphic are Contract requirements.

The Contractor must be aware that the quality, completeness and detail of the submittals have a direct bearing on the approval process. Extended review iterations will extend the time necessary to receive approval of the submittals and will subject the Contractor to assessment of Liquidated Damages or Termination for Default.

Refer to Clause H05 for information concerning the submittal review process.

**R/V STURGEON RETROFIT**

Contract Award

C  
O  
N  
T  
R  
A  
C  
T  
  
P  
H  
A  
S  
E  
  
S  
E  
Q  
U  
E  
N  
C  
I  
N  
G

Phase I
NOT USED
0 Calendar Days

10 CD      Pre-Construction Conference

**Receipt by Contractor of NTP Phase II (Engineering)**

Transportation of R/V STURGEON Hull and GFE to Contractor's Facility

Phase II Engineering
120 Calendar Days

90 CD	Receipt @ MDC of initial submittal of all Phase II deliverables
15 CD	Receipt by Contractor of MDC review comments
15 CD	Receipt @ MDC of final revised Phase II deliverables (if necessary)

15 CD      **Receipt by Contractor of NTP Phase III (Construction, Testing, and Delivery)**

Phase III
180 Calendar Days

Construction, Testing, Delivery
Acceptance

**H02 CONTRACTOR SUBMITTALS**

a. **PLANNING PHASE SUBMITTALS:**

NOT USED

b. **ENGINEERING PHASE SUBMITTALS:**

The following is a summary of items that the Contractor must submit after the Notice To Proceed with Phase II, Engineering, is issued. All items must be received, reviewed and accepted by the COR before the Notice To Proceed with Phase III, Construction, Testing, and Delivery, will be issued. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE</u>
ABS approval of the design (as applicable)	C025, C026 & C100
Test Report Form	E05
Subcontracting Plan	H09
Engineering & Drawings	H12 & H13
Standard Details	H13

c. **CONSTRUCTION, TESTING, AND DELIVERY PHASE SUBMITTALS:**

The following is a summary of items that the Contractor must submit after the Notice To Proceed with Phase III, Construction, Testing, and Delivery, is issued. All items must be received, reviewed and accepted by the COR before Acceptance (Clause E07) will be made. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE</u>
American Bureau of Shipping (ABS) Certificate (if applicable)	C025, C026 & C100
Inclining Test Data	C100
Final Weight Estimate Report	C100
Test Report	E05
Commercial Warranties	E08
ABS Reviewed and Stamped Drawings and Documents (if applicable)	H13
As-Built Drawings	H14
Manufacturer's or Sub-Contractor's Drawings and Manuals	H16
Record Photographs	H18

**H03 CONCEPT DESIGN**

The R/V STURGEON and R/V KIYI drawings included within this Contract represent a "Concept Design." The COR will provide CADD files of these drawings to the Contractor, upon request.

During development of the Final Design, the Contractor may discover circumstances that dictate a need to change some of the equipment or materials specifically required by the Contract. Examples of this situation might be that the item is no longer available or the lead time is too long to meet the vessel delivery. Such circumstances shall be immediately identified to the COR by letter with a proposed resolution. Adjustments to the contract required as a result of such circumstances, will be made under the "CHANGES" Clause.

**H04 PRE-PROPOSAL VESSEL INSPECTION**

GENERAL

A pre-proposal inspection will be conducted by appointment to allow all prospective offerors to inspect vessel. The inspection will allow offerors to properly assess the current condition of the vessel and the amount of effort required to comply with the requirements of this specification.

While attendance at this inspection is not mandatory, it is strongly recommended that prospective offerors take advantage of this opportunity.

B. SPECIFIC

The pre-proposal inspection will be held by appointment during a two-week period (to be announced) in Escanaba, MI. Representatives of prospective offerors wishing to attend should contact Mr. Greg Lee at 215-656-6850 to schedule an appointment.

Prior to the pre-proposal inspection, offerors may discover items in the solicitation that require technical clarification. Questions of this nature should be submitted in writing to the Contracting Officer.

During the pre-proposal inspection, Contractors will be allowed unencumbered access throughout the entire vessel. Representatives of the Government will be available, but only to the extent necessary to escort offerors and assist with access. Government representatives on the vessel will not discuss the scope of the work or make any technical clarifications or interpretations.

**H05 REVIEW OF CONTRACTOR SUBMITTALS**

The Marine Design Center (MDC) (the Government), will review the drawings, data and other material submitted by the Contractor in the various Contract phases.

Submittals from the Contractor must be clear as to what the submittal represents and the action the Contractor requires performed.

The Government's review is intended to be limited to the functional aspects of the submittals with limited technical review of a general cursory nature only.

The Contractor shall comply with the requirements of the design embodied in the Contract. Where review, approval, classification or certification by ABS, USCG, USPHS or other regulatory agency is a provision of the Contract, Government review of Contractor submittals may not address the requirements of those agencies. It is implicit that Government approval of submittals will be contingent upon satisfactory fulfillment of those requirements.

Submittals found to be completely acceptable to the Contracting Officer's Representative without comment will be marked "ACCEPTED - RESUBMITTAL NOT REQUIRED".

Submittals found to be generally acceptable to the Contracting Officer's Representative with qualifying comments will be marked "ACCEPTED" but may or may not require resubmission depending on the COR's assessment of the criticality of the comments.

ACCEPTED submittals being resubmitted will be reviewed only to ensure that the previous comments have been adequately incorporated. Resubmission requirements will be clearly marked on the return.

Submittals unacceptable to the Contracting Officer's Representative will be marked "NOT ACCEPTED". Submittals not accepted will always require full and complete re-submittal. Such re-submittal will result in a full and complete review as though it was a first submittal.

Submittals furnished for information only or for which the Contractor has not indicated the required review action will be marked "Examined".

The Contractor shall insure that all review comments are incorporated in corrected submittal documents or are rebutted in separate correspondence. The Contractor is encouraged to completely discuss all submittal comments with the MDC author in order to insure complete and effective communication.

