

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER WV00958Y2017	PAGE OF 1	OF 18	
2. CONTRACT NO. HSFE70-17-P-0100		3. AWARD/ EFFECTIVE DATE 10/01/2017	4. ORDER NUMBER		
5. SOLICITATION NUMBER HSFE30-17-R-0043		6. SOLICITATION ISSUE DATE 09/21/2017			
7. FOR SOLICITATION INFORMATION CALL:	8. NAME Isaac Chapple	9. TELEPHONE NUMBER (Also collect calls) 202-646-3924		10. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 6(A) NAICS-488330 SIZE STANDARD S38.5		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER OFA3 (15 CFR 706)		13b. RATING	
13. DELIVER TO Multiple Destinations	14. METHOD OF SOLICITATION <input type="checkbox"/> IREQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	15. ADMINISTERED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		16. CODE FEMA HQ	
17a. CONTRACTOR/ OFFEROR SEALIFT INC OF DELAWARE 68 WEST MAIN STREET OYSTER BAY NY 117712294	17b. CODE 178326377	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FEMA FINANCE CENTER FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604		
19. TELEPHONE NO	<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE/ORDINUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 178326377 The purpose of this contract is to lease the MV RHAPSODY for the first responders and survivors in Puerto Rico due to Hurricane Irma and Maria. Sealift Inc submitted their quote on Friday, September 22, 2017. The terms and condition of the proposal are hereby incorporated into this contract. This contract is set to have a period of performance for a minimum of 30 Days with multiple 14 day options periods. The MV RHAPSODY is schedule to be in Puerto Rico on Sunday, (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA 2017-06-4336DR-9024--2530			26. TOTAL AWARD AMOUNT (For Govt Use Only) \$8,660,000.00		
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED		ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED.		ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: DATED 09/22/2017 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 		
30b. NAME AND TITLE OF SIGNER (Type or print) Alan Adair, UP		30c. DATE SIGNED 23 SEPT 2017	31b. NAME OF CONTRACTING OFFICER (Type or print) Isaac Chapple		31c. DATE SIGNED 09/23/2017

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER WN00958Y2017T		PAGE OF 1 18	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Isaac Chapple		09/23/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	October 1, 2017 and fully operational. DO/DPAS Rating: DO-N1 Delivery: 10/01/2017 BFY: 2017 Fund Code: 06 Program: 4336DR Organization: 9024 Object Class: 2530 Fund Type: D Period of Performance: 10/01/2017 to 10/31/2017 MV Rhapsody Period of Performance is FROM: October 1, 2017 TO: October 31, 2017. Delivery Location Code: FEMA R02 FEDERAL EMERGENCY MANAGEMENT AGENCY REGION II SAN JUAN PR USA Amount: (b)(4)				(b)(4)
0002	Delivery Fee Delivery Location Code: FEMA R02 FEMA REGION II FEDERAL EMERGENCY MANGEMENT AGENCY REGION II 1 WORLD TRADE CENTER 52ND FLOOR NEW YORK NY 10007 USA Amount: (b)(4) Continued ...				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	--

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-P-0100

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

SEALIFT INC OF DELAWARE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

TERMS AND CONDITIONS

HSFE30-17-C-0208

C - Contract Clauses

52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017)

Addendum to 52.212-4

Contract Administration: The U.S. Department of Homeland Security, Federal Emergency Management Agency will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (CO) listed below. **Changes in, or deviations from, the terms and conditions of the contract shall not be effected without written modification to the order as executed by a FEMA Contracting Officer.**

C1. The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Sharrye Favron

Email: Sharrye.Favron@fema.dhs.gov

Contracting Officer's Representative/Invoicing Approval:

Name: Joshua Wert

Phone: 202-212-4333

Email: Joshua.Wert@fema.dhs.gov

Alternate Contracting Officer's Representative/Invoicing Approval:

Name: TBD

Phone:

Email

C2. Contracting Officers Representative

The Contracting Officer may designate a Contracting Officers Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revision in writing.

C3. Invoice Procedures

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services as specified in the Price/Cost Schedule.

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov, and

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not

designated at their email address.

