


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER N0003341130001		PAGE 1 OF 72						
2. CONTRACT NO. N00033-04-D-8004-P00025		3. AWARD/EFFECTIVE DATE 01-May-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER N00033-03-R-8004		6. SOLICITATION ISSUE DATE 07-Nov-2003				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELYSSA J. PARANA		b. TELEPHONE NUMBER (No Collect Calls) 202-685-5949		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 06 Jan 2004						
9. ISSUED BY MILITARY SEALIFT COMMAND, N1023 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398-5540 TEL: FAX:			CODE N00033	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS			
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE ITEM 9			CODE					
17a. CONTRACTOR/OFFEROR INTERNATIONAL PAINT INC. EIFION JONES 6001 ANTOINE DR HOUSTON TX 77091 TEL. (b) (4)			CODE 028S6	18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS SUBMIT INVOICES IAW THE CONTRACT. SEE SCHEDULE FOR DETAILS AA 00000			CODE HQ0484					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			FACILITY CODE	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$25,778,406.66				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31c. DATE SIGNED 27-Apr-2004				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RANDY WHITTIER / CONTRACTING OFFICER TEL: (b) (4) 5951 EMAIL: (b) (4) .mil							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)							
					42b. RECEIVED AT (Location)							
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

Section SF 30 - BLOCK 14 CONTINUATION PAGE

P00002 DESCRIPTION

This contract, as awarded, contained Contract Line Item Numbers (CLINs) 0017, 0018 and 0019 and the associated Subcontract Line Item Numbers (SUBCLINs). SUBCLIN 0017AA as set forth in the contract corresponded to SUBCLIN 0017AA contained in Exhibit B. CLINs 0018 and 0019 (and the associated SUBCLINs) were included for the purposes of providing funding to meet the minimum guarantee of the contract and stating the remaining value of the base year award, respectively. At the time of award, an administrative modification to incorporate CLINs 0001 through 0016 was contemplated. Subsequent to award, a renumbering and consolidation of items which will no longer be "CLINs", but rather "items" is required to support the automated systems. Additionally, the contract is modified to reflect the use of Delivery Orders (DOs) and Technical Direction Letters (TDLs) to purchase products. The DOs will be issued to request supplies and services in accordance with the terms and conditions of the contract, provide the list of ships associated with that DO, and to provide the correct line of accounting for orders associated with that DO. The TDLs will provide the specific details of the specific ship, the products ordered, the numbers of liters, the delivery location, and the applicable DO.

The purpose of this modification is to achieve this change in process; therefore, several changes must be made to the contract. What was envisioned to be CLINs will now be item numbers. The CLINs under this contract will now include CLIN 0001 – Base Year Supplies and Services (\$ (b) (4)), CLIN 0002 – First Option Year Supplies and Services (\$ (b) (4)), CLIN 0003 – Second Option Year Supplies and Services ((b) (4)), CLIN 0004 – Third Option Year Supplies and Services ((b) (4)), CLIN 0005 – Fourth Option Year Supplies and Services (\$ (b) (4)). CLIN 0017 and SUBCLIN 0017AA are retained for Phase-In Services (\$ (b) (4)). CLIN 0018 and SUBCLIN 0018AA are labeled "Reserved" as the contractual minimum has been met through Delivery Orders 0001 and 0002. CLIN 0019 and SUBCLIN 0019AA are no longer required to establish the contract value and are labeled, "Reserved". This modification consolidates Exhibit B and incorporates of all items in Exhibit B, the Rate Table, for the base period and all subsequent option periods.

As a result of the change in ordering procedures, Exhibit A – CDRLS was modified. CDRLS A018 and A019 are changed from Weekly Delivery Order and Status Report and Quarterly Delivery Order Report, respectively to, Weekly Delivery Order and Technical Direction Letter Status Report and Quarterly Delivery Order and Technical Direction Letter Report, respectively. The index for the CDRLS was also updated to reflect this change.

(b) (4)



As a result of entering the items into the automated contract system, it became apparent that the Exhibit B Rate Table was not rounding the extended prices properly, thereby causing approximately a \$0.06 error in each period of the contract. Therefore, this modification adds approximately \$0.06 to the base year and to each subsequent option year. The overall value of the contract is increased by \$0.28. The unit prices and extended prices are unchanged.

The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustment to which each is entitled for the changes to the contract set forth above. The parties hereby waive all right, title and interest, if any, to further adjustment for the aforesaid changes. All other terms and conditions remain unchanged.

VARIATION IN QUANTITY**VARIATION IN QUANTITY FOR EACH DELIVERY ORDER**

The quantities for individual line items set forth in Technical Direction Letters (TDLs) may be greater or less than the quantities set forth in corresponding Delivery Orders as long as the cumulative dollar amount of all TDLs corresponding to a Delivery Order does not exceed the delivery order amount. A modification to the delivery order must be executed before additional quantities may be ordered that exceed the delivery order amount.

P00003 DESCRIPTION

The purpose of this modification is to accomplish the following:

1. Change the name of the Contractor as per the Change-of-Name Agreement between International Paint, LLC and the United States of America (Government) executed 1 January 2005.
2. Add MSC clause 5252.237-9801 SUBSTITUTION OF KEY PERSONNEL (AUG 1990) to the contract as identified in paragraph 5.1.1 of the contract. At the time of award, the SUBSTITUTION OF KEY PERSONNEL provision was inadvertently omitted.
3. Add Mr. (b) (6) to the list of Key Personnel listed in the new 5252.237-9801 SUBSTITUTION OF KEY PERSONNEL (AUG 1990) clause of the contract.
4. Edit paragraph 9.2, Package Size for Paints/Coatings and Solvents to allow for alternative package sizes.
5. Add paragraph 11.4 Deliveries at Locations CONUS and OCONUS.
6. Modify paragraph 12.1 Contracting Officer's Representative (COR) – Functions and Limitations to allow for an Alternate COR.
7. Modify paragraph 12.2 Ordering Officer(s) to revise the list of Ordering Officers under this contract.
8. Add paragraph 12.2.1 to identify Technical Director (s) under this contract.
9. Modify the information required on invoices as prescribed in paragraph 12.3.4 of the contract.
10. Modify 12.4.1 Other Invoice Requirements to include 12.4.1.1 through 12.4.1.1.2.
11. Edit Rate Tables to reflect the same Line Item Number for all years.

As per the Change-of-Name Agreement between International Paint LLC and the United States of America (Government) executed 1 January 2005 states, the contractor's name is changed as follows:

From: International Paint, Inc.
6001 Antoine Drive
Houston, TX 77091

To: International Paint, LLC.
6001 Antoine Drive
Houston, TX 77091

Paragraph 9.2 is herein changed to:

9.2 PACKAGE SIZE FOR PAINTS/COATINGS AND SOLVENTS:

Notwithstanding the liter unit of measure ordering requirement of paragraph 2.9.3, and with the exception of Mil-Spec products, the Government will require coatings, solvents, and other products in packaging size ranges as follows:

English Measure

Totes

10 gallons

5 gallons

1 gallon

1 quart

Metric Measure

Comparable Metric Unit to a Tote

40 liters

20 liters

5 liters

1 liter

Both English and metric measures are included to accommodate the contractor's distribution system. **It is understood that other package sizes (or short fills) may exist in the Contractor's distribution system and may be provided as necessary.**

Paragraphs 11.4 through 11.4.3 are herein added:

11.4 DELIVERIES AT LOCATIONS WITHIN CONUS AND OCONUS:

11.4.1 The actual number of liters delivered by the Contractor shall be as close as possible to the number of liters requested by the Government taking into consideration the limitations imposed by actual package size/package fills provided.

11.4.2 In no instance shall the actual number of liters delivered by the Contractor exceed the number of liters requested by the Government without prior written authorization (i.e., a revised TDL) from the Government.

11.4.3 The actual number of liters delivered by the Contractor may be less than the number of liters requested by the Government, provided the difference is less than one package size/package fill. The number of liters not delivered (i.e., less than one full package size/package fill) will be considered cancelled by mutual agreement of the parties.

Paragraph 12.1 is herein changed to:

12.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE COR – FUNCTIONS AND LIMITATIONS:

The COR or **Alternate COR** will represent the Contracting Officer in the administration of technical details within the scope of this contract and will manage inspection and acceptance. The COR (or **Alternate COR**) is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR (or **Alternate COR**) does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR (or **Alternate COR**) is responsible for reviewing the bills and charges submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken.

COR:

Name John J. Burkhardt

Address 914 Charles Morris Ct. SE,

- Washington Navy Yard, DC 20398-5540

Telephone Number (b) (6)

ALTERNATE COR:

Name David Leyh

Address P.O. Box 7480

- Virginia Beach, VA 23458-7480

Telephone Number (b) (6)

Paragraph 12.2 is herein changed to:

12.2 ORDERING OFFICER(S):

The following individual(s) are appointed as authorized Ordering Officer(s) for issuing Delivery Orders and Technical Direction Letters under this contract

Name Robert Van Jones

Address 914 Charles Morris Ct. SE,

-

Washington Navy Yard, DC 20398-5540

Telephone Number (b) (6)

Name Gary Fields

Address 914 Charles Morris Ct. SE,

-

Washington Navy Yard, DC 20398-5540

Telephone Number (b) (6)

Name **John J. Burkhardt**

Address **914 Charles Morris Ct. SE,**

-

Washington Navy Yard, DC 20398-5540

Telephone Number (b) (6)

12.2.1 TECHNICAL DIRECTOR(S):

The following individual(s) are appointed as authorized Technical Director(s) for issuing Technical Direction Letters under this contract

Name **David Leyh**

Address **P.O. Box 7480**

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Virginia Beach, VA 23458-7480

Telephone Number (b) (6)

Name **Ed Organ**

Address **140 Sylvester Rd, Naval Submarine Base,**

San Diego, CA 92106-3521

Telephone Number (b) (6)

Paragraph 12.3.4 is herein changed to:

12.3.4 Invoice Requirements:

The contractor shall submit all original invoices to:

Military Sealift Command
Code N86
914 Charles Morris Ct SE
Washington Navy Yard, DC 20398-5540

The use of copies of the Material Inspection and Receiving Report (MIRR), DD form 250, as an invoice is acceptable.

In addition to the requirements of the Prompt Payment clauses of this contract, the contractor shall cite on each invoice the contract number; the delivery order number; the accounting classification reference number (ACRN) provided on the applicable delivery order and the payment terms.

The contractor shall prepare a consolidated invoice covering all shipments delivered under **each delivery** order.

Paragraphs 12.4.1.1 through 12.4.1.1.2 are herein added:

12.4.1.1 Invoicing for Deliveries Requested at Locations within and OCONUS:

12.4.1.1.1 Invoicing for English package sizes delivered, including all partial fill packages, shall be based on the exact number of gallons delivered multiplied by a conversion factor of 3.785 liters per gallon multiplied by the contractually agreed unit liter price.

12.4.1.1.2 Invoicing for all metric package sizes delivered, including all partial fill packages, shall be based on the exact number of liters delivered multiplied by the contractually agreed unit liter price.

CLAUSES INCORPORATED BY REFERENCE

52.219-9 Alt II Small Business Subcontracting Plan (Apr 2008) Alternate II OCT 2001

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

STATEMENT OF WORK

1.0 GENERAL

The Military Sealift Command (MSC) requires paint, coatings, solvents, preservation products, and engineering/technical services for the MSC Fleet Paint Program. An integral part of supplying products and services under this contract is the engineering support and quality assurance the Contractor provides to ensure all ships and equipment requiring preservation are preserved and maintained properly. The Contractor shall provide supplies and services, on a worldwide basis, for MSC ships and any other ships designated by MSC. Supplies are highly specialized for marine applications and shall be on the MSC approved list, unless otherwise permitted by the Contract. Services under the scope of this contract include engineering support services (e.g., field service technical representative, training, service calls) and technical evaluation and troubleshooting services.

1.1 Definitions. Attachment (1) provides a glossary of terms, acronyms and abbreviations used in this contract.

1.2 Standards. Attachment (2) provides glossary of acronyms and abbreviations of standards referenced in this contract.

1.3 The Contractor shall provide MSC-approved products for paragraphs 2.1 through 2.5; and 2.7, unless a substitute approval standard is specifically addressed in the statement of work or Attachment (3). MSC-approved painting systems are specified in Attachment (3). The procedures required to receive approval and inclusion in Attachment (3) are defined in Attachment (9), MSC Paint and Coating Approval Procedures.

2.0 COATINGS AND SOLVENTS

2.1 ANTIFOULING AND UNDERWATER HULL:

2.1.1 High Turbulence Areas:

The Contractor shall provide an Underwater Hull coating system for High Turbulence Areas.
Colors: Black and red oxide

2.1.2 Underwater Hull and Boottop, Ablative:

The Contractor shall provide both products described below:

2.1.2.1 An ablative antifouling and underwater hull coating system consisting of epoxy anticorrosive and ablative antifouling. The antifouling shall be compatible over Amercoat ABC #4 and ABC #3. Colors: Black and red oxide.