The Contractor will not use the drawing review or submittal process for Contract deviations. Changes in equipment, materials, construction techniques or details must be the subject of separate, specific correspondence. Any such request made by the Contractor must be specific and clear as to what is contractually required, the proposed change, location and/or extent, benefits resulting from the change and effect on contract cost and delivery.

Submittals for review by the Government will be return mailed in accordance with the Phase Sequencing Graphic, Refer to Clause H01. The Contractor shall plan the submittals schedule so that the review process will not affect his Contract performance.

#### **H06 CONSTRUCTION PLAN**

Within five (5) calendar days of receipt of the Notice To Proceed with Phase II, Engineering, the Contractor shall revise and expand the "Construction Plan" that was submitted with his offer to comply with the requirements listed in the following paragraph.

The plan shall be prepared on USACE standard ENG Form 2454 (Construction Progress Chart) furnished by the Government. The plan will be a summary level view of the contract schedule. The plan will show the Contractor's starting date, duration in weeks, ending date, and percentage completion (both as planned and as achieved) for all of the major activities of the Contract. The plan shall also show the amount of the total price (percent and actual dollars) associated with each activity. The plan will also have the progress "S" curve plotted (both as planned and as achieved).

The activities shown on the chart shall be developed by the Contractor and shall include, as a minimum, the following:

- Engineering
- Direct Construction Labor, separated into principal vessel areas
- Material Purchases separated into principal vessel areas
- Material Deliveries separated into principal vessel areas
- Construction of modules
- Test and Trials
- Delivery
- Overhead and Profit

In addition, the following milestone events, as a minimum, shall be marked on the chart time-line:

- Award of Contract
- Notice to Proceed with "ENGINEERING"
- Notice To Proceed with "CONSTRUCTION, TESTING, AND DELIVERY"
- Trials, Tests, and Demonstrations
- Final Inspection
- Acceptance

After review, revision as necessary and approval by the COR, the plan shall be updated and submitted monthly with the Progress Payment Request.

#### **H07 CONTRACTOR'S SAFETY PLAN**

After Notice to Proceed with Phase II, Engineering, the Contractor shall submit a safety plan for

the facility at which the work is to be performed.

The Contractor's Safety Plan shall outline the procedures used by the Contractor to ensure the safety of his employees and minimize lost time accidents.

The safety plan shall identify by name and title, the Contractor's Safety Officer who is responsible for enforcing the Contractor's safety rules and the Contractor's designated "Competent Person" (29 CFR 1915.7) who is responsible for testing the atmosphere in confined and enclosed spaces. In the event that the Contractor has no designated "Competent Person", a statement that a Marine Chemist will perform the tests and inspections which require a "Competent Person" shall be included with the Safety Plan, and the name of the Marine Chemist shall appear on the Subcontracting Plan (Clause H09).

**H08** **NOT USED**

**H09** **SUBCONTRACTING PLAN**

After Notice To Proceed with Phase II, Engineering, the Contractor shall revise and expand the Subcontracting Plan that was submitted with his offer to identify the areas or features of the contract or vessel which will be performed, all or in part by sub-Contractors. The plan shall be in "spread sheet" format and shall identify the scope of work, sub-Contractor firm's name and reference to the sub-Contractor's proposal or letter of intent.

The Contractor shall provide copies of all pre and post Contract correspondence between themselves and their representatives and all potential sub-Contractors when requested by the Contracting Officer's Representative.

All persons employed as naval architects or marine engineers either by the Contractor or by any sub-Contractor shall be professionally competent by virtue of education, training, experience or licensing.

Upon written approval of the Sub-Contracting Plan by the Authorized Representative of the Contracting Officer, the Contractor is authorized to proceed and to put the subcontracts in place.

**H10** **NOT USED**

**H11** **SUBMITTAL SCHEDULE**

After receipt of the Notice To Proceed with Phase II, Engineering, the Contractor shall revise and expand his "List of Proposed Deliverables" that was submitted with his proposal. The schedule shall be in "spread sheet" format and provide a clearly list the Contractor's schedule of all required submittals.

For drawings or items with repetitive submittals (monthly, etc.) the schedule must allow the time required for drawing review iterations or repetitive submissions.

After review and approval by the COR, the schedule will be updated and submitted with the monthly Progress Payment Request for the life of the Contract.

## **H12 DRAWING INDEX**

After receipt of the Notice To Proceed with Phase II, Engineering, the Contractor shall prepare an index of all drawings to be prepared by the Contractor as part of this contract. The list shall be subdivided into two parts.

The first part shall list all the drawings the Contractor intends or expects to prepare during the Phase II, Engineering, portion of the contract.

As a minimum, the Engineering phase design effort shall include preparation of drawings and reports that completely address the topics listed on the following guidance index:

<u>DWG. NUMBER</u>	<u>DRAWING TITLE</u>	<u>DELIVERABLE</u>
• 551-C000-01	TITLE SHEET & DRAWING INDEX	DRAWING
• 551-C115-01	WEIGHT ESTIMATE	REPORT
• 551-C205-01	OUTBOARD PROFILE	DRAWING
• 551-C215-01	GENERAL ARRANGEMENT	DRAWING
• 551-C305-01	HULL SCANTLING PLANS	DRAWING
• 551-C315-01	DECKHOUSE SCANTLING PLANS	DRAWING
• 551-C320-01	POTABLE WATER TANKS	DRAWING
• 551-C445-01	LIFESAVING AND SAFETY EQUIPMENT	DRAWING
• 551-C630-01	FUEL OIL SYSTEM	DRAWING
• 551-C645-01	RAW WATER/FIREMAIN SYSTEM	DRAWING
• 551-C660-01	BILGE & BALLAST SYSTEM	DRAWING
• 551-C665-01	POTABLE WATER SYSTEM	DRAWING
• 551-C667-01	SANITARY & SEWAGE SYSTEM	DRAWING
• 551-C670-01	VENTS, SOUNDS & OVERFLOWS	DRAWING
• 551-C677-01	FIRE DETECTION AND EXTINGUISHING SYSTEM	DRAWING
• 551-C720-01	ONE LINE DIAGRAM (AC)	DRAWING

The second part shall contain all the As-Built drawings. The As-Built drawings shall consist of

updated and corrected originals of all the drawings prepared by the Contractor (listed in the first part of this index) plus any standard drawings or details created by the Contractor during construction, or required by the regulatory agencies.

