



CGS PURCHASE ORDER/WORK ORDER TERMS AND CONDITIONS: FOR GOVERNMENT ASSOCIATED CONTRACTS

A. GENERAL PROVISIONS APPLICABLE TO ALL GOODS AND SERVICES.

Crowley Government Services, Inc. (“Buyer” or “CGS”) reserves the right to award a Purchase Order under this Contract to Seller/Contractor on a firm-fixed-price basis offering “best value” and covering all or any part of the materials/services mentioned in the Purchase Order. The Buyer has the right to reject quotations or waive any irregularities therein. It is understood and agreed that these terms and conditions apply to the sale of goods/materials and/or the supply of services to Buyer, its vessels, equipment, and/or other property. Buyer warrants that no apparent organizational conflict of interest or improper affiliations exist between it and its subcontractors, and Seller, in turn, warrants the same. Payment terms are 30 days upon receipt of a valid invoice.

GOVERNMENT SUBCONTRACT:

This Contract is entered into by the Buyer and Seller in support of a US Government contract, with the Buyer as the Prime Contractor, not an agent for the US Government. The specific Prime Contract Number can be found referenced on the first page of the Purchase Order.

1. Definitions:

“Best Value” Per FAR 2.101 means the expected outcome of an acquisition that, in the Government's estimation, provides the most significant overall benefit in response to the requirement.

“Buyer” means Crowley Government Services Inc. (CGS), a subsidiary of Crowley Maritime Corporation (Crowley).

“Commercial Item” means a commercial item defined in FAR 2.101.

“Contract” means this Contract.

“Contractor” means Seller, as used in this document, acting as the immediate (first-tier) subcontractor to the Buyer.

“Flow Down clauses” means those per FAR 52.252.2 below. In each clause so incorporated, substitute “Buyer” for “Government” and “Contracting Agency” and “Buyer's Procurement Representative” for “Contracting Officer” and “Contractor” means Seller throughout.

“Goods/Materials” means non-personal property of every type, kind, and description described explicitly in the Purchase Order and/or work specification.

“Owner” means the ultimate consumer or US Government, and all rights, benefits, and remedies conferred upon Buyer by this Contract shall also accrue to and be available to and are for the express benefit of Buyer and Owner.

“Prime Contract” means the Contract between Buyer and the US Government or between Buyer and its higher-tier Contractor in support of a contract with the

US Government.

“Property” means the Vessel, its appurtenances, and any equipment and/or other items of the Owner or Buyer for which Seller is to provide goods or services.

“Seller” means sub-contractor or vendor hereunder.

“Services” means all design, delivery, installation, inspection, and testing specified or required to furnish the goods and/or provide the repair, improvement, and/or other Work as described explicitly in the Purchase Order and/or work specification.

“Subcontract” means any contract placed by Buyer with Seller or their lower-tier subcontractors under this Contract and includes a transfer of commercial items between the parties' affiliates or subcontractors at any tier.

2. **Entire Agreement:** This Contract and any attachments hereto or referred to specifically herein constitute the whole Agreement between the parties concerning the subject matter hereof. Seller's acceptance of any Order is limited to the terms and conditions hereof. Any written confirmation, or any oral understanding upon which this Contract may be based, containing proposals or terms additional to or different from those set forth herein are not binding on Buyer unless expressly agreed to in writing.
3. **Changes in Order:** Buyer shall have the right to order changes from time to time in the performance required of Seller, and Seller shall, without delay, conform to any such change order. In the event of any such changes, the prices or times of performance, or both, shall be adjusted within reasonable and appropriate limits; provided, however, that Buyer shall have no obligation to pay and the right to refuse payment of any claim by Seller for an increase in price, or performance period required which is not received by Buyer in writing within ten (10) calendar days after the date the change is ordered. Seller shall make no change in the performance required by this Contract except such change as specified in writing and signed by an authorized buyer representative.
4. **Acceptance of Shipments and Inspection:** All goods and services covered by this Contract are subject to inspection by Buyer at any time or place and may be rejected if not strictly in accordance with all terms, conditions, and provisions herein contained or attached or required by class. Payment for shipments and/or progress payments for Work in progress shall not constitute acceptance thereof, and defective shipments or performance and/or shipments not in accordance with this Contract will, at the Buyer's option, be held for Seller's instructions at Seller's risk, or will be returned to Seller. The Seller will be responsible for transportation charges on returned shipments both ways. Any prior payment made by Buyer on such rejected goods or services shall be immediately refunded, and the rejected goods or services shall not be replaced or re-performed without a new Contract from Buyer. At Buyer's option, inspection and tests before delivery may be made by Buyer or Buyer's customers at Seller's premises or elsewhere, at reasonable times and places, and Seller will provide sufficient safe and proper facilities for such inspection or testing; but, notwithstanding such inspection and tests, or inspections and tests made prior to the issuance of this Contract, the goods and services covered by this Contract are subject to rejection upon final test, inspection and use upon delivery to the premises of Buyer and Owner. The Buyer's count shall be accepted as final on all shipments, whether or not a packing list accompanies them.
5. **Permits and Approvals:** All necessary permits, bonds, testing, inspection, and approval of materials or workmanship by the proper authorities will be provided and arranged by the Seller at no additional cost to the Buyer unless authorized herein.
6. **Performance and Waivers:** Any waiver by Buyer of strict performance concerning any of the terms,