2.1.2.2 An antifouling paint that complies with MIL-PRF-24647. If a Contractor does not have an antifouling paint that complies with MIL-PRF-24647, the Government may approve use of an equivalent EPA approved VOC compliant antifouling paint based on either a report from an independent laboratory that shows equivalent performance to MIL-PRF-24647 for the antifouling paint they want to offer, or letters from five different marine shipping companies testifying to their satisfactory experience with the antifouling paint the Contractor wants to offer. The letters shall include that the shipping companies get at least five years of satisfactory performance from the antifouling paint system. Colors: Black and Red oxide

2.1.3 Underwater Hull and Boottop, Conventional:

The Contractor shall provide a conventional antifouling and underwater hull coating system consisting of epoxy anticorrosive and conventional antifouling. It shall be compatible with the offered epoxy anticorrosive and ablative antifouling offered under paragraph 2.1.2. Colors: Black and red oxide.

2.1.4 Underwater Hull and Boottop Marking Paint:

The Contractor shall identify the coatings offered in this contract that are suitable for use as hull marking on conventional and ablative antifoulant paint.

2.2 COFFERDAMS/VOIDS (COMPROMISED SURFACES):

The Contractor shall provide a surface tolerant epoxy system for cofferdams, voids, and other areas where surface preparation is difficult. Colors: Paragraph 2.8.5 specifies required colors.

2.3 DECKS – EXTERIOR:

2.3.1 Pedestrian Nonskid:

2.3.1.1 The Contractor shall provide a pedestrian nonskid system. The system offered shall provide a non-slip surface without the need to broadcast aggregate into the wet film. Color: Dark gray, Federal Color Standard 595B, number 26081.

2.3.1.2 The Contractor shall provide three different nonskid aggregates in a variety of mesh sizes ranging from 16 to 70 wires per inch.

2.3.2 Helicopter (Helo) Deck Nonskid:

The Contractor shall provide a nonskid system approved per QPL-24667 (Type I, COMP G) that includes primer, nonskid, and color topping. The nonskid system will be used for NAVAIR certified helo decks and may be used for other decks that see severe service. Colors: Per NSTM 634.

2.3.3 Decks Not Requiring Nonskid:

The Contractor shall provide a coating system for exterior decks for use in areas where neither Helo Deck nonskid nor pedestrian nonskid is required. The offered coatings shall be suitable for

application over Amercoat 385 and Amercoat 137. Color: Dark gray, Federal Color Standard 595B, number 26081.

2.4 EXTERIOR FREEBOARD AND TOPSIDE:

2.4.1 Polyurethane Topside System:

The Contractor shall provide a freeboard and topside system comprised of an inorganic zinc primer, an epoxy midcoat, and a polyurethane topcoat. The topcoat offered shall be suitable for application over Amershield polyurethane. Color: Paragraph 2.8.1. A zinc rich epoxy primer, not on the MSC approved list, but suitable for application over substrates prepared by UHP waterjetting to SSPC12/NACE 5 WJ-2 L shall also be offered.

2.4.2 Silicone Alkyd:

The Contractor shall provide a silicone alkyd topcoat that is approved per QPL 24635. Color: Paragraph 2.8.1.

2.4.3 Marking Paints (Exterior):

The Contractor shall provide paints suitable for application over each topcoat system offered in colors appropriate for markings on the exterior hull, machinery, systems and appendages. Color: Paragraph 2.8.2.

2.5 INTERIOR:

2.5.1 Fire Retardant:

The Contractor shall provide a DOD-E-24607A compliant nonflaming interior system, which consists of 3 mils (75 microns) DFT primer and a second coat at 3 mils (75 microns) DFT of nonflaming coating. Primers provided must be suitable for nonflaming coating. Color: Paragraph 2.8.3.

2.5.2 Fire Retardant (Water Based):

The Contractor shall provide a water based nonflaming interior system, which consists of 3 mils (75 microns) DFT primer and a second coat at 3 mils (75 microns) DFT of nonflaming coating. The Contractor shall only provide nonflaming coatings that are on the latest QPL 24596. Requirements for QPL approval are in MIL-PRF-24596A (SH). Primers provided shall be suitable for nonflaming coating. Color: As required by MIL PRF 24596A (SH), see Paragraph 2.8.3.

2.5.3 Marking Paints (Interior):

The Contractor shall provide alkyd paint for markings, signs, symbols, and pipe coding. Color: Paragraph 2.8.4.

2.6 MISCELLANEOUS:

2.6.1 Acid Resisting:

The Contractor shall provide a system for surfaces prone to come in contact with acids. It shall be able to withstand products such as battery acid and sulfamic acid. The system shall consist of two (2) coats of acid resisting coating at 5 mils (125 microns) DFT each coat. Color: Paragraph 2.8.5.

2.6.2 Heat Resisting:

The Contractor shall provide a heat resistant coating for surfaces up to 537 degrees C. It shall consist of 2 mils (50 microns) DFT of heat resistant coating. Color: Not specific.

2.7 TANKS:

Color: Paragraph 2.8.5.

2.7.1 Ballast and Sanitary:

The Contractor shall provide a ballast and sanitary tank coating system.

2.7.2 Cargo Petroleum:

The Contractor shall provide a cargo petroleum tank coating system.

2.7.3 Feedwater/Freshwater Ballast:

The Contractor shall provide a feedwater/freshwater ballast coating system.

2.7.4 Potable Water/Cargo Water:

The Contractor shall provide a coating system that has NSF approval for tanks greater than 1,000 gallons. The Contractor shall obtain taste and odor tests in accordance with paragraph 2.9.7.

Colors: In accordance with NSF standards.

2.8 COLORS:

2.8.1 Exterior Topcoats:

Those products used as topcoats (final coats) shall be available in the following Federal Standard 595B colors (or the British Standard or the Reichsausschuss für Lieferbedingungen (RAL)

[National Board of Supply Conditions] equivalent, when appropriate):

<u>Color</u>	<u>Fed-Std 595B Color No.</u>
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Freeboard, House and Deck Structures

White	27925
Haze gray	26270
Black	17038

Exterior Decks

Dark gray	26081
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2.8.2 Exterior Topcoat Markings:

The products offered for exterior topcoat use shall be available in the following Federal Standard 595B (or the British Standard or the Reichsausschuss für Lieferbedingungen (RAL) [National Board of Supply Conditions] equivalent, when appropriate) colors for marking purposes. In the case of Silicone Alkyd coatings, if a particular color listed below is not available, then a compatible high gloss alkyd may be substituted:

<u>Color</u>	<u>Fed Std 595B color No.</u>
White	27925
Red	11105
Red Oxide	20109
International Orange	12197
Orange	12246
Yellow (stack)	13538
Chartreuse	23814
Light Green	14449
Green	14062
Blue (stack)	15123
Dark Blue	15044
Purple	17142
Buff	10371
Tan	10324
Brown	10080
Light gray (for hull numbers)	26373
Ocean gray (hull number shadowing)	26173
Dark Gray	16081
Black (stack)	27038

2.8.3 Interior Fire Retardant Coatings:

Solvent borne and water-borne paints used in interior spaces shall be furnished in at least the following colors as listed in DOD-E-24607A or MIL-PRF-24596A (SH) respectively:

<u>Color</u>	<u>Fed Std 595B Color No.</u>
Beach-sand	22563
Rosewood	22519
Clipper blue	24516
Sun glow	23697
Soft white	27880
Pastel green	24585
Bulkhead gray	26307
Green gray	26496

Yellow gray	26400
Pearl gray	26493
Pastel blue	25526

2.8.4 Interior Marking Paints:

Paints used for markings and color coding shall be furnished in the following colors:

<u>Color</u>	<u>Fed Std 595B Color No.</u>
White	27925
Red	11105
Red Oxide	20109
International Orange	12197
Yellow	13538
Chartreuse	23814
Light Green	14449
Green	14062
Light blue	15200
Dark blue	15044
Purple	17142
Dark purple	17100
Tan	10324
Buff	10371
Brown	10080
Light Gray	16376
Gray	16187
Dark gray	16081
Black	17038

2.8.5 Primers, Intermediate Coats, and Tank Linings:

Paints used as primers, intermediate coats, or tank lining coats (except inorganic zincs) are desired to be furnished in at least eight colors. Colors shall be equivalent to the following: White/Off White; Light Blue; Buff; Pearl Gray; Haze Gray; Dark Gray; Red Oxide; and Black. Colors shall be provided with the offeror's proposal and will be incorporated at Contract award.

<u>Government Color</u>	<u>Contractor Color</u>
<u>White/Off-white</u>	<u>D052</u>
<u>Light Blue</u>	<u>S419</u>
<u>Buff</u>	<u>B125</u>
<u>Pearl Gray</u>	<u>H017</u>
<u>Haze Gray</u>	<u>K705</u>
<u>Dark Gray</u>	<u>R807</u>
<u>Red Oxide</u>	<u>L274</u>
<u>Black</u>	<u>Y999</u>

2.8.6 Color Card (CDRL A022):

The Contractor shall provide a contract specific color card showing all colors provided under this contract and broken down by generic area, i.e., topsides, decks, interior colors, marking colors, primers and tank linings.

2.9 OTHER COATINGS/PRODUCT REQUIREMENTS:

2.9.1 MSC Coatings Systems Approved Product List:

See Attachment (3) for the list of coatings approved by MSC.

2.9.2 Solvents:

The contractor shall provide solvents for all of the products offered.

2.9.3 Liter Unit of Measure:

All orders will be in liters regardless of the actual unit of issue. This will make all orders consistently metric and in whole numbers. This requirement is not intended to require the Contractor to repackage their products.

2.9.4 Coating Compatibility:

All coatings must be compatible with, and applicable over, any coating listed in its corresponding paragraph in Attachment (3). Tiecoats and surface preparation shall be kept to a minimum.

2.9.5 Number and DFT of Coats:

Requirements for the number of coats and the dry film thickness of coats are set forth in Attachment (3) or the Rate Table.

2.9.6 QPL Requirements:

For products that are required to be on a U.S. Government QPL in accordance with a U.S. Government specification, the contractor shall ensure that their product is on the latest version of the QPL. Also, the contractor shall notify MSC if the product is removed from the QPL within one week of removal.

2.9.7 Taste and Odor Tests for Potable Water Tank Coatings:

For the potable water tank coatings of paragraph 2.7.4, taste and odor test results obtained in accordance with the American Public Health Association's Standard Methods for the Examination of Water and Wastewater shall be provided in order to establish the coating's threshold taste and odor values. CDRL A021.

2.9.8 Surface Preparation Standards:

For any product offered, references to acceptable surface conditions, e.g. "light flash rust" on a water jetted surface, shall reference industry standards such as SSPC-VIS 4/NACE VIS 7. References to in-house publications/standards will not be acceptable.

3.0 ADDITIONAL PRODUCTS

3.1 Solvents for High and Low Ambient Temperatures:

The Contractor shall provide solvents for making adjustments to coatings applied in high and low temperature ambient conditions ranging from 1.6 degrees C to 43 degrees C.

3.2 Rust Penetrating Sealer:

The Contractor shall provide a product to penetrate and seal rusted surfaces. The product shall have greater wetting qualities than primers for prepared steel so that the product wets, strengthens, and seals porous rust and old coatings. The product must improve the adhesion of the subsequent primer coatings. Rust converters (e.g. phosphoric acid) that turn natural red rust to a benign black rust are unacceptable.

3.3 Surface Preparation Solution/Cleaner:

The Contractor shall provide a product that promotes adhesion of one coat to another and that thoroughly cleans surfaces of contaminants.

3.4 Test Equipment Kits and Related Components/Consumables:

Most MSC ships have been outfitted with inspection test kits. The items listed below are what make up an inspection kit. Occasionally the Contractor will be required to provide new kits or replacements to items from the kits. At service calls, the kits shall be inspected. Any missing equipment shall be noted and passed to the ship's crew for ordering. At a minimum, each kit shall include the following:

- 3.4.1 Magnetic surface temperature thermometer
- 3.4.2 Sling psychrometer with psychrometric tables
- 3.4.3 Pocket (immersion) thermometer
- 3.4.4 Wet film thickness gage
- 3.4.5 Dry film thickness gage (banana type), 0 – 80 mil range, with calibration equipment
- 3.4.6 Visual guides published by an acknowledged industry standards organization (e.g. SPC, SSPC or NACE) for surface preparation standards including power tool cleaning, abrasive blast cleaning, and UHP water jetting. Company specific visual guides shall not be acceptable.
- 3.4.7 Visual guide for types of coating failures with causes and remedies
- 3.4.8 Qualitative chloride tests (5 per Test Equipment Kit) S.G.P. Instrument Sales, Inc. SPTQUALSALT test, or equal. This includes fifty (50) pre-treated test papers, plastic gloves, tweezers, a spray bottle and carrying case per kit.
- 3.4.9 Quantitative chloride tests (5 per Test Equipment Kit) Chlor-Rid International Chlor*Test kits or equal (at least 5 tests per kit)
- 3.4.10 30X lighted microscope
- 3.4.11 pH strips
- 3.4.12 Carrying case
- 3.4.13 Blotter Paper

Parts of test kits and complete test kits shall be invoiced separately under the applicable item under the Rate Table.