Both parts of this index shall be complete with drawing title, MDC Drawing Number, the Contractor's drawing number (if any) and scheduled submittal date.

After review, revision, assignment of MDC drawing numbers and approval by the COR, the index will be updated and submitted monthly to the Contracting Officer's Representative.

The Government shall be the sole owner and have "Unlimited Rights" to all drawings listed on the drawing index.

System drawings shall consist of a simple system schematic on the first sheet with a Bill of Materials and a complete, detailed arrangement with sections and elevations as required on subsequent sheets. The Arrangements shall be to scale with equipment shown in actual outline form. The Contractor shall use three lines (centerline and two outside diameter boundaries) to depict large piping (3 inches or greater). Details of vents, sounds, and fills shall be included with their respective piping system drawing. Design calculations and catalog cutsheets created and gathered during system development shall be submitted with the drawing to expedite the review process. The calculations and cutsheets shall also be collated into the Final Design and Construction Compendium after construction.

### **H13 ENGINEERING AND DRAWINGS**

#### **a. ENGINEERING AND DESIGN**

The Contractor shall perform and provide engineering services in order to obtain regulatory body approval.

All drawings and documents prepared by the Contractor or substantively modified by the Contractor shall be forwarded to the Marine Design Center (MDC) for review, comment and approval.

Three copies of each drawing/document shall be furnished. One copy will be returned to the Contractor showing the Government review action.

It is the responsibility of the Contractor to schedule submission of the listed drawings/documents to allow time for review by MDC, without adversely affecting the construction schedule or submittals to ABS (refer to Clause H02).

All drawings shall be prepared in CADD form and shall conform to the American National Standards Institute (ANSI) Standard Y14. Title blocks shall conform to ANSI dimensions.

In the event that option line item 0003AA is awarded, the Contractor shall provide to the COR copies of all pre and post contract correspondence between the Contractor and ABS, including all

correspondence from ABS to the Contractor.

The Contractor shall also provide to the COR, approved and stamped copies of all drawings and documents reviewed by ABS, with all comments resolved (if applicable).

b. STANDARD DETAILS

It is not the intention of the Government to unnecessarily restrict the normal manufacturing and construction practices of the Contractor.

Prior to issuance of a NTP with Construction, Testing, and Delivery, the Contractor may provide to the COR, for approval, a list of the standard details (brackets, gussets, fittings etc.) that the Contractor proposes to incorporate into the design. Such list shall be accompanied by the Contractor's standard detail drawings.

If approved, the Contractor's Standard Details can be integrated into the Final Design drawings by reference and need not be resubmitted for review.

**H14 AS BUILT DRAWINGS**

In order to provide a record of the "As-Built" vessel the Contractor shall update the vessel drawings and documents to clearly show the construction, details and systems of the vessel at the time of delivery.

All of the drawings and documents shown on the Submittal Schedule required by Clause H11 and the Drawing Index required by Clause H12 will be updated and corrected to form an "As Built" record of the vessel.

The "As-built" drawings shall be delivered as follows:

- Prior to Final Inspection, the Contractor shall submit one set of prints of the "As-Built" drawings for review and approval.
- Prior to Acceptance, the Contractor shall provide the following:
  - Two sets of black or blue line prints of all "As Built" drawings.
  - The electronic files of all As-built drawings in AutoCAD r14 or AutoCAD 2000 format. Each drawing sheet shall be a separate electronic file. Compression utilities such as PKZIP may not be used.

**H15 NOT USED**

**H16 MANUFACTURER OR SUBCONTRACTOR DRAWINGS AND MANUALS**

Prior to Acceptance the Contractor shall provide all manufacturer's drawings and manuals for each piece of machinery and equipment provided by the Contractor.

Where catalog "cut-sheets" are provided, all information not pertinent to the equipment or machinery provided shall be obliterated.

**H17 NOT USED**

**H18 RECORD PHOTOGRAPHS**

a. **CONSTRUCTION PROGRESS PHOTOGRAPHS**

Every two weeks during Phase III, Construction, Testing, and Delivery, the Contractor shall submit to the COR digital photographs to document the progress of the retrofit of the vessel.

Each set of photographs shall consist of a minimum of 10 shots that clearly illustrate the construction progress.

b. **RECORD PHOTOGRAPHS**

Upon completion of the retrofit, the Contractor shall furnish not less than twenty (20) color photographic prints (4" x 6" minimum size) of the vessel, as described below:

Exterior shots shall include:

- Each side
- Each end
- Port and Starboard 3/4 views (end-on)
- Elevated 3/4 views while underway

Interior shots shall include views of each interior space from various angles so as to display principal equipment and features.

The Contractor shall provide two complete sets of prints to the COR from which two photographs will be selected and returned to the Contractor for enlargement and reproduction as follows:

The two selected shots of the vessel shall be custom printed in 11 x 14 size, mounted, double matted and framed under clear glass in suitable wooden frame. Four sets of these pictures shall be furnished to the COR (Total of eight matted & framed color photographs).

**H19 NOT USED**

**H20 GOVERNMENT PROPERTY**

All Government Furnished Equipment (GFE) and equipment for which the Government has made payment or partial payment shall be considered Government Property.

The Contractor shall accept all risk for Government property in his possession.

The Contractor shall maintain an inventory of all Government Property, update and submit the inventory monthly.

All Government Property shall be stored in secure, enclosed, weather tight warehouse buildings. Security shall consist of restricted access, locked and fenced storage. Warehouse buildings shall be heated above freezing and ventilated to prevent condensation or sweating.

**H21 PROGRESS PAYMENT BASED ON PERCENTAGE OF COMPLETION**

The Government shall pay the Contractor the contract price as provided in this contract.

The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets standards of quality established under the Contract, as approved by the Contracting Officer.

If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and to the Contractor at locations other than the site may also be taken into consideration if:

- Consideration is specifically authorized by this contract; and
- The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

If the Contracting Officer finds that satisfactory progress was achieved during any period for which progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of fifteen percent (15%) of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all remaining withheld funds.