conditions, or provisions of this Contract must be in writing, executed by Buyer to be effective, and such waiver shall not be deemed a waiver of Buyer's rights to insist upon strict performance of all portions of this Contract not waived, and strict performance thereafter of provisions presently waived.

7. **Default:** Buyer reserves the right to cancel this Contract in its entirety, or in part, on account of defects in materials, workmanship, or quality, or if the Seller fails to comply with or perform any of the terms and conditions, provisions, promises or warranties of this Contract, or any Government requirements or regulations, to include violations of US policy. Seller shall also be liable for all damages and costs of Buyer resulting from such default or violations, regardless of any action taken or not taken by Buyer to cancel this Contract entirely or in part.

8. **Compliance with Laws:** Seller shall comply with all applicable laws, policies, and regulations of government authorities, including, among other things, Executive Order 11246, as amended, 38 USC 2012 on the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Part 60-1 through 60-60, 60-250, and 60-741, matters involving the Civil Rights Act of 1964, wages, hours, materials, race, color, sex and creed of workmen, price regulations and renegotiation provision, and other matters, whether or not explicitly mentioned herein. Seller shall comply with the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), 22 USC 7102, and of the Occupational Safety and Health Act of 1970, the standards and regulations issued there under, and all pertinent State occupational safety and health laws such as "Right-to-Know" Regulations. Hazard communication information such as complete Material Safety Data Sheets (MSDS) shall be supplied to Buyer for all hazardous materials. Seller further agrees to indemnify and hold Buyer harmless for any loss, damage, fine, penalty, or expense whatsoever due to Seller's failure to comply with such laws and regulations. Seller further represents and warrants that all goods provided under this Order shall not contain asbestos and are in compliance with SOLAS Regulation II-1/3-5.

CERTIFICATIONS AND REPRESENTATIONS. Seller makes specific certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer, providing oral offers/quotations at the Buyer's request, or accepting any Contract, Seller certifies to the representations and certifications set forth herein. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Order, Agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer, Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations. Seller represents and warrants that the Work provided under this Contract constitutes a "Commercial Item" as defined in FAR 2.101.

Federal Contractual Requirements:

- 1) 52.204-10, Reporting Executive Compensation and First-tier Subcontract Awards (Jun 2020), In accordance with FAR 52.204-10, Executive Compensation and First-Tier Subcontract Award data will be provided to the Federal Funding Accountability and Transparency Act Sub-Award Reporting System (www.fsrs.gov) for orders valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award (currently \$30,000.00) including the following information, as required.

- 2) 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

- 3) 52.204-26 Covered Telecommunications Equipment or Services-Representation.

- 4) 52.215-23 Limitations on Pass-Through Charges.

- 5) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. Basic (May 2014) (Current). Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.
- 6) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. Basic. (May 2014) (Current) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute.
- 7) 52.223-6, Drug-free Workplace (May 2001).
- 8) 52.225-2, Buy American Certificate (Oct 2022).
- 9) 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.
- 10) 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification.
- 11) 52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.
- 12) 52.244-6, Subcontracts for Commercial Products and Commercial Services.