4.0 MANAGEMENT, HANDLING, TRANSPORTATION, RECYCLING & DISPOSAL OF HAZARDOUS MATERIAL AND HAZARDOUS WASTE

4.1 Compliance With Hazardous Materials and Waste Handling Regulations:

The Contractor shall comply with the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6991i, the Comprehensive Environmental Response, Compensation and Recovery Act of 1980, 42 U.S.C. §§ 9601-9675, the Clean Water Act, 33 U.S.C. §§1251-1387, the Clean Air Act, 42 U.S.C. §§ 7401-7671, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136-136y, and all other Federal, State, and local laws, codes, ordinances and regulations that govern the manufacture, handling, transportation, recycling or disposal of hazardous materials and/or hazardous waste. As applicable, the Contractor shall also comply with all laws, codes, regulations, and ordinances of foreign states that govern the manufacture, handling, transportation, recycling or disposal of hazardous materials and/or hazardous waste.

4.2 Product Prohibitions:

The Contractor shall not provide any product with more than 0.06% lead in the dry film in accordance with the Consumer Product Safety Commission's definition of lead free paint; nor any product containing zinc chromate; nor any coal tar epoxies or paints containing coal-tar derivatives; nor any antifouling paints containing TBT.

4.3 Notice of Noncompliance (CDRL A001):

In the event that the Contractor is charged with, or cited for, violating any of the authorities set forth in paragraph 4.1 while performing under this Contract, the Contractor shall notify the MSC Contracting Officer within ten (10) calendar days of the issuance of the charge/citation. This notice shall set forth the facts and circumstances giving rise to the charge/citation. A copy of the citation shall be included with the notice.

4.4 Handling of Products with Expired Shelf Life:

When products are found with expired shelf life, the Contractor shall check retains to see if shelf life can be extended. If the shelf life can be extended, the Contractor shall notify the ship of the new shelf life expiration date. If the shelf life cannot be extended, the Contractor shall make arrangements to take the product back and recycle or dispose of it. When product from other companies are found with expired shelf life, the Contractor shall take the product and dispose of it.

4.5 Handling of Products Found in Leaking/Damage Cans:

The Contractor is responsible for making arrangements to return the product to their facility for recycling or disposal as appropriate, when product is found to be in leaking or damaged containers.

4.6 Return of Product:

The Contractor shall take back product as directed by the Government to be restocked, recycled, or disposed. For circumstances where the Government is responsible for transportation charges, return of product shall be payable at the transportation charges specified for delivery. The contractor shall establish a restocking rate for all products that are not being recycled or disposed. The contractor shall also establish a recycling rate for all products that are not being restocked or disposed. The contractor shall also establish a disposal rate for all products that are not being recycled or restocked.

4.7 Credit for Restocked and Recycled Product:

The Government shall receive a credit for restocked or recycled product that is equal to the cost under the contract.

5.0 ENGINEERING SUPPORT SERVICES

The Contractor shall provide engineering support and quality assurance to ensure all ships and their equipment are preserved and maintained properly. The Contractor shall provide engineering personnel support, program management, technical field training, classroom training, laboratory support, logistics support, and field service technical representatives in accordance with the requirements below.

5.1 PERSONNEL:

The contractor shall dedicate a Program Manager, Logistics Manager and a Technical Manager to oversee the contract. Also, the contractor shall have a staff consisting of at least six technical representatives and two laboratory scientists available upon the Government's issuance of orders. The Program Manager, the Logistics Manager, the Technical Manager and the Technical Representatives are considered Key Personnel.

5.1.1 Key Personnel:

Key personnel will not be changed by the contractor without Government approval of the replacement, as required per the substitution of key personnel provision.

5.1.2 Key Personnel and Minimum Qualifications:

5.1.2.1 The Program Manager shall have a minimum of either a Bachelor's of Science degree in Marine, Mechanical, Chemical, Corrosion, or Electrical Engineering, and a minimum of ten (10) years experience in the Marine Paint Field; or a Bachelor's degree and 25 or more years of technical and senior management experience in the Marine Paint Field.

5.1.2.2 The contractor shall provide a single point of contact Logistics Manager to process and provide status on all orders. The Logistics Manager will provide a twenty four (24) hour / seven (7) day a week tracking system on delivery requirement status. The Logistics Manager shall have a minimum of 10 years experience in the Marine Paint Field involving management of logistics functions. Logistics functions include as a minimum the process of receiving orders, making

world-wide deliveries, tracking and managing backorders, restocking, managing inventories, coordinating with production, billing (e.g. submitting and managing invoices), producing reports, and communicating with all parties involved in the transactions.

5.1.2.3 The Technical Manager shall have one of the following at a minimum: a Bachelor's of Science degree in Marine, Mechanical, Chemical, Corrosion, or Electrical Engineering; 10 years of experience as either a paint field service engineer or have worked for a painting contractor/shipyard in the Marine Paint Field; or 4 years shipboard experience sailing on either commercial vessels or US naval ships with an additional 6 years experience in the Marine Paint Field.

5.1.2.4 The Technical Representatives shall be responsible for services specified in paragraph 5.4 below. The Contractor shall provide at least six Field Service Technical Representatives with a minimum of four years experience in the marine coatings applications field, either in (1) a shipyard paint shop, (2) a marine paint application company normally contracted for ship coating work, or (3) as a technical representative for a marine paint manufacturer. At least one half of the Field Service Technical Representatives shall be either NACE Certificated Coating Inspectors in accordance with NACE International Coating Inspector Training and Certification Program, or shall be certificated as an ACQPA/FROSIO Inspector (Red card).

5.1.3 Non-Key Personnel Minimum Qualifications:

5.1.3.1 The laboratory scientists shall be responsible for services specified in paragraph 6.0. At least two laboratory scientists shall have a PhD degree in Chemistry, Biology, Chemical or Corrosion Engineering, Marine Engineering or an equivalent field acceptable to the Government. Alternatively, one of these scientists can meet these requirements with a Masters degree in one of the above fields and 10 years experience in laboratory testing and analysis of coatings.

5.2 SCHEDULING CONFERENCE/CONTRACT REVIEW MEETINGS:

Within fourteen (14) calendar days after contract award, the Contractor shall schedule and attend a one-day meeting between the Government Contracting Officer's Representative (COR), Program Manager (PM), Logistics Manager (LM), the Technical Manager (TM), Contracting Officer, and the cognizant MSCHQ engineering personnel. All associated costs, including travel, shall be included in the fixed prices for the item in the Rate Table titled Scheduling Conference. The Contractor shall also attend periodic one-day Contract Review Meetings.

5.3 PHASE-IN SERVICES, SERVICE CALLS, AND TRAINING:

The Contractor shall provide phase-in services, conduct shoreside training, schedule and complete routine service calls inclusive of on-board training, and complete emergency service calls. The Contractor shall be able to conduct three simultaneous service calls.

5.3.1 Phase-In Services:

The contractor shall provide phase-in services. Deliveries may occur during the final 30 days of the phase-in period. As part of the phase-in services, the contractor shall identify all coatings and

related products for all painted surfaces to be able to thoroughly brief the ships' crews on the use of these coatings and related products. Within three days after contract award, the contractor shall commence review of coating requirements by vessel class with MSC Engineering personnel. Following this review, the contractor shall develop, with Government input, a plan of action to ensure smooth transition of products and services from the predecessor contract to the current contract. Paint Handbooks, Paint Schedules, Training Materials, and Paint Logs shall be developed during this period. Prior to or concurrent with commencing initial service calls, the contractor shall deliver all shipboard training materials required by section 7.3.11 to the ships. In addition, the Ship's Paint Schedules database (CDRL A010) required by paragraph 7.3.9 shall be operational prior to the initial service call. The phase-in service may require the contractor to perform outside of normal working hours specified in the contract. The price for phase-in services shall include all expenses (e.g., travel, labor, per diem) associated with the service, including travel to Washington, D.C., San Diego, CA, and Norfolk, VA for two day visits. There will be at least four visits to MSC Headquarters, Washington, D.C., and one visit each to San Diego, CA and Norfolk, VA.

5.3.2 Service Calls:

The Contractor and the COR shall coordinate a mutually agreeable schedule for initial service calls (CDRL A006) to each ship. Service calls shall be made to each ship within one hundred and eighty (180) days after contract award. Subsequent service calls shall be made at least once per year for each ship. All the tasks and materials required for service calls will be included under the fixed price for the service calls. Associated travel expenses shall be payable at the fixed prices for the item in the Rate Table titled Travel for Service Calls for each call or, for ports not listed by name, paid in accordance with the item in the Rate Table titled JTR Travel. The Contractor's service representative shall accomplish the following requirements:

5.3.2.1 Provide a Paint Handbook in hard copy and in CD form (CDRL A009). On subsequent ship visits, review and update the Onboard Paint Handbook for completeness, accuracy and verify current revisions. Provide an up to date hard copy and CD if applicable.

5.3.2.2 Provide an Onboard Material Safety Data Sheet Booklet (may be provided as Volume 2 of the Paint Handbook). On subsequent ship visits, review and update the Onboard Material Safety Data Sheet Booklet.

5.3.2.3 Review inventory to ensure ship has a 6-month supply of products and check expiration dates. Make recommendation to Chief Mate/Chief Engineer on how to store stock to limit going past expiration dates. Provide recommendations on paint locker space that will improve safety, increase productivity (e.g. tools that might make work easier), economize on paint usage, etc. Provide list of expired products to the Chief Mate/Chief Engineer (CDRL A008) and provide them with advice on how to handle them through the contract.

5.3.2.4 Compare the paint schedule developed during the phase-in period to what is on the ship. Mark up the paint schedule for revisions. Provide the paint schedule in accordance with CDRL A010.

5.3.2.5 Review logs related to painting and corrosion control (e.g. lead paint log, cathodic protection system log) and identify any deficiencies that require action.

5.3.2.6 Note any concerns that shipboard personnel have had during the service call.

5.3.2.7 Provide a training film library to the Chief Mate. Films that need to be produced after contract award will be delivered on second visit. On subsequent ship visits, ensure the training film library is on board and up to date.

5.3.2.8 Conduct training to, on average, 5-10 designated personnel on the paint program in general and the specific paints the ship uses.

5.3.2.9 Provide a six month supply of all needed logbooks as defined in paragraph 7.3.10.

5.3.2.10 Test kits shall be inspected. Any missing equipment shall be noted and passed to the ship's crew for ordering. Note that the qualitative chloride tests (5 per Test Equipment kit), quantitative chloride tests (5 per Test Equipment kit), pH strips, blotter paper, and 30X lighted microscope are additions to the existing kits and shall be added to the kits.

5.3.2.11 Prior to departure from the vessel, inform the shipboard MSC representative (i.e., Master, Chief Mate, Chief Engineer, Port Engineer) of any discrepancies found. Also review any recommendations made to the ship's force and action items requested by the ship's force. Review details of significant items that will go into service call report.

5.3.2.12 Include notes, discrepancies, recommendations, findings, concerns, deficiencies, etc. in the service call report (CDRL A007).

5.3.3 Emergency Service Calls:

The contractor shall respond to emergency service calls within 24 hours when notified during normal working hours and within 36 hours when notified during non-working hours. Normal work days shall be defined as any day the Federal Government is open for business. (This includes days when the federal Government is shutdown for unscheduled reasons such as inclement weather, budget problems, administrative leave, etc.) Normal working hours are defined as 0700 - 1630 Eastern Standard Time (or Eastern Daylight Savings Time if in effect) weekdays, exclusive of federal holidays. Emergency service calls differ from scheduled service calls in that they will normally require the use of a lab technician or a technical expert. The fixed price for Emergency Service Calls shall include eight hours of engineering support and two special sample analyses (organic and inorganic elemental analysis). All associated travel costs shall be a direct reimbursable in accordance with the item in the Rate Table titled JTR Travel.

5.3.3.1 Follow-up Emergency Service Call Support:

In the event more extensive investigation is required, the Contractor will recommend additional investigations as part of their report from the emergency service call. The Government may then

order an additional analysis. Additional lab work and investigation efforts will be ordered from the item in the Rate Table titled Other Engineering Services (Labor) and the item in the Rate Table titled Other Engineering Services (Other Direct Cost (ODC)), as required by the Government.

5.3.4 Training:

The contractor shall provide both shipboard and shoreside training for the paint program. The shipboard training will be accomplished as part of scheduled service calls. The shoreside training will be held at shoreside facilities. The contractor will develop and maintain a syllabus for both types of training. The contractor shall review and update the syllabus annually to incorporate any changes in the program (CDRL A012). The contractor shall also provide reports on training, (CDRL A015)

5.3.4.1 Shoreside Training:

The Contractor shall provide shoreside training that shall be completed in a maximum of two consecutive workdays. The course curriculum shall address the topics outlined in Attachment (4). Each training session is anticipated to include 15 to 20 personnel. The firm fixed price shall include the training facility (conference/rent/use charges), instructor, travel costs of the instructor, and all training materials required to accomplish the training, including the necessary equipment to present the training. The Government estimates training shall be conducted in ports, and in the quantity listed below, however, the Government may request, and negotiate a contract modification to provide training in locations other than those listed below.