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be considered as:

- Relieving the Contractor from the sole responsibility for all material and work upon which

- payments have been made or the restoration of any damaged work; or
- Waiving the right of the Government to require the fulfillment of all of the terms of the Contract.

In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including co-insurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The preceding retainer provision shall not apply to that portion of progress payments attributed to bond premiums.

The Government shall pay the amount due the Contractor under this Contract after:

- Completion and acceptance of all work; and
- Presentation of a properly executed voucher.

Notwithstanding any other provision of this Contract, progress payments shall not exceed eighty percent (80%) on work accomplished on undefinitized Contract actions. A "Contract action" is any action resulting in a Contract as defined in FAR Subpart 2.1., including Contract modifications for additional supplies or services, but not including Contract modifications that are within the scope and under the terms of the Contract, such as Contract modifications issued pursuant to the Changes Clause, or funding and other administrative changes.

SECTION I Contract Clauses

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double -Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence --Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data --Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-7	Option For Increased Quantity -Separately Priced Line Item	MAR 1989
52.219-6	Notice Of Total Small Business Set -Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor--Cooperation with Authorities and Remedies	FEB 2001
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian -Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer --Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes --Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed -Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense - Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

## SECTION I Contract Clauses

### 52.202-1 DEFINITIONS. (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means --

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that --

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for --

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services --

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c) (1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means --

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may --

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which --

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless

they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --

(i) A cumulative increase of \$ 25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-4 PRINTED OR COPIED DOUBLE -SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as --

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end -usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over -runs, converters' scrap, and over -issue publications.

“Printed or copied double -sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as --

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double -sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high -speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard

should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment ( see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means --

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

#### 52.215-2 AUDIT AND RECORDS --NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

#### 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because --

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which --

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if --

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if --

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid --

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

#### 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA --MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403 -4, except that this clause does not apply to any modification if an exception under FAR 15.403 -1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which --

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2) (ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if --

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if --

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid --

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

#### 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

#### 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413 -50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99).

For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413 -50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non -CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

#### 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205 -6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403 -4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If --

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15 -2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days after issuance of the NTP for both Options (Line Items 0002 and 0003). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract --

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service -disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service -disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service -disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service -connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO -Net).

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran -owned small business concern, a service -disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women -owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set -aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-19 CHILD LABOR --COOPERATION WITH AUTHORITIES AND REMEDIES (FEBRUARY 2001)

- (a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in --
- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$54,372 or more; or
- (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$177,000 or more.
- (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212 -3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
- (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

#### 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50 -202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50 -202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary

of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause --

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who --

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, lay off, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating --

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on --

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO -1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall -- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about --

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall --

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### 52.225-8 DUTY-FREE ENTRY (FEB 2000)

(a) Definition. Customs territory of the United States means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the --

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if --

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the --

- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
  - (2) Government prime contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, \_\_\_\_\_ [agency], \_\_\_\_\_ Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [from Tariff Schedules] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501 -A and any required duty -free entry certificates.";
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
  - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to --
- (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty -free entry will be accorded foreign supplies or, for duty -free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
- (1) Foreign supplies;
  - (2) Country of origin;
  - (3) Contract number; and
  - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if --
- (1) Supplies identified in the Schedule to be accorded duty -free entry will be imported into the customs territory of the United States; or
  - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
- (End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the

Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.229-5 TAXES --CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 per cent of the total contract price.

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

#### 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to --

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

#### 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rates established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract

modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 -2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date --(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98 -181, including any edible fresh or frozen poultry meat, any

perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions

(a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment

office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that --

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except --

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213 -1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for --

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601 -613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification

requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor -certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6 - month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. -

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. -

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES --FIXED -PRICE (AUG 1987)

(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) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(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.

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause --

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds --

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive

basis to its proteges.

#### 52.245-2 GOVERNMENT PROPERTY (FIXED -PRICE CONTRACTS) (DEC 1989)

(a) Government -furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government -furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government -furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government -furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government -furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government -furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government -furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government -furnished property provided or to be provided under this contract, or (ii) substitute other Government -furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government -furnished property.

(2) All Government -furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

(1) Any delay in delivery of Government -furnished property;

(2) Delivery of Government -furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government -furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government - furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government -furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 52.246-24 LIMITATION OF LIABILITY HIGH -VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self -insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d)(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered

under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer --

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; (ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer

decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)	Program Requirement
---------------	-----------------------	---------------------

	(Mandatory)			
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	*** 25	*** 25	15	15

\* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\*\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\*\*\* The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts --add to contract price.

(ii) Cost-reimbursement contracts --add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar

incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED -PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-8 DEFAULT (FIXED -PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with —

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving --

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly --

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as --

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify --

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9 -digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4 -digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

#### 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

#### 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing --

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)

(a) Definitions.

As used in this clause--

(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.

(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c) (1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are --

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause --

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

#### 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including --

(1) Cost or pricing data if required in accordance with subsection 15.403 -4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403 -3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to ----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S. -flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S. -flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign -flag vessels, or designate available U.S. -flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S. -flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S. -flag vessels, including points of contact (with names and telephone numbers) with at least two U.S. -flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S. -flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non - U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non -U.S.-flag vessels without the written consent of the Contracting Office r. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non -U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph ( h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties --

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for --

(i) Noncommercial items; or

(ii) Commercial items that --

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

**PART III – LIST OF DOCS, EXHIBITS  
AND ATTACHMENTS –  
SECTION J**

**INDEX**

<u>CLAUSE</u>	<u>PAGE</u>
J01 DRAWINGS .....	2
J02 GOVERNMENT FURNISHED EQUIPMENT.....	2
J03 MASTER AGREEMENT FOR REPAIR AND ALTERATION OF VESSELS.....	5
J04 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS.....	22

**PART III – LIST OF DOCS, EXHIBITS  
AND ATTACHMENTS –  
SECTION J**

**J01    DRAWINGS**

Refer to Clause C042 for a complete list of drawings provided with this specification package.