The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

SF 1034 and 1035 instructions:

SF 1034 – Public Voucher for Purchases and Services Other than Personal

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".
- (13) Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet or contractor invoice form.

(15) SF 1035 – Continuation Sheet

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms (contractor invoice form) may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034, and description.

Quantity; Unit Price – insert for supply contracts.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable). A summary of claimed current and cumulative goods and services delivered and accepted to date. -

Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared

ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly to the FEMA Finance Center at FEMA-Finance-RecordsMaintenance@fema.dhs.gov, or to the Contracting Office.

2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

C4. DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

C5. Contract Type:

Firm Fixed Price

C6. Time of delivery:

Within One Week from Date of Award

C7. Period of Performance:

30 days with 14 day increments

52.223-5 Pollution Prevention & Right-to-Know Information (May 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-10 Waste Reduction Program. (MAY 2011)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 500 C Street Washington, DC 20742

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-3 Protest after Award. (AUG 1996)

52.242-13 Bankruptcy. (JUL 1995)

52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

52.246-16 Responsibility for Supplies. (APR 1984)

52.247-34 F.o.b. Destination. (NOV 1991)

52.249-2 Termination for Convenience

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/>.

(End of clause)

3052.209-70 Prohibition on contracts with corporate expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act,

6 U.S.C. 395(b)(1). Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(2) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (SEP2012)

As prescribed in (HSAR) 48 CFR 3012.301, insert the following clause:

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

- _____ 3052.209-72 Organizational Conflicts of Interest.
- _____ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- _____ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) *Clauses.*

- _____ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- _____ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- _____ 3052.204-71 Contractor Employee Access.
- _____ Alternate I
- _____ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- _____ 3052.209-73 Limitation on Future Contracting.
- _____ 3052.215-70 Key Personnel or Facilities.
- _____ 3052.216-71 Determination of Award Fee.
- _____ 3052.216-72 Performance Evaluation Plan.
- _____ 3052.216-73 Distribution of Award Fee.
- _____ 3052.217-91 Performance. (USCG)
- _____ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- _____ 3052.217-93 Subcontracts. (USCG)
- _____ 3052.217-94 Lay Days. (USCG)
- X _____ 3052.217-95 Liability and Insurance. (USCG)
- _____ 3052.217-96 Title. (USCG)
- _____ 3052.217-97 Discharge of Liens. (USCG)
- _____ 3052.217-98 Delays. (USCG)
- _____ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- _____ 3052.217-100 Guarantee. (USCG)
- _____ 3052.219-70 Small Business Subcontracting Plan Reporting.
- _____ 3052.219-71 DHS Mentor Protege Program.
- _____ 3052.228-70 Insurance.
- _____ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- _____ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- _____ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- _____ 3052.228-93 Risk and Indemnities. (USCG)

_____ 3052.236-70 Special Provisions for Work at Operating Airports.

3052.242-72 Contracting Officer's Representative.

_____ 3052.247-70 F.o.B. Origin Information.

_____ Alternate I

_____ Alternate II

_____ 3052.247-71 F.o.B. Origin Only.

3052.247-72 F.o.B. Destination Only.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). (8) 52.209-6, Protecting the

Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

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

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements

(MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. Chapter 67).
- (xii) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

D – Contract Documents, Exhibits or Attachments

Attachment Number	Title

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NN00491Y2018T	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SEALIFT INC OF DELAWARE ATTN JOHN RAGGIO 68 W MAIN ST STE 201 OYSTER BAY NY 117712277		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 178326377 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-17-P-0100	
		10B. DATED (SEE ITEM 13) 09/23/2017	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$3,500,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-8 -- Option to Extend Services

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178326377

The purpose of this modification is to exercise option 2 of 4 for a total of (b)(4)

This purchase order is hereby increased from: (b)(4) by (b)(4) to: (b)(4)