<u>Port</u>	<u>Number of Sessions</u>
Norfolk, VA	1 per year
San Diego, CA	1 per year

5.4 TECHNICAL REPRESENTATIVES FOR AVAILABILITIES:

5.4.1 Background

Most vessels requiring products and services under the scope of this contract (approximately 90 ships) are USCG certificated and/or ABS classed, and as such, require two drydockings in a five year period. Between each drydocking, typically one topside availability will be conducted. Additionally, at random intervals, there may be short upkeep periods that require technical representative services for jobs like non-skid decks. Locations will be predominantly in the continental United States, (east, gulf and west coasts), the far east, and the middle east. It is possible that four to five shipyard overhauls may occur simultaneously, thereby requiring a separate technical representative at each location. Overhaul periods are typically 30 to 60 days, but on occasion may run longer.

5.4.2 REIMBURSEMENT:

Technical support, including travel and per diem, will be payable at the fixed price per person daily rate under the item in the Rate Table titled Engineering Support Services. The contractor's

technical representative's daily reports, in accordance with CDRL A020.02, shall be used to determine the number of reimbursable work days.

5.4.3 Technical Services for Availabilities:

The contractor shall provide full time on site support to MSC Port Engineers in shipyards in the form of field service technical representatives, who will monitor shipyard application efforts and advise the MSC Port Engineer accordingly. The contractor shall have at least six (6) technical representatives available to travel CONUS and OCONUS in support of this contract. The technical representative shall:

5.4.3.1 Be present on site at all times when the shipyard is performing paint-related work (from initial surface cleaning and preparation to final curing and final acceptance inspection).

5.4.3.2 Monitor and document in CDRL A020.02 all aspects of the shipyard's application efforts (including surface preparation, weather conditions, application techniques, etc.) and advise the MSC port engineer of any deficiencies that would void the Contractor's paint warranty. The "General Warranty" in paragraph 13.7 provides details on notification.

5.4.3.3 Advise the MSC port engineer of areas not adequately protected from the effects of surface preparation and painting.

5.4.3.4 Keep records on all paint received and applied by the shipyard or applicator.

5.4.3.5 Report possible insufficient quantities to the MSC port engineer with adequate lead time (10 days) for delivery of additional product. Perform inventories of coatings and coating related products at the request of the MSC representative.

5.4.3.6 Inspect the surface preparation and application of each coat of paint applied to assure the work is being done in accordance with the specification and the manufacturer's published technical data.

5.4.3.7 Take and record readings daily or as often as necessary to assure compliance. Readings shall include ambient temperature, substrate surface temperature, dew point temperature, relative humidity, surface profile, paint application and consumption (product, quantities, batch number(s) and color), wet film thickness, paint/thinner ratio for spray reduction, dry film thickness of each coat (two readings per 10 square meters).

5.4.3.8 The technical representative shall report instances when spray loss exceeds 40%. The reasons for this high spray loss and conversations relating to it with the MSC port engineer and shipyard personnel shall be documented in the Daily Paint Progress Report and the Exception Report.

5.4.3.9 The technical representative shall report when unnecessary paint waste occurs such as when residual paint in near empty cans is not conserved (i.e. when residual paint is disposed of as

hazardous waste rather than draining it into the next pail being used). The reasons for this unnecessary waste and conversations relating to it with the MSC port engineer and shipyard personnel shall be documented in the Daily Paint Progress Report and the Exception Report.

5.4.3.10 Report all inspections to the MSC port engineer and enter them in the Daily Paint Progress Report.

5.4.3.11 At a minimum, photographs shall be taken while a) the ship is on drydock, b) before high pressure water washing, c) after high pressure water washing, d) after surface preparation, and e) after the painting is completed (CDRL A020.10). Where unusual circumstances or serious deficiencies warrant, the technical representative shall additionally document the problems by taking photographs. Photographs may also be taken of any other significant areas at the discretion of the port engineer.

5.4.3.12 The technical representative shall perform coating condition surveys (i.e., Topside and Superstructure, Tanks and Voids, Underwater Hull and Boottop, Deck Machinery, etc.) as directed by the MSC port engineer. All coating surveys and the resulting reports shall be conducted and prepared in accordance with ASTM F 1130, Standard Practice for Inspecting the Coating System of a Ship, November 1999 Edition (published 2000). Recommendations for maintenance and repair, and photographs of representative problem areas shall be included as part of the report. Reports shall be submitted in accordance with the Coating Inspection Report (CDRL A020.09).

5.4.3.13 The technical representative shall advise the MSC port engineer, MSC paint point of contact at the corresponding area command, and the MSC Headquarters Contracting Officer's Representative (COR) of significant problems within 24 hours of their occurrence.

5.4.3.14 Within 24 hours of completion of the painting job, the technical representative shall inventory all remaining unopened quantities of paints, solvents, and other products not used by the shipyard or assigned aboard ship (refer to paragraph 13.1.3.1) and prepare and submit a "Final Job Inventory Report" (CDRL A020.04) which accounts for all quantities used and unused/unopened on the job. The technical representative shall also make arrangements for the removal of the unused/unopened paint, solvent, and other products within 24 hours of completion of the inventory.

5.4.3.15 Both the MSC port engineer and the technical representative shall sign the Daily Paint Progress Reports and the Final Job Inventory Report. These reports will be used by the Government to establish the number of reimbursable (per diem) days for the technical representative's services as well as establish the final, total quantities of paints and solvents consumed through the end of the job. These will be used in verifying invoices.

5.4.3.16 The shipyard or pierside availability painting and preservation activities will be documented by a Final Availability Report (CDRL A020) from data gathered by the contractor's Field Service Technical Representative. The Final Availability Report is a compilation of

individual reports on specific aspects of the job. The contractor shall provide the Final Availability Report and individual reports in accordance with the CDRLs. CDRL A020 is the main CDRL for the Final Availability Report and the following CDRLs are for reports that shall be in the Final Availability Report as required:

- CDRL A020.01: Shipyard Report Summary Cover Sheet
- CDRL A020.02: Daily Paint Progress Reports
- CDRL A020.03: Exception Reports
- CDRL A020.04: Final Job Inventory Report
- CDRL A020.05: Coatings Report
- CDRL A020.06: Hull Condition Report
- CDRL A020.07: Surface Preparation Report
- CDRL A020.08: Application Data Summary Reports
- CDRL A020.09: Coating Inspection Report
- CDRL A020.10: Photographs

The Final Availability Report shall be organized by work item. Each work item section shall contain the work item and any change orders issued against that item. It shall also contain a record of all tests and inspections, surface preparation and coating activities conducted in the performance of that item, and all related photographs. In the event that an item covers work on more than one site, e.g. multiple ballast tanks or two or more areas of decks, then the section for that work item shall be subdivided by individual area, e.g. all records relating to ballast tank "X" will be grouped together in a subsection.

5.5 INSTRUMENTS AND EQUIPMENT FOR TECHNICAL REPRESENTATIVES:

The Contractor shall furnish all instruments and equipment necessary to monitor the application efforts and to conduct surveys and failure analysis. At a minimum the following equipment shall be available to tech reps:

- 5.5.1 Wet and dry film thickness gauges
- 5.5.2 Blast nozzle orifice gauge
- 5.5.3 Sieves and scale for blast grit analysis
- 5.5.4 Hypodermic pressure gauges
- 5.5.5 Elcometer (or equal/better) dolly adhesion tester
- 5.5.6 Tooke gauge
- 5.5.7 Black light
- 5.5.8 Qualitative and quantitative chloride tests
- 5.5.9 Micrometer and Testex (or equal) replica tape
- 5.5.10 Pit gauge
- 5.5.11 Sling psychrometer with psychometric tables
- 5.5.12 Magnetic base surface thermometers
- 5.5.13 Immersion thermometers
- 5.5.14 Keene-Tator Surface Comparator or equal
- 5.5.15. Lighted 30X microscope

5.5.16. Blotter paper

5.5.17. pH test kit

6.0 OTHER ENGINEERING SERVICES

The Contractor shall provide technical evaluation and troubleshooting services concerning analysis of paint and coatings problems. Support ranges from general marine painting practices to specific analysis of a particular problem. It is estimated that approximately five hundred (500) man-hours of engineering services could be ordered per year. All engineering services ordered will be placed by providing the Contractor with a written Statement of Work, signed by the Contracting Officer's Representative (COR), describing services to be performed and the deliverables required. Only actual services will be invoiced. Commuting time to required destination shall not be included. Travel, when applicable, will be reimbursed in accordance with the item in the Rate Table titled JTR Travel.

6.1 CHEMICAL AND PAINT ANALYSIS:

The Contractor shall perform shoreside chemical and paint analysis of samples. Contractor facilities shall be capable of analyzing failed coatings and running analysis on paints and solvents. The Government reserves the right to periodically inspect the laboratory facility by the COR or his/her designated representative. All samples received shall be processed within 48 hours of receipt (excluding weekends and national holidays). At a minimum the facility shall have an electron microscope, and the ability to test by means of (1) Arc Spectrography; (2) Atomic Absorption; (3) Gas Liquid Chromatography; (4) Infrared Spectrography; and (5) Differential Scanning Calorimetry

6.2 CHEMICAL AND PAINT SAMPLE SHIPPING CONTAINERS:

The contractor is responsible for providing chemical and paint sample shipping containers. Containers shall meet the requirements of all national and international agencies for the shipment of small quantities of hazardous materials. The shipping container used to provide the containers to the ship shall also meet the requirements of all national and international agencies for the shipment of small quantities of hazardous materials, so the shipping container can be used to ship the paint samples to the Contractor's shoreside testing facility. All shipping containers shall contain a pre-addressed label with the address of the Contractor's shoreside testing facility. The Contractor shall provide labels to affix to sample containers that, when filled-out, will provide all pertinent information required to properly identify the material being sent for analysis including: vessel name, date of sampling, product identification, color and batch number for liquid samples, location from which dry samples were removed, description of why and how sample was taken and a statement as to what information is expected to result from the analysis.

6.2.1 Liquid Samples:

The Contractor shall provide sample containers for liquid samples, including resins, cures, solvents, and accelerants. Sample containers shall be made of metal or plastic, (glass bottles shall not be used), and sized between 120 and 350 milliliters.

6.2.2 Dry Samples:

The Contractor shall also provide sample containers suitable for containment and shipment of dry samples such as paint chips/scrapings. Sample containers shall be of suitable nature to prevent contamination of the sample during storage and shipment and to protect the sample from damage during shipment.

7.0 CONTRACT DATA REQUIREMENTS LIST (CDRL)

7.1 ELECTRONIC DATA TRANSFER AND COMPUTER SUPPORT:

7.1.1 It is the Government's intent to transition from all paper reports, including orders and invoices, to electronic document format. The Contractor shall provide all paint data electronically in a Microsoft Office 2001 SR-1 Professional format (Word for reports and Excel for data tables). In addition, all reports shall be sent by electronic mail via the Internet. In cases where file sizes exceed Government system capabilities, the Contractor shall mail the reports via floppy disks or CD's. All CDRLs shall also be accessible via downloading from the Contractor's website. After the contract ends, the contractor shall allow the Government access to all reports generated for MSC.

7.1.2 MSC intends to transition to electronic commerce and electronic data interchange for ordering and invoicing. Ordering and invoicing will be as mutually agreed in an electronic commerce Trading Partner Agreement (TPA), and will include monthly and quarterly data requirements, delivery orders, invoices and payments. For illustration purposes, a sample TPA is provided at Attachment (6).

7.2 CONTRACT DATA REQUIREMENTS LIST (CDRLs) - REPORTS

The CDRLs provide a range of details about the submittal of the reports, for example when and to whom the reports must be delivered. The data and format for the reports are defined in several ways. In some cases, the data requirements are specifically defined in the statement of work. The CDRLs usually give the specific paragraph in the statement of work to find the data requirements. In some cases the CDRLs have attached examples of forms/formats to use. In some cases, the forms are very generic, and upon approval of the COR, the contractor's format may be suitable. In other cases, the attached form defines specific data requirements for the contractor to provide. If the contractor has a standard report format that provides all the data requirements of a particular form, the contractor's format may be suitable upon approval of the COR. The Contractor shall provide the following CDRLs in accordance with Exhibit A.

7.2.1 SERVICE CALL REPORT (CDRL A007):

The contractor shall submit a detailed report within ten (10) working days of the shipboard service call. At a minimum the report will identify: any weaknesses in the shipboard paint program; the list of products (including quantities) found with expired shelf life; any problems with the paint schedule; a summary of training performed, any comments concerning the program voiced during discussions with the ship's personnel; and report of any concerns as specified by the individual technical direction letter. When a "CRITICAL" condition (conditions where immediate action must be taken to prevent injury, equipment damage, or unwarranted costs) is found, it will be brought to the immediate attention of the Chief Mate or his designated representative and the MSC port engineer and MSC Headquarters Contracting Officer's Representative (COR). Any "SERIOUS" condition (a condition that may result in long term failure) but not yet critical condition or deficiency shall be appropriately identified in the Service Call Report. A Service Call Report does not replace the requirement for the Quarterly Report.