**J02    GOVERNMENT FURNISHED EQUIPMENT**

The following GFE items will be provided to the Contractor during Phase II of the contract:

<u>QTY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
2	Main Engines	Detroit Diesel Model 12VA 49437, Serial Nos. 89501 and 7122-3001, with Twin Disc Marine Gear Model MG 514, Serial Nos. 3D9579 and 3E1483.
2	Gensets	Cummins Model 6BT5.9-D(M), Serial Nos. 643021-0899 and 643023-0899, 99KW Each
2	Silencers	For Cummins Gensets (above) Hapco Model 1030 VRS 4 SI W
2	Exhaust Flexes	For Cummins Gensets (above) Model T10
2	Racor filters	For Cummins Gensets (above) Model 900MA, with bracket no. 990316
2	Grid Coolers	For Cummins Gensets (above) Duramax Marine Model PC-210-114
2	Searchlights	Perko Model 9304 EH1 WH5
2	Searchlight Power Panel	Perko Model 9304 EH1 WH6

2	Steering Cylinders	Atlas Model H-032-PB2-0137-1-NC-N-B-24.00
2	Trawl Winches	Kolstrand with Levelwind and Brake Units.
1	Crane Pedestal	Alaska Marine Crane Model MCK-430 Pedestal Serial No. MCK-430-99-1437 (Packaged inside of Pedestal is a carton containing 1 instruction book, 1 load chart, and 1 tethered remote control unit.)
1	Crane Boom	Alaska Marine Crane Model MCK-430
1	Crane HPU	Alaska Marine Crane Model MCK-430. 70 H.P.
1	Waterfall Net Reel	Kolstrand 2-Drum Aluminum "Waterfall" net reel.
1	Bow Thruster	Wesmar DPC-50 Dual Prop, Including 1 variable speed drive (Danfoss VLT3552), 1 adaptor plate w/couplings, 1 control head.
1	Bow Thruster Motor	Leeson 50 H.P. Electric Motor.
1	Outboard Motor	Yamaha 50 H.P. Model F50TLRY, Serial no. 415968, w/Rapture Prop. and control unit
1	Steering HPU	Vickers V2010 Power Unit w/50 Gal Reservoir. The following items annotated with a * are packaged with the Steering HPU:
* 1	Reservoir	JIC-40
* 2	Electric Motors	Lesson 150165 7.5 H.P.
* 2	Vane Pumps	Vickers V20 1P6P IC 20
* 2	C-Face Adaptors	Vector 2-57-2A
* 2	Motor/Pump Coupling Sets	
* 1	Relief Valve	Vickers CT 06 C 50
* 2	Suction Strainers	Flow-EZY P10-1-100
* 2	Motor Starters	Square-D 7.5 H.P.

* 2	Check Valves	Snap-tite CPIFF-6P 3/4"
* 1	Pressure Gage	HCIP-2105
* 1	Snubber Valve	NSAB-KXV-BA
* 2	Directional Valves	Vickers DG454 018 B 60
* 1	Directional Valve	Vickers DG454 012A B 60
* 3	Subbases	Daman A DO5 SPS 8P
* 3	Bolt Kits	Vickers BKDG01633
* 2	Load Lock Valves	Greesen L050D
* 1	Low Level Switch	Gems 01801
* 1	Site Gage	Lube Device G606-5-A1
1	Switchboard	Con-Tech Power Systems 480-208/120-100A
1	Work Skiff	Zodiac Yacht-Line RIB Model YL 420 DELUXE, Hull No. FR-XDC 782ARC999
1	Gill Net Lifter	Crosley Hauler 30" Exterior Grip Starboard Mount
1	Liferaft	Crewsaver 10-person Model "Limited" with USCG/SOLAS 'B' Pack, Serial No. F145. Requires service as of 1/99
1	Ice-Maker	Manitowoc Model BD0603WS, Serial No. 951262803
1	Ice Storage Unit	Manitowoc 30" W x 36" D. For use with Ice-Maker above.
2	RADAR Units	JRC as listed below (annotated with **)
** 1	Display Unit	JRC Model NCD-1983, Serial No. LE27384
** 1	Scanner Unit	JRC Model NKE-1047 w/Antenna, Serial No. E87385
** 1	Display Unit	JRC Model NCD-3860E, Serial No. LE28230

** 1	Scanner Unit	JRC Model NKE-1055, Serial No. LE83230
** 1	Antenna Unit	Goes w/Model NKE-1055 (above)
1	CCTV System	Includes the following Eleven Line Items (Annotated with ***)
*** 4	Wall Mount Brackets	Ultrak Model UL-WBM
*** 4	Environmental Housings	Ultrak Model UL-HEM10-1
*** 2	Housing Heater Kits	Ultrak Model UL-HEM10-HK
*** 2	Housing Blower Kits	Ultrak Model UL-HEM10-BK
*** 4	Transformers	Revere 24V, 50Amp Model RT-G2450SL
*** 4	Cameras	Sony 1/3" Digital Color Model SSC-DC14
*** 1	Camera Lens	Rainbow 6-12mm Auto-Iris Lens Model L 612 VDC 4P
*** 1	Camera Lens	Rainbow 2.8mm Lens Model L 28 DC 4P
*** 2	Camera Lenses	Rainbow 2.8mm w/focus Model L2.8-1.3/CSWI
*** 2	Monitors	Sony 13" Color Model SSM-14N5U
*** 2	Sequential Switchers	Sony Model YS-S6/A

Refer to Clause C500 for GFE details.

**J03 MASTER AGREEMENT FOR REPAIR AND ALTERATION OF VESSELS**

All offerors who do not have a current Master Agreement for Repair and Alteration of Vessels on file with the U.S. Army Corps of Engineers, Philadelphia District, Contracting Division (CENAP-CT) must submit a completed copy of the following with their proposal:

Contract No.

DEPARTMENT OF DEFENSE  
DEPARTMENT OF THE ARMY  
MASTER AGREEMENT  
FOR REPAIR AND ALTERATION OF VESSELS

ISSUING OFFICE: U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

CONTRACTOR:

ADDRESS:

PAYMENT OFFICE: U.S.A.C.E FINANCE CENTER  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005

Contract No.