(a) Definitions. As used in this clause—

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or

Statements (Jan 2017).

- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
- (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vii) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (viii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (ix) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- (x) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
- (xi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
- (xii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).
- (xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xvii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f). (B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xviii) 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. Subtitle A, Part V, Subpart G Note).

- (xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

13) 252.239-7009 Representation of Use of Cloud Computing.

14) 252.247-7022 Representation of Extent of Transportation by Sea.

- 9. Time:** Time is hereby declared to be as of the essence of this Contract.
- 10. Drawings:** Seller shall furnish for the approval of Buyer all shop drawings as Buyer may require, and all workmanship and materials shall strictly follow the approved drawings. All plans, specifications, and drawings provided by Buyer to Seller in connection with this Contract or provided by Seller, especially for performance hereunder, shall be the property of Buyer and may not be used at any time by Seller for any other purpose.
- 11. Assignment and/or Subcontracting:** Seller may not assign or subcontract any portion of its obligations under this Contract nor assign or otherwise transfer any monies due or to become due hereunder without first obtaining the written consent of Buyer. In any event, Seller must remain fully responsible for the performance of all subcontractors or assigns.
- 12. Advertising:** Seller shall not, without first obtaining the written consent of the Buyer, in any manner advertise or publish in any media the fact that Seller has either contracted to furnish or has sold to Buyer the goods or services herein mentioned.
- 13. Indemnity:** To the extent permitted under law, Seller shall indemnify, hold harmless, and defend Buyer from and against any and all suits, legal proceedings, claims, demands, damages, costs, and expenses of whatsoever kind or character (including, but not limited to, reasonable attorney's fees and expenses) arising out of or in a way related to any injury (including death) or damage to any persons or property in any manner, caused or occasioned by any defect in the goods or services or any act, omission, fault, negligence or default of any person, firm, corporation or other entity (including but not limited to, Seller, Buyer or anyone acting on their respective behalf's), in connection with or incident to this Contract or work to be performed hereunder, even if the same be, or is alleged to be, due to the sole active negligence of Buyer or anyone acting on its behalf. Indemnification for Defective Pricing – If the Buyer is subject to any liability as a result of a failure of the Seller to comply with the requirements of FAR 52.215-12 and 52.215-13, the Seller agrees to indemnify and hold harmless Buyer to the full extent of any amount claimed by the Government, from and against any loss, damage, liability, or expense (including reasonable attorneys' fees), resulting from such failure. Furthermore, Seller agrees that the Federal Statute of Limitations shall apply in any action brought hereunder.
- 14. Termination:** Buyer may terminate this Contract, in whole or in part, at any time and for any reason whatever, by written or telegraphic notice, stating the extent and effective date of such termination. Upon receipt of notice, Seller will, as and to the extent directed by Buyer, stop Work under this Contract and the placement of further orders or subcontracts hereunder, terminate Work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which

Buyer has or may acquire any interest. Buyer's sole liability to Seller in case of termination shall be reimbursement of Seller's expenses incurred up to and including the date and time of termination. Similarly, due to Government activation requirements, the Buyer may have to postpone or interrupt service or delivery, in which event the terms of this clause and 20 below will apply.

- 15. Consequential Damages:** In no event shall Buyer be responsible for indirect or special damages including without limitation extra expense, loss of use of property, delay or damages consequential upon loss of use, whether resulting from negligence, strict liability or breach or otherwise, even if the possibility of such damages is foreseeable.
- 16. Taxes:** Unless otherwise expressly provided on the face of this Contract, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the quoted price, and Buyer shall have no liability to pay Seller any amount in excess of the said price specified herein.
- 17. Extension of Benefits:** All exceptions, exemptions, defenses, immunities, limitations of liability, privileges, and conditions granted or provided by this Contract to the benefit of Buyer shall also apply to and be for the benefit of Owner and all corporations parent of, subsidiary to, affiliated with or under the same management as Buyer, as well as all directors, employees, and agents of said entities.
- 18. Security Requirements:** All Sellers and subcontractor personnel must hold Federal TWIC cards for all employees requiring access to ports or vessels. Personnel who do not have TWIC cards will face delays or be denied access beyond the Buyer's control and responsibility. The Seller will bear any such security delays or expenses. The following link will provide information on how to obtain a TWIC card:
<https://www.tsa.gov/for-industry/twic>

CGS vessel security plan requirements, as approved by the US Coast Guard, necessitate that non-TWIC holders will be escorted by TWIC-holding individuals at a ratio of one (holding) to five (non-holding). TWIC holders accomplishing escort duties will be supervisory management or lead trade representatives of contracted vendor organizations.