7.2.2 QUARTERLY REPORT OF SERVICE CALLS AND TRAINING ACTIVITIES (CDRL A015):

The Contractor shall provide quarterly reports of all activities, including a summary of each service call or training activity, beginning three (3) months after issuance of the first order under this contract. The report shall include a summary of each service call or training activity including but not limited to the following information:

7.2.2.1 Service Call summaries including:

7.2.2.1.1 Ship, port, and date of call.

7.2.2.1.2 Summation of deficiencies noted in service call.

7.2.2.1.3 Name(s) of ship's crew trained.

7.2.2.2 Shoreside Training:

7.2.2.2.1 Highlights of the course.

7.2.2.2.2 List of personnel trained.

7.2.2.2.3 Participant course evaluations.

7.2.2.2.4 Location of training.

7.2.2.3 Other significant activities as directed by the Ordering Officer.

7.2.3 ENGINEERING SERVICES/EMERGENCY SERVICE REPORT (CDRL A016):

The Contractor shall provide a trip report for each emergency service call or request for engineering services. The report will contain, at a minimum, the information detailed in paragraph 7.2.1 and will also provide any additional data, analysis and/or conclusions required by the technical direction letter.

7.2.4 CHEMICAL AND PAINT TEST REPORT (A017):

The Contractor shall complete and report test results electronically within 48 hours of receipt of the sample at the Contractor's facility (CDRL A017). The Contractor shall have an auditable means of logging and tracking samples through the laboratory. The electronic data transfer shall be by electronic mail via the Internet.

7.2.5 WEEKLY DELIVERY ORDER AND TECHNICAL DIRECTION LETTER STATUS REPORT (CDRL A018):

The Contractor shall provide a weekly status report that lists orders (by TDL) that have been placed but have not yet been delivered. This shall include orders for which part of the order is not delivered. The report shall be in chronological sequence by TDL number and shall include date order received by contractor, required delivery date of order, ship's name, delivery destination, the applicable delivery order, and a comment field for information about status of the order (e.g. "on schedule", "expected 2/27 in Rota", "ship schedule changed", etc.). When an order or part of an order is going to be late, report the items that are going to be late and when they will be available.

7.2.6 QUARTERLY DELIVERY ORDER AND TECHNICAL DIRECTION LETTER REPORT (CDRL A019):

The contractor shall provide the following report for all technical direction letters received in accordance with CDRL A019 with the following information included:

7.2.6.1 Include the following data elements:

- (1) Technical Direction Letter (TDL) number
- (2) date TDL was received by Contractor
- (3) ship name
- (4) applicable Delivery Order number
- (5) delivery destination
- (6) date delivery of products or services required
- (7) number of days between date order received and date product required
- (8) dates of actual deliveries of products or services
- (9) number of days (+ or -) between the date delivery of products or services were required and dates of actual deliveries of products or services.
- (10) liters of each item in the Rate Table ordered (breakdown each CLIN into liters by color)
- (11) cost for each item in the Rate Table ordered
- (12) name of item in the Rate Table (manufacturer's brand name)
- (13) total liters for order
- (14) total cost of paint and solvent for order
- (15) shipping/transportation charges
- (16) man days of the services
- (17) cost of technical services
- (18) total cost of order

- (19) invoice numbers submitted against order
- (20) date of invoice submission
- (21) date of payment received
- (22) outstanding balance due the Contractor
- (23) reason for outstanding balance (e.g.: invoice not submitted, in process, rejected for lack of ..., etc.)
- (24) Final Job Inventory Required? Y/N
- (25) Final Job Inventory Submitted? Y/N and date submitted
- (26) liters of each item in the Rate Table for credit
- (27) dollars of each item in the Rate Table for credit
- (28) liters total for credit
- (29) dollars total for credit

7.2.6.2 Submit quarterly reports that include the following summary data:

- (1) liters of each item in the Rate Table for each quarter of the contract
- (2) liters of each item in the Rate Table by specific color for each quarter of the contract
- (3) cost of each item in the Rate Table (including tech days and transportation chargers) for each quarter of the contract
- (4) liters total for each quarter of the contract
- (5) cost total for each quarter of the contract
- (6) tech days total for each quarter of the contract
- (7) total outstanding balance for each quarter of the contract
- (8) liters of each item in the Rate Table cumulative for the contract
- (9) liters of each item in the Rate Table by color cumulative for the contract
- (10) cost of each item in the Rate Table cumulative for the contract
- (11) liters total cumulative for the contract
- (12) cost total cumulative for the contract
- (13) tech days total cumulative for the contract
- (14) total outstanding balance cumulative for the contract

7.2.6.3 Final reports formats will be determined by the contractor and approved by the COR within first 90 days of contract. The reports shall be made available in hard copy and electronic media.

7.2.7 FINAL AVAILABILITY REPORT (CDRL A020):

The Contractor shall ensure the Final Availability Report summarizes work completed during the availability as outlined in paragraph 5.4.3.16.

7.2.7.1 CDRL A020.01: Shipyard Report Summary Cover Sheet

Provides summary of work performed during availability on one page by work item. An example showing data and format requirements are in the attachment to the CDRL. It shall be the cover for the report.

7.2.7.2 CDRL A020.02: Daily Paint Progress Reports

These reports shall include daily observations and recordings of surface preparations (profiles, chloride readings, and temperatures), ambient temperature and dew point, and paint application and consumption (quantities, batch numbers, color, wet and dry film thicknesses, etc.) These reports shall include time of day for significant events (e.g. start and finish times, discussions with shipyard personnel regarding problems, etc.) Copies of this report shall be turned in to the MSC Port Engineer each day. They shall also be the basis for invoice certification.

7.2.7.3 CDRL A020.03: Exception Reports

Documents problems and decisions on painting problems.

7.2.7.4 CDRL A020.04: Final Job Inventory Report

Also known as the "Summary of Paint Supplied, Used, and Returned", details on data and format requirements both in the statement of work and in the attachment to the CDRL. They shall also be the basis for invoice certification.

7.2.7.5 CDRL A020.05: Coatings Report

In effect, the title page for the report that provides information about the vessel, the port engineer, the shipyard, the dates of the availability, etc. The data and format requirements are in the attachment to the CDRL.

7.2.7.6 CDRL A020.06: Hull Condition Report

Provides an initial and final assessment of the hull's condition regarding fouling, coatings, and corrosion. Copies of this report shall be turned in to the MSC port engineer after the "prior to cleaning" inspection and after the "after cleaning" inspection. The data and format requirements are in the attachment to the CDRL.

7.2.7.7 CDRL A020.07: Surface Preparation Report

Provides a record of the square footages prepared for painting. It includes the type of surface preparation, the location of the surfaces prepared, and the percentage of the surface prepared. The data and format requirements are in the attachment to the CDRL.

7.2.7.8 CDRL A020.08: Application Data Summary Report

Provides products and color, batch number, wet film thickness, dry film thickness, overcoat time in hours, average relative humidity, temperature, dates of application, and quantity of paint applied for all areas painted. The data and format requirements are in the attachment to the CDRL.

7.2.7.9 CDRL A020.09: Coating Inspection Report

Provides condition of surfaces in areas like Topside and Superstructure, Tanks and Voids, Underwater Hull and Boottop, Decks and Deck Machinery. Data and format requirements are in ASTM F 1130. Additional data and format requirements are provided in the attachment to the CDRL. Some of the forms in the attachment are isometric drawings of port and starboard

cargo/ballast wing tanks and center cargo/ballast tanks that can be marked up to show locations of coating breakdown, corrosion, DFTs (both before and after painting), anodes, etc. The titles of the forms in the attachment are:

- Tank Inspection Report
- Inspection, Center Cargo/Ballast Tanks Reports
- Dry Film Thickness Reports for Center Cargo/Ballast Tanks
- Inspection, Starboard Wing Cargo/Ballast Tanks Reports
- Dry Film Thickness Reports for Starboard Wing Cargo/Ballast Tanks
- Inspection, Port Wing Cargo/Ballast Tanks Reports
- Dry Film Thickness Reports for Port Wing Cargo/Ballast Tanks
- Daily Tank Inspection Report for Work in Progress
- Tank Coating Weekly Summary Report for Work in Progress

7.2.7.10 CDRL A020.10: Photographs

Photographs shall be taken while the ship is on drydock before high pressure water washing, after high pressure water washing, after surface preparation and after the painting is completed. Unusual conditions or events shall also be documented photographically regardless of where they fall on the preceding timeline of required photography. Photographs are to be part of the Final Availability Report.

7.3 CONTRACT DATA REQUIREMENTS LIST (CDRLs) – OTHER DATA

7.3.1 NOTICE OF NON-COMPLIANCE (A001): See paragraph 4.3.

7.3.2 FACILITIES PHONE & FAX NUMBERS (A002): The Contractor shall provide a consolidated list of all offices inclusive of personnel, telephone, and facsimile numbers.

7.3.3 CHANGES TO PROCEDURES TO MAKE DELIVERIES (A003):

The Contractor shall provide a detailed description of any changes to delivery procedures including net effect on delivery timeframes (e.g. distribution system, stock points, freight forwarders) made subsequent to submittal of their proposal. This shall be submitted under CDRL A003 at least one month prior to implementation.

7.3.4 KEY PERSONNEL LIST & RESUMES (A004):

The contractor shall provide a list of the Key Personnel and their resumes in accordance with CDRL A004. Future changes made to the Key Personnel shall be submitted in accordance with the CDRL so that the prospective replacement's resume may be verified for compliance with the SOW.

7.3.5 ROSTER OF PERSONNEL (A005):

The contractor shall submit a list of all their personnel, including key personnel, who are points of contact for this contract, including their phone numbers, fax numbers, email addresses, and mailing addresses in accordance with CDRL A005. If changes in personnel or offices are made, an updated list shall be submitted in accordance with CDRL A005.

7.3.6 INITIAL SERVICE CALL SCHEDULE (A006): See paragraph 5.3.2.

7.3.7 LIST OF EXPIRED SHELF LIFE PRODUCTS (A008): See paragraph 5.3.2.3.

7.3.8 HANDBOOKS (A009):

The Contractor shall develop handbooks and CDs for distribution to all of the ships and selected shoreside staff that provides an overview of the products and services available under the contract. The handbook shall also include contract specific color charts, product data sheets, application instructions and Material Safety Data Sheets for all products supplied under this contract. The handbook shall describe proper surface preparation and application procedures as it relates to the contractor's products and services. A copy of the parts of the contract germane to shipboard staff and port engineers shall be included as an attachment. This handbook shall be developed within the first 30 days of the contract and shall be provided in final format before the first service call is conducted.

7.3.9 SHIP'S PAINT SCHEDULES (CDRL A010):

The Contractor shall develop paint schedules for each MSC ship. The Paint Schedules shall contain the following information at a minimum: Ship Name; Hull Number; Area Description; area in square meters; first coat of system (product type, recommended dry film thickness range, color, key to product name); second coat of system (product type, recommended dry film thickness range, color, key to product name); third coat of system (product type, recommended dry film thickness range, color, key to product name); fourth coat of system (product type, recommended dry film thickness range, color, key to product name); Product Name Table (keyed to four coats above and provides product name, type of paint, manufacturer, thinner, mixing ratio, VOC, and other pertinent information); Date and location of latest major recoating activity; Notes; and Date and revision. All ship paint schedule information shall be maintained in a database. The contractor shall develop preliminary generic paint schedules for each ship during the phase-in period, and they shall be delivered to MSCHQ, Code N71, 45 days after contract award. On initial ship visits they will be used to compare with the ship's actual systems and will be marked up for revisions. The revised paint schedules for each ship shall be delivered to MSCHQ, Code N71, for review within 15 days after completion of initial ship visit. The final approved paint schedules, incorporating review comments, shall be distributed to each ship and as required by CDRL A010. They will be used for subsequent ship visits and be improved as required. Ship availability experience will be used to further refine the paint schedules.

7.3.10 LOGBOOKS (CDRL A011):

The Contractor shall provide logbooks for recording data to be used for updating paint schedules, preparing future work item specifications, documenting lead abatement actions, etc. The logbooks shall have data fields that coincide with the data requirements for paint schedules in CDRL A010 (Ship's Paint Schedules). It shall be set up to record surface areas of all major shipboard areas, surface preparation methods, primers, overcoats, colors, paint types, DFTs in mils/microns, application methods, brand names and manufacturers, name of application shipyard or company, and other pertinent information. The logbooks shall also have data fields

to record information for managing lead paint removal. This includes defined boundaries of areas where total/partial painting/preservation have been accomplished; lead and chromium levels of existing areas; whether paint was removed or encapsulated; quantities of new paint applied including manufacturer, product name, MIL-SPEC, and/or NSN if applicable; date of application; and names of individuals conducting painting activities. The logs should be designed to ensure regular, timely and reusable recording of the above information sufficient for later retrieval.

7.3.11 TRAINING MATERIALS:

The Contractor shall, as part of his training program, develop training manuals as handouts for those attending the classes. The Contractor shall also develop videos to be used for refresher training of both shoreside and shipboard personnel.

7.3.11.1 Syllabus for Shipboard & Shoreside Training (CDRL A012):

The contractor shall prepare a syllabus for shipboard and shoreside training.

7.3.11.2 Training Manuals (CDRL A013):

The training manuals shall follow the Contractor's syllabus in format and provide additional background information for the material presented. The manuals will also provide a section for notes and include worksheets for any activities conducted during the training.