MASTER AGREEMENT FOR REPAIR AND ALTERATION OF VESSELS

- (1) This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_, by the United States of America (the "Government") represented by \_\_\_\_\_, the Contracting Officer, and existing under the laws of the State of \_\_\_\_\_ (the "Contractor").
- (2) The clauses in this agreement shall be incorporated, by reference or attachment, in job orders issued under this agreement to effect repairs, alterations, and/or additions to vessels.
- (3) By giving 30 days written notice, either party to this agreement has the right to cancel it without affecting the rights and liabilities under any job order existing at the time of cancellation. The Contractor shall perform, under the terms of this agreement, all work covered by any job order awarded before the effective date of the cancellation.
- (4) This agreement may be modified only by mutual agreement of the parties. A modification of this agreement shall not affect any job order in existence at the time of modification, unless the parties agree otherwise.
- (5) The rights and obligations of the parties to this agreement are set forth in this agreement and the clauses of any job orders issued under this agreement. In the event there is an inconsistency between this agreement and any job order, the provisions of this agreement shall govern.
- (6) This agreement shall remain in effect until cancelled by either party.

THE UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Contracting Officer)

\_\_\_\_\_  
(Contractor)

BY \_\_\_\_\_  
(Authorized Individual)

\_\_\_\_\_

(Title)

Contract No.

CONTENTS

CLAUSE	TITLE
252.217-7003	CHANGES
252.217-7004	JOB ORDERS AND COMPENSATION
252.217-7005	INSPECTION AND MANNER OF DOING WORK
252.217-7006	TITLE
252.217-7007	PAYMENTS
252.217-7008	BONDS
252.217-7009	DEFAULT
252.217-7010	PERFORMANCE
252.217-7011	ACCESS TO VESSEL
252.217-7012	LIABILITY AND INSURANCE
252.217-7013	GUARANTEES
252.217-7014	DISCHARGE OF LIENS
252.217-7015	SAFETY AND HEALTH
252.217-7016	PLANT PROTECTION

252.217-7003 CHANGES (DEC 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in --

- (1) Drawings, designs, plans, and specifications;
- (2) Work itemized;
- (3) Place of performance of the work;
- (4) Time of commencement or completion of the work; and
- (5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

(1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.

(2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.

(3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

252-217-7004 JOB ORDERS AND COMPENSATION (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer

determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

252.217-7005 INSPECTION AND MANNER OF DOING WORK (JAN 1997)

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

(b) (1)Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of 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 bid (or acceptance of the job order, if negotiated).

(2)When Navy specifications are specified in the job order, 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 job order, in addition to its rights under the Guarantees clause of the Master Agreement, 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.

(3) As specified in the job order, 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 job order 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 job order.

(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 a job order, 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 or designated representative with a "gas-free" or "safe-for-hotwork" certificate, provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and Health Administration regulations (29 CFR 1915.14) 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.

(f) Except as otherwise provided in the job order, 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 35o F, 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 job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order 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, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(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 job order 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."

252.217-7006 TITLE (DEC 1991)

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of a job order shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the job order, or with the approval of the Contracting Officer during performance of the job order, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipment.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

252.217-7007 PAYMENTS (DEC 1991)

(a) "Progress payments", as used in this clause, means payments made before completion of work in progress under a job order.

(b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.

(1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.

(2) The Government need not make progress payments for invoices aggregating less than \$5,000.

(3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the work, and preparatory work completed, less the aggregate of any previous payments.

(4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.

(c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.

(d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct --

(1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and

(2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

252.217-7008 BONDS (DEC 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual

performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

252.217-7009 DEFAULT (DEC 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to --

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause --

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.

(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.

(ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.

(f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.

(1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).

(2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.

(3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of

the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.

(g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

252.217-7010 PERFORMANCE (DEC 1991)

(a) Upon the award of a job order, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the job order has been awarded except in the case of emergency work ordered by the Contracting Officer under the Job Orders and Compensation clause of the Master Agreement.

(b) The Government shall deliver the vessel described in the job order at the time and location specified in the job order. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the job order.

(c) The Contractor shall, without charge and without specific requirement in a job order, --

(1) Make available at the plant to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The job order will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances

necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

252.217-7012 LIABILITY AND INSURANCE (DEC 1991)

(a) The Contractor shall exercise 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 part of the vessel upon which work is done.

(b) "Loss or damage to the vessel, materials, or equipment."

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) "Indemnification." The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) "Insurance."

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

- (i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or
- (ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

252.217-7013 GUARANTEES (DEC 1991)

(a) In the event any work performed or materials furnished by the contractor under the Master Agreement prove defective or deficient within 90 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 90 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the job order.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the job price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this agreement.

252.217-7014 DISCHARGE OF LIENS (DEC 1991)

(a) The Contractor shall immediately discharge, or cause to be discharged, any lien or right in rem of any kind, other than in favor of the Government, that exists or arises in connection with work done or material furnished under any job order under this agreement.

(b) If any lien or right "in rem" is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

252.217-7016 PLANT PROTECTION (DEC 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.

(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.

(c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph

(b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

**J04 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS**

In accordance with FAR 42.15, AFAR 42.15, and Army Acquisition Letter 98-1, this contract action is subject to the requirement for Contractor performance evaluation in the elements listed on the attached form.

At a minimum, the performance evaluation shall be completed within 45 days of completion of

each year's performance. Additional (Interim) evaluations may be prepared if any element listed is being performed unsatisfactorily.

The period of evaluation will begin on the date acknowledgement of receipt of the Notice to Proceed and will run concurrent with the performance period of the contract.

The contractor shall be provided thirty (30) days to submit comments, rebut statements, or provide additional information before the final performance evaluation is issued. This period may be shortened if an interim unsatisfactory evaluation is being contemplated and time does not allow for a full thirty (30) days.

The contractor may appeal a final performance evaluation to the Commander of the Contracting Activity. The appeal must be made within thirty (30) days, and must be a written request to the Contracting Officer stating the reasons why a further review of their performance evaluation is justified, and the circumstances which may be cause the Government to revise its performance rating. Interim evaluations are not subject to appeal.