Vendors will be required to submit specific personal information for employees attending vessels to be screened/vetted to meet the Government background check requirements prior to access to the Vessel (s).

19. Law and Jurisdiction/Dispute Resolution:

- a. This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the general maritime law of the United States (and to the extent inapplicable, interstitially, by the laws of the State of New York, without regard to its choice of law and conflict of laws rules), except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government.
- b. Buyer and Seller agree to timely notify each other of any claim, counterclaim, demand, cause of action, Dispute, or any other controversy arising out of or in any way relating to this Contract or the subject matter of this Contract (each a "Dispute"), and to negotiate in good faith to resolve any such Dispute.
- c. All Disputes which are not disposed of by mutual Agreement in accordance with

subparagraph (b) above within six (6) months may be decided by recourse to mediation, arbitration, or an action at law, in equity or in admiralty in accordance with subparagraphs (d) and (e) below. Until the final resolution of any such Dispute, Seller shall diligently proceed with the performance of this Contract if so directed by Buyer.

d. With respect to any Dispute involving the Owner arising out of or in any way relating to the terms, performance, conditions or interpretations of the Prime Contract, Seller agrees to be bound to Buyer and Owner in the same manner and to the same extent as Contractor is bound to Owner under the terms of the Prime Contract, including any and all litigation, arbitration, determinations, orders, judgments, and decisions authorized therein. In any such arbitration or other proceeding wherein the Owner is a party, Seller agrees, at the request of Buyer, to prepare and present Buyer's case, at Seller's expense, to the extent the proceedings relate to this Contract.

e. Any other Disputes shall be resolved by binding arbitration. A Dispute must be resolved through arbitration regardless of whether the Dispute involves claims that this Contract is non-arbitrable, unlawful, unenforceable, void, or voidable or involves claims under statutory, civil, or common law. The validity, construction, and interpretation of this Agreement to arbitrate and all other procedural aspects of the arbitral tribunal shall decide the arbitration conducted pursuant hereto. The arbitration shall be conducted under the arbitration rules (the "Rules") of the American Arbitration Association (the "AAA") and administered by the AAA. Three neutral arbitrators shall conduct the arbitration. The claimant shall appoint an arbitrator with its demand for arbitration, and the respondent shall appoint an arbitrator with its answering statement. The two-party-appointed arbitrators shall appoint a third arbitrator to chair the arbitration. If the party-appointed arbitrators cannot agree upon a third arbitrator within 15 days of the appointment of the second arbitrator, or if a party does not appoint an arbitrator, then the remaining arbitrator(s) shall be appointed per the Rules. The arbitration shall be held in New York, New York, and conducted in English. The award shall be final and binding and may be enforced by any court of competent jurisdiction. The parties agree that service of process may be accomplished in any enforcement action by using the notice provisions of this Contract or any other means authorized by law. The parties agree that the award may be enforced in any jurisdiction where the party against whom the award is sought to be enforced has assets that may be available to satisfy the award, and they waive any objections they may have to personal jurisdiction, venue, or inconvenient forum for any action brought in those jurisdictions. The arbitral tribunal is authorized to award the costs of the arbitration, including reasonable costs and attorneys' fees, to the prevailing party. The award shall include pre-judgment interest at the discretion of the arbitrators, and interest shall accrue until the date the award is paid in full. If a court enters judgment on an award, thereafter, interest shall accrue at the statutory rate applicable to judgments entered by such court. Any arbitral award issued pursuant hereto may be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, or, if that Convention is not applicable, then pursuant to the Inter-American Convention on International Commercial Arbitration. Notwithstanding the foregoing, should one party fail or refuse to Arbitrate, the other shall have the right to file suit in the United States District Court of the Southern District of New York, located in Manhattan, to seek legal redress.