DO/DPAS Rating: DO-N1

Delivery: 10/01/2017

Delivery Location Code: FEMA R02

FEDERAL EMERGENCY MANAGEMENT AGENCY

REGION II

SAN JUAN PR USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Alan Adler, VP	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 11/17/2017	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Isaac Chapple	16B. UNITED STATES OF AMERICA ISAAC CHAPPLE <small>Digitally signed by ISAAC CHAPPLE DN: cn=ISAAC CHAPPLE, ou=FEMA, o=U.S. GOVERNMENT DATE: 2017.11.13 14:13:25-0500</small>	16C. DATE SIGNED 11/13/2017
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSFE70-17-P-0100/P00002

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 SEALIFT INC OF DELAWARE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 11/19/2017 to 12/02/2017 Change Item 0001 to read as follows (amount shown is the total amount): Exercise Option 2 of 4 14 day option periods Product/Service Code: 1910 Product/Service Description: TRANSPORT VESSELS, PASSENGER AND TROOP Accounting Info: 2017-06-4336DR-9024--2530 BFY: 2017 Fund Code: 06 Program: 4336DR Organization: 9024 Object Class: 2530 Fund Type: D Funded: \$0.00 Accounting Info: 2018-06-4339DR-9024--2112 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2112 Fund Type: D Funded: \$0.00 Accounting Info: 2018-06-4339DR-9024--2112 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2112 Fund Type: D Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	See Block 16C	NN00798Y2018T	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
FEMA HQ	FEMA HQ	FEMA HQ	FEMA HQ
FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRIME:		(x)	9A. AMENDMENT OF SOLICITATION NO.
SEALIFT INC OF DELAWARE ATTN JOHN RAGGIO 68 W MAIN ST STE 201 OYSTER BAY NY 117712277			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSEF70-17-P-0100
			10B. DATED (SEE ITEM 13)
CODE 178326377	FACILITY CODE		09/23/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$12,485,000.00
2018-06-4339DR-9024--2112

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-8 -- Option to Extend Services

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178326377

The purpose of this modification is to exercise option 3 for a total of \$12,485,000.00.

This purchase order is hereby increased from: \$15,660,000.00 by (b)(4) to:

(b)(4)

DO/DPAS Rating: NONE

Delivery: 12/03/2017

Delivery Location Code: FEMA

FEDERAL EMERGENCY MANAGEMENT AGENCY

BFY: 2018 Fund Code: 06 Program: 4339DR

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Isaac Chapple	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	12/19/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSFE70-17-P-0100/P00003

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NAME OF OFFEROR OR CONTRACTOR
 SEALIFT INC OF DELAWARE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Organization: 9024 Object Class: 2112 Fund Type: D FOB: Destination Period of Performance: 11/19/2017 to 12/02/2017 Add Item 0003 as follows: Extension of Gemini berting Vessel until FROM: December 3, 2017 TO: January 26, 2018. Period of Performance: 12/03/2017 to 01/26/2018				12,485,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NN00336Y2018T	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRIME: SEALIFT INC OF DELAWARE 68 WEST MAIN STREET OYSTER BAY NY 117712294		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 178326377 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSEF70-17-P-0100	
		10B. DATED (SEE ITEM 13) 09/23/2017	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,500,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-8 -- Option to Extend Services

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178326377

The purpose of this modification is to exercise option 1 of 4 for a total of \$3,500,000.00.

This purchase order is hereby increased from: (b)(4) by (b)(4) to:

(b)(4)

DO/DPAS Rating: DO-N1

Delivery: 10/01/2017

Delivery Location Code: FEMA R02

FEDERAL EMERGENCY MANAGEMENT AGENCY

REGION II

SAN JUAN PR USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Isaac Chapple	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE70-17-P-0100/P00001

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NAME OF OFFEROR OR CONTRACTOR
SEALIFT INC OF DELAWARE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 11/01/2017 to 11/14/2017 Change Item 0001 to read as follows (amount shown is the total amount): Exercise Option 1 of 4 14 day option periods Accounting Info: 2017-06-4336DR-9024--2530 BFY: 2017 Fund Code: 06 Program: 4336DR Organization: 9024 Object Class: 2530 Fund Type: D Funded: \$0.00 Accounting Info: 2018-06-4339DR-9024--2112 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2112 Fund Type: D Funded: \$3,500,000.00				(b)(4)