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION K Representations, Certifications and Other Statements of Offerors

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	APR 2001
52.219-1	Small Business Program Representations	MAY 2001
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
252.209-7001	Disclosure of Ownership or Control by the Government o f a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.225-7000	Buy American Act --Balance Of Payments Program Certificate	SEP 1999
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION K Representations, Certifications and Other Statements of Offerors

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203 -12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ( ) have not ( ), within a three -year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ( ) has not ( ) within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws --

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them ; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ( ) has not ( ), within a three -year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers ; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract

resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336611**.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision --

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b)  It has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60 -1 and 60-2), or

(b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222 -37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.225-7000 BUY AMERICAN ACT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

THIS PAGE INTENTIONALLY LEFT BLANK

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

INDEX

<b>L000</b>	<b>PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA...</b>	<b>2</b>
A.	GENERAL REQUIREMENTS .....	2
B.	MANAGEMENT EVALUATION CRITERIA .....	3
C.	REQUIRED MANAGEMENT PROPOSAL SUBMITTALS .....	3
1.	<i>Organization</i> .....	3
2.	<i>Human Resources for this Project</i> .....	4
3.	<i>Facilities and Equipment</i> .....	4
4.	<i>Project Sub-Contracting Plan</i> .....	4
5.	<i>Project Quality Control Plan</i> .....	4
6.	<i>Project Planning / Schedule</i> .....	4
7.	<i>Financial Condition</i> .....	5
8.	<i>Bonding</i> .....	5
D.	PAST PERFORMANCE AND EXPERIENCE EVALUATION CRITERIA .....	5
E.	REQUIRED PAST PERFORMANCE AND EXPERIENCE SUBMITTALS .....	5
F.	PRODUCT EVALUATION CRITERIA .....	6
G.	REQUIRED PRODUCT PROPOSAL SUBMITTALS .....	6
1.	<i>List of Proposed Deliverables</i> .....	6
2.	<i>Materials and Equipment</i> .....	6
3.	<i>Warranty</i> .....	6
H.	PRICE EVALUATION CRITERIA .....	6
I.	REQUIRED PRICE SUBMITTALS .....	7
II.	<i>Price Proposal</i> .....	7
_J.	CONTRACT CLAUSES.....	8

## **L000 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA**

### **A. GENERAL REQUIREMENTS**

Offerors shall submit three copies of the entire proposal for evaluation. The proposal shall include an index of the complete proposal to identify the content, and to assist in locating the specific elements or topics required to be addressed by the offerors as outlined in this section. Page separators or tabs can be used.

Page B-1 of the solicitation must be filled in and included with the proposal to reflect the offered price. The option line items shall be priced separately, and must be provided with the proposal on page B-1. This page is the Price Proposal, and must be separate or separable from the rest of the proposal. Price information shall only be displayed on page B-1 and shall not be included anywhere else within the proposal, to allow for the review by the Government representatives to take place without the influence of price. The Government's budgetary estimate for the job, not including the option line items is nine hundred fifty thousand dollars (\$950,000.00). However, the total offer, including the option line items, may exceed the budgeted dollar value stated above.

Offerors are advised that each proposal submitted must be complete, and shall be organized to address the specific elements or topics required, in the sequence outlined in this section. This is necessary to facilitate and expedite an effective review.

Offerors that submit proposals that are not complete, may or may not be given the opportunity to submit any additional material, and may be considered non-responsive. As a minimum, the information required in this section shall be included in each proposal submitted. Additional data, which would serve to clarify the proposal, should also be submitted. Any other information deemed necessary by the Contracting Officer for a clear understanding of the proposal shall be furnished if requested.

Proposals shall not include alternative features offered as options within the Proposal. Each Proposal must be clear as to the services and features to be offered without contingency. This will facilitate a fair and equitable review and evaluation. The same offeror, however, may send in more than one complete proposal, to propose alternative features and price.

The Proposals will be reviewed for completeness and evaluated on their merit against the evaluation factors listed below.

**Technical Factors**  
**(In descending order of importance):**

Product  
Past Performance and Experience  
Management

**Price Factors:**

Price Reasonableness  
Price Realism

Price to the Government for  
Transportation of the Vessel and  
GFE to/from the Contractor's  
Facility

The Technical Factors are more significant than the Price Factors for offers within the Government Budgetary Estimate. However, the Price Factors become most significant if the budgetary estimate is exceeded.

**B. MANAGEMENT EVALUATION CRITERIA**

The Management Evaluation Criteria for award shall be the capability demonstrated by the offeror to successfully perform and respond to the requirements of this project.

The offeror shall demonstrate in the proposal that his organization has the proper resources available, and has proposed sufficient resources to successfully perform the work required.

**C. REQUIRED MANAGEMENT PROPOSAL SUBMITTALS**

The following topics must be addressed in narrative form. Drawings or pictures to convey the information are encouraged. Each topic shall be addressed to the degree necessary to provide the reviewers with a clear understanding. As a minimum the information requested below shall be included in each proposal submitted:

**1. Organization**

The offeror shall provide clear and complete information on his organization as follows:

- Name and type of company.
- Brief history of company.
- Principal ownership, subsidiaries, and corporate affiliations.

## **2. Human Resources for this Project**

The Offeror shall furnish resumes of the key personnel that will be involved in this project, indicating:

- Academic/Professional qualifications.
- Experience in related type of work.
- Functional position and job description as it will apply to this project, for each key individual.

## **3. Facilities and Equipment**

The offeror shall furnish a description of the facilities and major equipment available and planned to be used on this project. Shop facilities/equipment shall be briefly described and clearly identified in layout drawings or pictures included in the proposal.

## **4. Project Sub-Contracting Plan**

If applicable, the offeror shall describe the extent of sub-contracting contemplated on this project, and the specific areas to be sub-contracted.

If any part of Phase II - Engineering, is to be sub-contracted, the offeror shall identify the sub-contractor, and submit the resumes of the key personnel involved.

## **5. Project Quality Control Plan**

The offeror shall make a brief description of his Quality Control / Quality Assurance Organization, and how it will be applied to this project. Copy of ISO certification shall be provided if applicable.