7.3.11.3 Training Videos (CDRL A014):

Videos shall be available in both VHS and DVD/CDROM format and shall include an overview of products and services covered under the contract. The tapes and disks shall also include step-by-step instructions in the use of the on board products and equipment (e.g. mixing, safety, application, maintenance of existing coatings, etc.) A section shall also be included on the principles of coatings and application activities.

7.3.12 POTABLE WATER TANK COATING – TASTE & ODOR TEST RESULTS (CDRL A021): See paragraph 2.9.7.

7.3.13 COLOR CARD (CDRL A022): See paragraph 2.8.6.

7.3.14 POSTERS (CDRL A023)

The contractor shall develop a poster for the MSC fleet that shows the paints available from the contract and where they are used on MSC ships.

8.0 OTHER REQUIREMENTS

8.1 FACILITIES:

The Contractor shall provide a Program Office capable of conducting business during normal business hours. These offices shall include a personal computer for the Program Manager, Technical Manager, and Logistics Manager. The computers shall have email capabilities, and

Internet access, for use as an electronic mailbox to send data to MSCHQ. This office shall have the ability to send and receive faxes. The Contractor shall set up a technical direction letter tracking system to receive technical direction letters from MSC during all normal business hours and to provide the status of orders received, but not yet delivered.

8.2 FIELD OFFICES:

Technical Representatives may be located in offices throughout the delivery areas covered by this contract. To qualify as a field office, the following capabilities must be demonstrated: supply of at least one (1) test kit offered to expedite delivery when required on a technical direction letter; capability to communicate via phone and fax machine during all normal business hours; the capability to send and receive email and have internet access; compatibility with the computers and systems used at both the program office and the Government; staffing with at least one qualified Technical Representative in accordance with paragraph 5.1.2.4.

8.2.1 Field Office Locations:

The Contractor shall propose the appropriate number of Field Offices and their locations to ensure coverage throughout the delivery areas of this contract:

Norfolk, Virginia

San Diego, California

Charleston, South Carolina

Jacksonville, Florida

Portland, Oregon

Singapore

Guam

The field offices above, proposed during the solicitation phase, shall be incorporated at contract award.

9.0 PACKAGING AND MARKING

9.1 GENERAL:

The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract. Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to ensure safe delivery at destination. The use of asbestos, loose filled polystyrene, excelsior, or other non-environmentally friendly material is prohibited. The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemicals and Materials) to the extent applicable.

9.2 PACKAGE SIZE FOR PAINTS/COATINGS AND SOLVENTS:

Notwithstanding the liter unit of measure ordering requirement of paragraph 2.9.3, and with the exception of Mil-Spec products, the Government will require coatings, solvents, and other products in packaging size ranges as follows:

English Measure

Totes

10 gallons

5 gallons

1 gallon

1 quart

Metric Measure

Comparable Metric Unit to a Tote

40 liters

20 liters

5 liters

1 liter

Both English and metric measures are included to accommodate the contractor's distribution system. It is understood that other package sizes (or short fills) may exist in the Contractor's distribution system and may be provided as necessary.

10.0 INSPECTION AND ACCEPTANCE (DESTINATION)

Final inspection and acceptance of the supplies to be furnished hereunder shall be made at the destination by the receiving activity. At the time of each delivery under this contract, the Contractor shall prepare and furnish to the Government either Contractor's own shipping / inspection / receiving documentation or a Material Inspection and Receiving Report (DD 250). The delivery receipt shall contain at a minimum: the ship name, the technical direction letter number, the actual delivery date(s), the delivery location, the product names, and the quantities delivered. The receiving activity shall execute acceptance certification on the submitted documentation. Persons signing acceptance certification documentation shall include their full printed name, title, employer and, if a shoreside receiving facility, phone number.

11.0 DELIVERIES OR PERFORMANCE

11.1 DELIVERY TO A PORT NOT LISTED:

In those instances where delivery is required at a port or zone not listed in the contract, a technical direction letter will be issued under the Other Direct Cost provision of the contract.

11.2 REQUIRED TIME & PLACE OF DELIVERY/PERFORMANCE:

The specific time and place of delivery for supplies and/or performance for services for each order placed under this contract will be specified in the individual technical direction letter. The

Contractor shall make deliveries worldwide. The required delivery schedule is as outlined in Attachment (5).

Attachment (5) divides the world into twelve zones and identifies specific ports within those zones. Ports listed by name are not considered to be part of the geographic zone in which they are located. Deliveries to these specifically named ports are required within three days of the contractor's receipt of a technical direction letter. Delivery to any other port not listed by name in Attachment (5), but within a geographic zone, is required within ten days of receipt of a technical direction letter. The following tables show these requirements and also lists exceptions to these delivery requirements:

SHIP STOCK ORDER*	
DELIVERY TIME LIMITS	
Listed Ports notwithstanding the exclusions below	3 days
Zones	10 days
Mediterranean Listed Ports	5 days
African Listed Ports	5 days
Catania, Italy	10 days
Japan Listed Ports	5 days

* Ship Stock orders are orders for ships force maintenance

AVAILABILITY ORDER*	
DELIVERY TIME LIMITS	
Listed Ports notwithstanding the exclusions below	5 days
Zones	10 days
Mediterranean Listed Ports	10 days
African Listed Ports	10 days
Australian Listed Ports	10 days
Japan Listed Ports	10 days
Guam	10 days

* Availability orders are orders for shipyard/industrial work using technical representatives

11.3 EXPEDITED DELIVERY REQUIREMENTS:

Delivery may be required in less than the time frames called for in this contract if it is deemed necessary by the Government and the Contractor agrees to the delivery date. Any additional expenses incurred (if applicable) due to the accelerated delivery date will be billed under the Other Direct Cost provision of the contract.

11.4 DELIVERIES AT LOCATIONS WITHIN CONUS AND OCONUS:

11.4.1 The actual number of liters delivered by the Contractor shall be as close as possible to the number of liters requested by the Government taking into consideration the limitations imposed by actual package size/package fills provided.

11.4.2 In no instance shall the actual number of liters delivered by the Contractor exceed the number of liters requested by the Government without prior written authorization (i.e., a revised TDL) from the Government.

11.4.3 The actual number of liters delivered by the Contractor may be less than the number of liters requested by the Government, provided the difference is less than one package size/package fill. The number of liters not delivered (i.e., less than one full package size/package fill) will be considered cancelled by mutual agreement of the parties.

12.0 CONTRACT ADMINISTRATION DATA

12.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE COR – FUNCTIONS AND LIMITATIONS:

The COR or Alternate COR will represent the Contracting Officer in the administration of technical details within the scope of this contract and will manage inspection and acceptance. The COR (or Alternate COR) is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR (or Alternate COR) does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR (or Alternate COR) is responsible for reviewing the bills and charges submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken.

COR:

Name John J. Burkhardt

Address 914 Charles Morris Ct. SE,

- Washington Navy Yard, DC 20398-5540

Telephone Number (b) (6)

ALTERNATE COR:

Name David Leyh

Address P.O. Box 7480

- Virginia Beach, VA 23458-7480

Telephone Number (b) (6)

12.2 ORDERING OFFICER(S):

The following individual(s) are appointed as authorized Ordering Officer(s) for issuing Delivery Orders under this contract

Name Robert Van Jones
Telephone No. (b) (6)

Name Jon Veasley
Telephone No. (b) (6)

Name Cristina Zarate-Byers
Telephone No. (b) (6)

Name John Burkhardt
Telephone No. (b) (6)

Name Ed Guevara
Telephone No. (b) (6)

Name Carlos Coronado
Telephone No. (b) (6)

Name Jim Thomas
Telephone No. (b) (6)

Name Calvin Chu
Telephone No. (b) (6)

Name Dave Clark
Telephone No. (b) (6)

Name Nick (b) (6)
202-685-5969

Name Hilda Ponder
Telephone No. (b) (6)

Name Richard Evans
Telephone No. (b) (6)

Name Julianne Backiel
Telephone No. (b) (6)

Name Roberto Florida
Telephone No. (b) (6)

12.2.2 TECHNICAL DIRECTOR(S):

The following individual(s) are appointed as authorized Technical Director(s) for issuing Technical Direction Letters under this contract

Name David Leyh

Address P.O. Box 7480

-
Virginia Beach, VA 23458-7480

Telephone Number (b) (6)

Name Ed Organ

Address 140 Sylvester Rd, Naval Submarine Base,

San Diego, CA 92106-3521

Telephone Number (b) (6)

12.3 SUBMISSION OF INVOICES:

12.3.1 Summary Receipt Information:

In order to expedite the invoice process, the Contractor shall submit Summary Receipt Information (SRI). SRI shall be submitted on a weekly basis electronically (or as determined by the COR), three business days prior to submission of the invoice with which it is associated. SRI shall be submitted to the following: MSCHQ Code N71, MSCHQ Code N41, and MSFSC_SupplyChain@navy.mil.

The format for electronic SRI shall include the following at a minimum:

- I. Summary Cover Sheet
 - a. SRI Number (sequentially starting at #1)
 - b. The contract number
 - c. The Contractor's name as reflected in the contract
 - d. The date of the SRI submittal
 - e. All applicable delivery order numbers for the SRI reporting period
 - f. Total value applicable to each delivery order for the SRI reporting period
- II. Delivery Order Sheet
 - a. Applicable delivery order number
 - b. Total value applicable to the SRI reporting period
 - c. Each line shall reflect TDL number, vessel name, delivery date, and total dollar value.

Note: The aggregate of all lines reflected should be equal to the total value of a delivery order number for the SRI reporting period.

12.3.2 Summary Credit Information. The Contractor shall submit Summary Credit Information (SCI). SCI shall be submitted, as applicable, electronically to MSCHQ, Code N71, three business days prior to submission of the credit invoice with which it is associated.

The format for electronic SCI shall include the following at a minimum:

- I. Summary Cover Sheet
 - a. SCI Number (sequentially starting at #1)
 - b. The contract number
 - c. The Contractor's name as reflected in the contract
 - d. The date of the SCI submittal
 - e. All applicable delivery order numbers for the SCI reporting period
 - f. Total value applicable to each delivery order for the SCI reporting period

- II. Delivery Order Sheet
 - a. Applicable delivery order number
 - b. Total value in parenthesis applicable for the SCI reporting period
 - c. Each line shall reflect TDL number, vessel name, return date, and total dollar value in parenthesis to be credited.

Note: The aggregate of all lines reflected should be equal to the total value of a delivery order number for the SCI reporting period.

12.3.3 Retention Of Records:

The Contractor shall maintain all back-up records associated with N7 SRI for a period of seven (7) years after final payment under the Contract. Information may be kept electronically in an unalterable format like pdf or in hard copy. It is the Contractor's responsibility to ensure the integrity, reliability, and security of the back-up records.

12.3.4 Audit Procedures:

In order to ensure compliance with the terms and conditions of the Contract, the Government will conduct quarterly reviews of the Contractor's records, billing processes, and level of performance. A 25% sampling of Technical Direction Letters (TDL) referenced in the SRI/SCI files, including marine delivery receipts, service call reports, and any other data or records that pertain to the selected technical direction letters will be examined for accuracy and completeness. The records will be verified for accuracy and completeness by comparing the information in the Contractor retained files to the information contained in the TDL and SRI/SCI. Any instance in which the data found in the Contractor's files is either inaccurate or incomplete will be considered a discrepancy. The Contractor is permitted up to 15% minor discrepancies of the 25% sample of TDLs. In the event that more than 15% minor discrepancies of the 25% sample of TDLs is found, a second sampling of at least 25% from the original population will be reviewed.

If, after doing this, the reviewer(s) finds over 10% discrepancies, the Government reserves the right to require submission of full receipt or credit information in lieu of summary receipt or credit information. Any major discrepancy in the Contractor's system for submission of SRI/SCI can undermine the integrity of the receipt process. In the event that a major discrepancy or a pattern of minor discrepancies not corrected in consecutive audits (two or more) is found during a quarterly review, the Government reserves the right to require submission of full receipt information in lieu of SRI/SCI. Full receipt information for each delivery order consists of three copies of an invoice package that is made up of the invoice, the delivery order, the packing list, and the signed proof of delivery.

The chart below defines the categories of discrepancies.

Types of Audit Discrepancies
Major
1. No delivery receipt
2. A pattern of minor discrepancies without correction from consecutive audits
3. No service call report/trip report/lab analysis/technical representative daily reports
Minor
1. Incorrect or lack of DO citation
2. Incorrect or lack of TDL citation
3. Incorrect or lack of invoice citation
4. Incorrect or lack of ship/port citation
5. Incorrect delivery receipt information
6. Incorrect or lack of location citation
7. Incorrect or lack of product citation
8. Incorrect or lack of quantity citation
9. Incorrect or lack of price citation
10. Incorrect or lack of signature
11. Incorrect or lack of date citation
12. Incorrect or lack of credits

12.3.5 Invoice Requirements:

The contractor shall submit all original invoices to:

Military Sealift Command
Code N833
914 Charles Morris Ct SE
Washington Navy Yard, DC 20398-5540

The use of copies of the Material Inspection and Receiving Report (MIRR), DD form 250, as an invoice is acceptable.

In addition to the requirements of the Prompt Payment clauses of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract sub line item

number (SLIN) if applicable; the accounting classification reference number (ACRN) and the payment terms.