## **6. Project Planning / Schedule**

The offeror shall submit with his proposal, a "Construction Plan", including duration in calendar days for his performance during:

- Phase I – NOT USED
- Phase II - Engineering
- Phase III - Construction, Testing and Delivery

Phase durations, as identified in the accepted proposal, will be inserted into the "Contract Phase Sequencing" graphic included in Section H, clause H01. Offered durations must be submitted in calendar day format, and shall not exceed those indicated in page H-5.

The Government will issue the Notice to Proceed with Phase II following the pre-construction conference. This is expected to be within ten (10) calendar days of the contract award date.

The Government will give Notice to Proceed with Phase III, within fifteen (15) days of completion of Phase II – Engineering.

After contract award, the contractor is required to perform according to his proposed project schedule. Actual performance after contract award shall be compared against the proposed schedule, and shall be reported to the COR with the contractor's request for progress payment.

Offerors proposing a total project duration that is shorter than the baseline project duration shown on page H-5 will be rated better for this criteria than offerors not proposing a reduced schedule duration. Offerors should refer to the Contract Phase Sequencing graphic for important information regarding Government review durations and required resubmittal durations that must be included in the total project duration proposed by the offeror.

## **7. Financial Condition**

Describe why the Government should be confident that this project will be successfully completed from a financial standpoint. Report briefly on the offeror financial resources.

## **8. Bonding**

Bonding is not required for this contract. However, offerors whose proposal states that a performance bond will be provided will rate higher for this criteria than offerors whose proposals do not include bonding.

## **D. PAST PERFORMANCE AND EXPERIENCE EVALUATION CRITERIA**

Past Performance means the offeror's rating in formalized Government or customer surveys, including the Government's assessment of performance in any previous contracts if applicable.

Contracts terminated by convenience of the Government in the past three years, and/or contracts terminated for default in the past five years shall be reported if applicable.

Demonstrated experience during the past two years in construction of vessels of similar type or equivalent level of complexity will be evaluated.

## **E. REQUIRED PAST PERFORMANCE AND EXPERIENCE SUBMITTALS**

The offeror shall provide a discussion of his past performance, making reference to his rating in formalized Government or customer surveys as applicable. If applicable, list any contract that was terminated for the convenience of the Government within the past three years and any contract that was terminated for default in the last five years. Explain the circumstances. If none, please so indicate.

The offeror shall provide as well a discussion of his experience on similar type of work over the past two years, describing the work performed, the vessel type, and the list of customers.

## **F. PRODUCT EVALUATION CRITERIA**

The criteria for Technical Evaluation of the proposals is based on the demonstrated capability to offer a comprehensive list of deliverables for the offeror's performance during Phase II – Engineering, and to offer quality materials, equipment, and features that provide enhanced safety, improved performance and reliability of the proposed vessel.

## **G. REQUIRED PRODUCT PROPOSAL SUBMITTALS**

### **1. List of Proposed Deliverables**

The offeror shall provide a list of proposed deliverables for the contractor's performance during Phase II - Engineering.

### **2. Materials and Equipment**

The offeror shall provide a description of materials, equipment, and/or features offered including structural arrangement & sizing, foundation designs, piping system design, insulation systems, joinery & sheathing systems, anchor handling system, specific outfit items such as windows, hatches, and doors, mechanical equipment items such as pumps and HVAC equipment, galley equipment, deck coverings, coating systems, etc., that may clarify the proposal, and demonstrate quality, enhanced safety, improved performance and reliability of the vessel.

### **3. Warranty**

The offeror shall provide a complete description of the warranty offered, if any, including the extent of the warranty coverage and the duration that the warranty will be in effect.

## **H. PRICE EVALUATION CRITERIA**

The Price Evaluation Criteria for Award is "Price Reasonableness and Realism". The competitiveness of the offeror's Price Proposal, (page B - 1) will be evaluated taking into consideration the most probable cost of doing business with the offeror, based on the merits of the "Product", "Past Performance and Experience" and "Management" proposals.

**I. REQUIRED PRICE SUBMITTALS**

**II. Price Proposal**

A price for the work outlined in this RFP for the Phase II, Phase III, and for the entire job, excluding the option line items, shall be provided with the proposal by filling in page B -1 of this solicitation. A separate price for each option line item shall be provided as well. Note that page B-1 must be returned with the proposal in such a way that it is separable from the rest of the proposal.

SECTION L Instructions, Conditions and Notices to Bidders

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors --Competitive Acquisition	MAY 2001
52.216-1	Type Of Contract	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.233-2	Service Of Protest	AUG 1996

SECTION L Instructions, Conditions and Notices to Bidders

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1 -800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with

this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215 -5, Facsimile Proposals.

Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's

interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of clause)

#### 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32. 5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Robert Sharamatew, Chief, Contracting Division, US Army Corps of Engineers, Philadelphia, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107-3390

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M**

**EVALUATION FACTORS FOR AWARD**

The Government intends to award a contract on the basis of "Best Value". The Government will award a contract resulting from this solicitation to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the Government.

The proposals, including all option line items, will be reviewed for completeness against the content requirements outlined in Section L and evaluated against the evaluation factors listed below:

**Technical Factors**

**(In descending order of importance):**

Product  
Past Performance and Experience  
Management

**Price Factors:**

Price Reasonableness  
Price Realism  
Price to the Government for  
Transportation of the Vessel and  
GFE to/from the Contractor's  
Facility

The Technical Factors are more significant than the Price Factors for offers within the Government Budgetary Estimate. However, the Price Factors become most significant if the budgetary estimate is exceeded.

Further discussion of these factors, format and specific topics to be addressed in the proposal, are listed and described in Section L, "Instructions, Conditions, and Notices to Offerors", which contains the specific proposal submittal requirements pursuant to this solicitation. Offerors are advised that each proposal submitted shall be complete and in the format required, with information organized as specified in Section L.

The Government budgetary estimate for the complete vessel, excluding the option line items is nine hundred fifty thousand dollars (\$950,000.00).

The Government may award a contract on the basis of initial proposals received without discussions; therefore, each initial proposal should contain the offeror's best terms.

The Government reserves the right to award the contract to the offeror whose proposal is not the lowest in price.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)