The contractor shall prepare a consolidated invoice covering all shipments delivered under an individual order.

12.4 OTHER INVOICE REQUIREMENTS:

12.4.1 Invoices shall be marked with the delivery order number and the contract number. Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected. Prior to submission of invoices, the contractor shall obtain verification of services rendered/supplies delivered from the Ship's Master, Chief Mate, Chief Engineer, MSC Port Engineer, other ship personnel, shipyard receiving personnel, or ship's agent on DD Form 250 or the contractor's equivalent form in accordance with Paragraph 10 of this contract.

12.4.1.2 Invoicing for Deliveries Requested at Locations within and OCONUS:

12.4.1.1.1 Invoicing for English package sizes delivered, including all partial fill packages, shall be based on the exact number of gallons delivered multiplied by a conversion factor of 3.785 liters per gallon multiplied by the contractually agreed unit liter price.

12.4.1.1.2 Invoicing for all metric package sizes delivered, including all partial fill packages, shall be based on the exact number of liters delivered multiplied by the contractually agreed unit liter price.

12.4.2 For shipyard/availability technical direction letters, up to five invoices may be submitted:

12.4.2.1 Three invoices may be submitted for materials initially delivered. If the initial invoice is submitted after the job is complete, the excess products shall not be charged to the Government, and the invoice will only be for materials used and/or retained onboard. The Final Job Inventory Report (CDRL A020.04) shall be included.

12.4.2.2 An invoice may be submitted for technical services only at the completion of the job. This technical services invoice shall include the Daily Paint Progress Reports (CDRL A020.02) and the Final Job Inventory Report (CDRL A020.04).

12.4.2.3 A "credit" invoice shall be submitted for any material returned to the contractor at job completion, and this invoice shall include the Final Job Inventory Report (CDRL A020.04).

12.4.2.4 All invoices shall be submitted no longer than thirty (30) days after the job is completed.

12.4.2.5 In cases where the job is finished and the Final Job Inventory Report is not received in accordance with the CDRL A020.04, the invoice will be rejected for lack of the Final Job Inventory Report.

12.4.2.6 If an availability (e.g., a major conversion) exceeds 90 calendar days, the contractor may submit an invoice for technical services every 90 days.

12.4.2.7 When the final submission of N7 SRI occurs after the availability, the Final Job Inventory Report (CDRL A020.04) and the Daily Paint Progress Reports (CRDL A020.02) shall be submitted before or concurrent with the final N7 SRI submission.

12.4.3 A separate technical direction letter will be issued for re-stock and return freight as necessary, and one invoice will be submitted for this technical direction letter referencing the appropriate delivery order.

12.4.4 For shipyard/availability technical direction letters, when the contractor's technical representative is required to be on site in accordance with a technical direction letter, invoice charges for technical support shall be calculated on the basis of mandays in the shipyard (8 hours or more per day). Daily Paint Progress Reports shall be signed by both the MSC port engineer and the contractor's technical representative. Technical representatives will be paid if required to be on the job site early even if there is no work in an intervening period and if the technical representative is away from his normal work area (e.g. A technical representative who operates out of the Norfolk area is assigned to a job in Dubai. It is requested that he arrive 5 days early to ensure adequate paint is on hand for the job. After the inventory, there is a 4-day period before painting activities begin and there is no work for the technical representative for that period. MSC will pay for that period the technical representative was on site.) "Normal work area" is defined as within 50 miles of the technical representative office. In the event that the technical representative has a period of no work, Daily Paint Progress Reports signed by both the MSC port engineer and the Contractor's technical representative are still required to determine reimbursable mandays.

12.4.5 For shipyard/availability technical direction letters, when the contractor's technical representative is required to be on site in accordance with a technical direction letter, invoice charges for materials delivered for use by a shipyard shall be calculated on the basis of actual quantities applied to the ship plus any quantities turned over to the ship (for onboard stock) at the end of the job and by direction of the MSC port engineer or MSC contractor port engineer. The Government will use the technical representative's Daily Paint Progress Reports and Final Job Inventory Report to verify the quantities of liters consumed. Any differences between quantities initially ordered and actually consumed shall be considered excess and shall not be chargeable to the Government.

12.5 PAYMENT:

12.5.1 Accounting and Appropriation Data:

Each delivery order will contain the accounting and appropriation data for payment of TDLs to be issued pursuant to the terms and conditions of that delivery order. The available funding will be a ceiling that the contractor may not exceed, except at their own risk, without the written approval of the Contracting Officer or Ordering Officer. Each technical direction letter will reference the appropriate delivery order.

12.5.2 The final invoice and the final N7 SRI shall be annotated to indicate they are the final submission against a technical direction letter. This indicates no further invoices will be submitted against that technical direction letter and it can be closed out.

13.0 SPECIAL CONTRACT REQUIREMENTS

13.1 DELIVERY ORDER AND TECHNICAL DIRECTION LETTER PROCEDURES:

13.1.1 Delivery Orders:

Products and Services will be ordered by the Ordering Officer through Delivery Orders.

13.1.2 Technical Direction Letters (TDL):

Specific details as to the products and services required, ship, delivery destination, and required delivery date will be provided through TDLs. These TDLs may be provided via the contractor's system or may be provided via fax, phone, or email.

13.1.3 Orders for Shipyards/Industrial Activities:

In the event products are in direct support of a shipyard/industrial activity, the following procedures shall be used:

13.1.3.1 The Ordering Officer will submit to the Contractor a "Request for Estimate" (RFE) which describes the particular ship to be coated (surface areas, coatings, thickness of coatings, existing coatings (if known)). A preliminary copy of the paint work specification will also be submitted for the Contractor's review. This RFE may be telefaxed or electronically transmitted to the Contractor and shall be considered issued that same day.

13.1.3.2 Based upon the Request for Estimate, the Contractor shall calculate the required quantities (in gallons or liters as appropriate) of paints, solvents, and other products. These quantities shall include a 40% margin for paints and 5% margin for solvent (to compensate for application losses and viscosity control). Note: Solvents for equipment clean up shall be the shipyard's responsibility and therefore shall not be included in the Contractor's solvent estimate. Epoxy or other two-component paints shall include the appropriate amount of reagent or hardener; these shall not be considered separate items or quantities.

13.1.3.3 Based upon the Government's preliminary paint work specification, the Contractor's response shall include any special comments or other considerations necessary to apply their product(s) over existing coatings (such a surface preparations, cleaning, tiecoats, etc.).

13.1.3.4 The Contractor's response shall also notify the Government of any legal, environmental or other regulatory conflicts in using the product(s) at the specified delivery destination.

13.1.3.5 The Contractor shall return the signed estimates and comments to the Ordering Officer within five (5) working days. Responses may be telefaxed or electronically mailed, but the original shall follow by regular U.S. first class mail.

13.1.3.6 Based upon the Contractor's estimate, the Ordering Officer will evaluate the estimate and prepare and issue the technical direction letter, per above. The Government may elect to increase or decrease the quantities to be delivered above the amount estimated by the Contractor, but all the quantities on the technical direction letter will be shipped to the same destination. The technical direction letter may be telefaxed or electronically mailed to the Contractor and shall be considered issued when transmitted.

13.1.4 Excessive products:

All products that are left over and unopened at the end of each painting job shall be returned to the Contractor for credit in the following manner:

13.1.4.1 The procedures outlined in 5.4.3.14 shall be followed. This report shall be signed by both the MSC Port Engineer and the Contractor technical representative at which time the leftover material shall again become the property of the Contractor.

13.1.4.2 When excess products ordered are due to an overestimate by the Contractor, the Government shall not be responsible for the restocking and transportation charges. When excess products are due to an overestimate by the Government or due to a cancellation of work by the Government, the Government shall pay the Contractor for restocking and transportation charges. This restocking and transportation charge per liter shall be a Firm Fixed Price, in accordance with the rate table, to cover all costs incurred by the Contractor to restock the returned products. Transportation charges shall be paid under item in the Rate Table titled Transportation Charges.

13.1.5 Verbal or Email Orders:

Verbal or email orders may be placed by the Ordering Officer in emergency situations when a completed technical direction letter will not reach the Contractor before the date of performance. The Ordering Officer will confirm on a technical direction letter or equivalent any verbal or email order placed.

13.1.6 Cancellation of Orders:

Orders may be canceled by verbal direction of the Ordering Officer or COR only. In the event an order is canceled at least 24 hours prior to the required delivery, the U.S. Government shall not be liable for any charges. The contractor shall provide written confirmation of verbal cancellations via email to the Ordering Officer and COR. For any order canceled less than 24 hours prior to the required delivery, the ordering activity shall be responsible for cancellation costs, as negotiated under the ODC provisions. Any disagreements shall be subject to the Disputes clause (FAR 52.233-1).

13.1.7 Calculation of Quantities:

All paint and solvent quantities ordered under this contract shall be calculated using the formulas below. Quantities provided for estimating coverage shall meet the requirements for the number of coats and the dry film thickness of coats in Attachment (3) when providing estimates for required quantities.

Theoretical Coverage Rate = $1000 \times (\% \text{ Volume Solids per ASTM D-2697}) / \text{DFT (in microns)}$

Attachment (3) specifies the DFT for each coating. Use the lowest number if a range is given.

Calculate paint quantities assuming 40% for losses (i.e. multiply by 1.4)

Calculate solvents at 5% of their respective paint quantities.

13.2 TRAVEL AND SUBSISTENCE:

13.2.1 General:

Travel shall be included in the firm fixed price for travel for service calls, scheduling conferences, phase-in services, training and technical services to zones or ports listed. All other travel, to include travel to zones or ports not listed shall be in accordance with the DoD Joint Travel Regulations (JTR). Travel in these instances will be reimbursed at actual amount, no additional overhead, G&A, fees, or handling charges shall be included. Travel and Subsistence for service calls or technical engineering services outside a 50-mile radius of those locations indicated in the rate table shall be reimbursed to the Contractor in accordance with the DoD Joint Travel Regulations (JTR). Travel within a 50-mile radius must be included in the FFP set forth in the applicable item in the Rate Table.

13.2.2 Limits of Travel Reimbursement:

The Contractor shall be reimbursed for his actual costs when applicable, not to exceed the limits set forth in the JTR. Reimbursement will not be made for travel performed for the convenience of the Contractor. Per diem shall be payable only when the Contractor's personnel are required to be away from the Contractor's facilities or the employee's home overnight.

13.2.3 Limits of Per Diem Reimbursement:

Overseas travel costs per diem shall be reimbursed only if one of the following conditions exists:

- a. If the Government issues a technical direction letter requiring that a service call be conducted overseas.
- b. If travel to the work site from the Contractor's nearest office necessitates overseas travel.

13.2.4 Authorization of Reimbursable Travel:

Travel to locations other than those listed in the Rate Table must be authorized on the technical direction letter ordering said travel. If authorization is not provided on the technical direction

letter, the Contractor shall refuse to perform the ordered travel and work and shall return the technical direction letter to the ordering activity with a copy and covering explanation to:

Address: Military Sealift Command, Code N712c
Washington Navy Yard, BLDG. 210
914 Charles Morris Court SE
Washington, DC 20398-5540

13.3 LICENSES, PERMITS, AND PRECAUTIONS:

The Contractor shall, at Contractor expense, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others.

13.4 CONTRACTOR PERSONNEL:

The Contractor is hereby advised that some MSC ship overhauls may take place at Department of Defense facilities where a visitor security clearance may be required. Therefore, the Government reserves the right to request any appropriate information concerning Contractor personnel as necessary to provide security check and/or clearances to enter such facilities.

13.5 ENVIRONMENTAL OR OTHER PROHIBITIONS:

Where foreign, Federal, state or local environmental laws or other laws or regulations prohibit the application of the Contractor's product(s) at the particular destination shipyard specified in the technical direction letter, the Government may select a suitable substitute.

13.6 COLD WEATHER COATINGS:

Shipyard overhauls may occur at certain seasons and locations where ambient weather conditions for exposed painting (underwater hull and/or topsides) and tank work can be expected to fall below allowable temperature limits for normal anticorrosive coatings (4.5 degrees C). In such cases, the Government may require the Contractor to provide their cold weather substitutes (suitable for ambient temperatures down to -6 degrees C), or an additive capable of accomplishing the same purpose, for underwater hull, topsides and tank coating products, at no extra cost.

13.7 GENERAL WARRANTY (MARINE COATINGS):

13.7.1 The Contractor shall warrant against failure his products as applied by a shipyard or industrial assistance, as discussed below.

13.7.2 Warranty shall extend from time of delivery of products to two years from date of application.

13.7.3 Warranty shall extend to those surface areas where the Contractor's products are feathered or applied over any properly prepared substrate or any existing coating listed in the appropriate section of Attachment (3).

13.7.4 "Premature failure" for purposes of this contract is defined as any defect or discontinuity in the new paint film that occurs after the Contractor's representative has inspected and approved the final, cured and dried coating and pronounced it acceptable to the MSC representative. Failure includes delaminating, blistering, rust-through, dissolution, softening, flaking, cracking, peeling or any other defects in the newly applied film.

13.7.5 Premature failure does not include normal chalking, fading, staining, aging or mechanical damage that would occur once the ship has returned to service.

13.7.6 Causes for premature failure may be due to material deficiencies of the Contractor's products or improper application procedures by a shipyard; neither cause shall void this warranty except as provided below.

13.7.7 This warranty shall not be voided by improper application efforts or procedures by the shipyard unless the Contractor's on-site technical representative provides timely notice of such misapplication to the Government representative. Notice given more than eight hours after the fact shall be untimely; verbal notice may be given immediately, but it is acceptable only if it is followed by written notice within 24 hours. The notice shall clearly describe the affected areas (time, location, square footages, coatings involved), the nature of the misapplication and remedial action that must be taken to correct the problem.

13.7.8 Once the MSC representative has caused corrective action to be taken by the shipyard, then the Contractor's warranty shall be considered to be in effect. If corrective action is not accomplished then the Contractor's warranty will not apply to the affected areas.

13.7.9 The remedy for coating failures within the warranty period shall be for the Contractor to furnish, at no cost to the Government, all quantities of materials and technical representative services necessary to recoat the failed area. Materials shall be delivered to and technical services shall be performed at any location (domestic or foreign) that suits the Government's purposes. The materials shall be delivered in accordance with the required delivery schedule set forth in paragraph 11.2. In the case of antifouling coatings, in addition to the requirements above, the Contractor shall provide scamping of the underwater hull at no cost to the Government if more than twenty (20) percent of the underwater hull is heavily fouled (heavy grass, barnacles, mollusks, annelids, hydroids or bryozoa) due to poor performance of the antifouling within two (2) years of application. Exceptions will be granted by the Government on a case by case basis for ships that sit for extended periods in high growth areas.

13.8 TECHNOLOGY SUBSTITUTIONS:

13.8.1 Substitution of Products:

The Contractor shall provide the Government at least three weeks advance notice of intent to discontinue the manufacture of products under the scope of this contract. The notice shall advise the Government of its intent to discontinue, identify the product to discontinue and identify the salient characteristics of the proposed product to be substituted. Substitute products shall be provided at no additional cost to the Government.

13.8.2 Certification for Substitutions:

For each product offered as a substitute, the Contractor will certify and provide documentation to support that: 1) the functionality for the substitute product is equal to or greater than the product for which the substitute is offered; 2) the unit price for the substitute product is no greater than the unit price for the product for which the substitute is offered; 3) the maintenance price for the substitute product is no greater than the maintenance price for the product for which the substitute is offered; and 4) all support costs which are borne by the Government will be no greater as a result of the substitute product.

13.8.3 Approval for Substitution of Products:

The Government shall at its sole discretion determine the technical acceptability of any product offered as a product substitution. In the event that a product fails to meet all of the above criteria, the substitute will be considered under the changes clause with consideration for the value lost. The Government is under no obligation to accept substitute products. Pending approval of such products, the Contractor remains obligated to provide the products required under this contract.

13.8.4 Limits for Substitution of Products:

No substitutes are authorized for the first 180 days of the contract.

13.9 TECHNOLOGY IMPROVEMENTS:

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, products, software specifications or other items required for the performance under this contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. The Government is under no obligation to accept technology improvements. Pending approval of such improvements, the Contractor remains obligated to provide the supplies and services required under this contract.

13.9.1 Submittal of Technology Improvement Proposals:

The Contractor will submit a proposal that includes pricing to the Contracting Officer for evaluation. The price proposal shall reflect the same pricing strategy for the new item as was implemented under this contract for the item being replaced. The proposals will at a minimum contain the following information: 1) a description of the difference between the existing contract requirement and the proposed change with the comparative advantages and disadvantages of each; 2) itemized requirements of the contract which must be changed if the proposal is adopted with the proposed revisions to the contract language; 3) an estimate of the changes in performance or cost, if any, that will result from the change; 4) an evaluation of the effects the proposed change would have on collateral costs to the Government, such as

Government furnished property costs, costs of ship equipment maintenance, operation and conversion costs; 5) a statement of the time by which a contract modification must be issued so as to obtain the maximum benefits of the changes for the remainder of this contract including supporting rationale; and 6) any effect on contract time and delivery schedules shall be identified.

13.9.2 Implementation of Technology Improvement Proposals:

Those proposed technology improvements that are acceptable to the Government will be processed as contract modifications.

13.10 QUALITY CONTROL STANDARDS:

The Contractor shall have a Quality Control Plan to maintain the quality standards for the production of all products and services. The Quality Control Plan shall be implemented upon contract award. In the event that the Contractor proposes to comply with ISO 9000, ISO 9000 certification shall be obtained within one year of contract award.

LIST OF EXHIBITS AND ATTACHMENTS

EXHIBIT A	DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST (CDRL)
EXHIBIT B	RATE TABLE

ATTACHMENT (1)	GLOSSARY OF TERMS
ATTACHMENT (2)	STANDARDS
ATTACHMENT (3)	MSC COATING SYSTEMS APPROVED PRODUCTS LIST
ATTACHMENT (4)	COURSE CURRICULUM OUTLINE
ATTACHMENT (5)	WORLDWIDE SUPPORT REQUIREMENT
ATTACHMENT (6)	SAMPLE TRADING PARTNERSHIP AGREEMENT (TPA)
ATTACHMENT (7)	NOT USED
ATTACHMENT (8)	REQUIRED INFORMATION FOR ELECTRONIC RECEIPTING
ATTACHMENT (9)	MILITARY SEALIFT COMMAND PAINT AND COATING APPROVAL
ATTACHMENT (10)	SUBCONTRACTING PLAN

CONTRACT MIN/MAX QUANTITIES

MINIMUM AND MAXIMUM QUANTITIES.

As referred to in paragraph (b) of FAR clause 52.216-22, Indefinite Quantity of this contract, the contract minimum and maximum quantities are as follows:

(a) **MINIMUM:** The Government will issue task or delivery orders for the supplies or services specified in the contract, at the minimum amount of \$50,000.00 for the Base Period. There are no other minimums for other than the Base Period.

(b) **MAXIMUM:** The Government may place task or delivery orders for any of the supplies or services specified in the contract, provided these task or delivery orders do not exceed the maximum amount plus ten percent (10%) of the contract value (inclusive of all options).

The minimum and maximum quantities are established for the whole potential five-year life of the contract and not on a base or option level.

CONTRACT TYPE AND DURATION

CONTRACT TYPE AND DURATION

The contract type is Indefinite Delivery Indefinite Quantity under which Firm Fixed Price delivery orders will be placed. This contract is a one-year base contract with four one-year options that are to be exercised at the unilateral discretion of the Government. Travel expenses covered under the CLIN titled JTR Travel will be reimbursed at the JTR established rates. No additional fees to include but not limited to G&A, profit, overhead, etc. shall be added to travel expenses. Products will not be ordered during the first 60 days of the phase-in period.

CLIN/SUBCLIN 0001 THROUGH 0016

This contract, as awarded, contains Contract Line Item Numbers (CLINs) 0017, 0018 and 0019 and the associated Subcontract Line Item Numbers (SUBCLINs). SUBCLIN 0017AA corresponds to SUBCLIN 0017AA contained in Exhibit B. CLINs 0018 and 0019 (and the associated SUBCLINs) have been included for the purposes of providing funding to meet the minimum guarantee of the contract and stating the remaining value of the base year award, respectively. CLINs 0001 through 0016 will be incorporated in a future administrative modification as represented in Exhibit B. At that time, CLIN 0019 and SUBCLIN 0019AA will no longer be required to establish the contract value. Exhibit B, CLIN 0019 and SUBCLIN 0019AA will be deleted in that administrative modification.

SUBSTITUTION OF KEY PERSONNEL

MSC 5252.237-9801 SUBSTITUTION OF KEY PERSONNEL (AUG 1990).

- (a) **General Provision.** The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with his proposal and who are necessary to fulfill the requirement of this contract. No substitutions of key personnel shall be made except in accordance with this clause.
- (b) **Guidance on Substitutions.** During the first ninety (90) days of the contract performance period no personnel substitutions by the Contractor will be made unless substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below.

After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least fifteen (15) days in advance of the proposed substitutions to the Contracting Officer and provide information required in paragraph (c) below.

(c) Request for Substitution. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) Key Personnel Definition. The following positions are considered as key personnel:

Key personnel are listed below:

Name	Title
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)
(b) (6)	(b) (6)

(b) (6) _____

(b) (6) _____ e _____

RELEASE LANGUAGE

The parties have considered whether an equitable adjustment in the contract price, delivery, schedule or other terms and conditions of the contract is warranted by virtue of the above changes to the contract. The parties agree that no such adjustment is warranted. The parties hereby waive all right, title, and interest, if any, to such adjustment.

All other terms and conditions of the contract remain in full force and effect.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year Supplies and Services FFP Paint Supplies and Services for the period 1 May 2004 through 30 April 2005 FOB: Destination	(b) (4)	Each	\$1.00	\$(b) (4)
					MAX NET AMT
					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	First Option Year Supplies & Services FFP Paint Supplies and Services for the period 1 May 2005 through 30 April 2006. Funds will be obligated against individual task or delivery for the minimum and maximum quantities as specified in the contract. FOB: Destination	(b) (4)	Each	\$1.00	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Second Option Year Supplies & Services FFP Paint Supplies and Services for the period 1 May 2006 through 30 April 2007 FOB: Destination	(b) (4)	Each	\$1.00	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Third Option Year Supplies & Services FFP Paint Supplies and Services for the period 1 May 2007 through 30 April 2008 FOB: Destination	(b) (4)	Each	\$1.00	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Fourth Option Year Supplies & Services FFP Paint Supplies and Services for the period 1 May 2008 through 30 April 2009 FOB: Destination	(b) (4)	Each	\$1.00	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Phase-in Services FFP FOB: Destination	UNDEFINED	Each	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AA	Phase-in Services FFP 90 Days of Phase-in Services FOB: Destination	1	Each	\$(b) (4)	\$(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018 OPTION	Reserved FFP FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AA OPTION	FFP FOB: Destination PURCHASE REQUEST NUMBER: N0003341130001		Each	\$(b) (4)	\$0.00

MAX
NET AMT

\$0.00

ACRN AA

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Reserved FFP FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AA	Reserved FFP FOB: Destination			\$4,734,755.12	\$0.00
				MAX NET AMT	\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0017AA	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government

0018AA	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0019AA	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0017AA	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0018AA		0	MILITARY SEALIFT COMMAND, HEADQUARTERS 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398- 5540 FOB: Destination	N00033
0019	N/A	N/A	N/A	N/A
0019AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000
AMOUNT: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of 1 percent discount per calendar day of delay, up to a maximum of 5 days, on the cost of the number of liters delivered late. A \$500 per day discount to the Government, up to a maximum of 4 days, shall apply to late delivery of quarterly reports (CDRL A015 and A019). A \$100 discount to the Government shall apply for any week that the Weekly Delivery Order Status Report is not submitted (CDRL A018).

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the

Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

X (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **contract award** through **contract expiration** .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **19 liters**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for an item or combination of items in excess of the following:

- (1) (a) Epoxy for High Turbulence Areas in excess of 800 liters;
- (b) Epoxy (underwater hull) in excess of 32,000 liters;
- (c) Ablative Antifouling in excess of 35,600 liters;
- (d) Conventional Antifouling in excess of 1,600 liters;
- (e) Surface Tolerant Epoxy in excess of 3,200 liters;
- (f) Pedestrian Non-skid in excess of 1,200 liters;
- (g) Helo Deck Primer in excess of 2,800 liters;
- (h) Helo Deck Non-skid in excess of 26,800 liters;
- (i) Inorganic Zinc for Exterior Surfaces in excess of 3,600 liters;
- (j) Epoxy mid coat for Exterior Surfaces in excess of 18,800 liters;
- (k) Polyurethane Topcoat for Exterior Surfaces in excess of 19,200 liters;
- (l) Silicon Alkyd Topcoat for Exterior Surfaces in excess of 2,000 liters;
- (m) Primer for Interior Surfaces in excess of 1,200 liters;
- (n) Fire Retardant Chlorinated Alkyd in excess of 2,000 liters;
- (o) Fire Retardant Alkyd (Water based) in excess of 800 liters;
- (p) Marking Paint Alkyd in excess of 400 liters;
- (q) Acid Resisting Coating in excess of 1,200 liters;
- (r) Heat Resisting Coating in excess of 400 liters;
- (s) Ballast and Sanitary Tank Coating in excess of 17,600 liters;
- (t) Cargo Petroleum Tank Coating in excess of 6,000 gallons;
- (u) Feedwater/freshwater Ballast Tank Coating in excess of 4,000 liters;
- (v) Potable Water Tank Coating in excess of 1,200 liters;
- (w) Solvents in excess of 3,600 liters for each solvent offered;
- (x) Low Temperature Solvent in excess of 800 liters;
- (y) High Temperature Solvent in excess of 800 liters;
- (z) Rust Penetrating Sealer in excess of 5,600 liters;
- (aa) Surface Preparation Cleaner/Solution in excess of 4,500 liters;
- (ab) Restocking of Product in excess of 1,200 liters;
- (ac) Recycling of Product in excess of 800 liters;
- (ad) Disposal of Product in excess of 1,200 liters;

(2) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (a) through (ad) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the end of the performance period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60.

months.

(End of clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."''

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 2 years --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)