20. Waiver of Maritime Liens: Neither Seller nor any of its subcontractors shall be entitled to a maritime lien upon the Vessel: The Seller agrees that nothing in or contemplated by this Contract creates or shall be construed to create any right to assert a maritime lien on the Vessel or to bring an action under the Public Vessels Act, 46 U.S.C. app 791 et seq. or the Suits in Admiralty Act, 46 USC app 741, et seq.

Seller further agrees that this Contract between Buyer and Seller creates no privity between itself and Owner and that it relies solely on the Buyer's credit for payment hereunder. Seller agrees that it is not

authorized by either Buyer or Owner to enter into contracts on behalf of the Government or the Vessel, nor is the Seller entrusted with the management of the Vessel or authorization to pledge the credit of the Vessel. Accordingly, Seller shall indemnify and hold harmless the Government, its agencies and instrumentalities, and Buyer against all suits, actions, claims, costs, or demands against the Government, its agencies and instrumentalities, and Buyer, for which the Vessel and its Owner may be subject under this Contract.

Seller agrees to include and require inclusion of this clause, suitably modified to identify the parties, in all subcontracts at any tier for Goods/Materials, supplies, or services. Buyer shall cause all its subcontractors to execute similar waivers.

- 21. Clauses:** This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. This Contract is expressly subject to the FAR clauses provided as EXHIBIT 'A', whether otherwise flowed down by operation of law. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>.

Certification. By accepting this Contract, the offeror hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract.

- 22. Force Majeure:** Buyer shall not be liable for default or delay caused by any occurrence beyond its control including, but not limited to, acts of God, preparation for war, war, naval or military intervention, intervention of naval or military executives or other agencies of Government, terrorism, acts of terrorism, blockade, sabotage, vandalism, insurrection, storms, floods, earthquakes, fires, strikes, delays of common carriers, and requisitioning of the Vessel by any government or agency thereof (including Turbo or other activations). In the event the Seller is delayed in, or prevented from completing the Work, or any portion thereof, by reason of any of the foregoing occurrences, the Buyer shall have no liability for any expenses or loss incurred by the Seller by reason thereof.

23. ADDITIONAL PROVISIONS APPLICABLE ONLY TO GOODS:

The following terms and conditions shall apply to contracts for the supply or provision of Goods or Materials hereunder:

Title: Title and risk of loss to the Goods shall pass to Buyer upon Buyer's acceptance of delivery at the Vessel or place specified. Shipping tickets and/or packing slips must show in detail any Goods shipped and must accompany all deliveries, which must be signed for by the Master, Chief Engineer or Port Engineer.

Crating, Cartage, Storage: No charges will be accepted by the Buyer for crating, boxing, cartage, storage or like services, unless specifically agreed to in writing prior to shipment of the Goods hereunder.

Warranties: Seller warrants clear and merchantable title to the goods free of any security interest, lien or encumbrance and agrees to indemnify Buyer against all liability for patent, copyright or other infringement on account of sale and use of the goods. Seller further warrants that the goods shall be of merchantable quality and as specified and be fit for the intended purpose. All implied warranties of the Uniform Commercial Code and warranties implied by usage of trade are reserved by Buyer and incorporated herein.

Specialty Metals: Any specialty metal as identified in the Defense Federal Acquisition Regulations Supplement under Clauses 252.225.7008 and 7009 delivered under this Contract shall be melted or produced in the United States or outlying areas.

Transportation Costs: Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If this Contract calls for payment of any transportation costs by Buyer, Buyer shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be responsible for and shall pay any excess transportation costs arising from Seller's failure to make delivery to the FOB point or to follow shipping instructions furnished by Buyer.

ADDITIONAL PROVISIONS APPLICABLE ONLY TO SERVICES:

The following terms and conditions shall apply to the provision of Services hereunder.

Manner and Materials: Seller shall perform any and all services for the Buyer and to the property in a workmanlike manner and in compliance with CGS Standing Orders and CGS Contractor Safety document at the location designated by Buyer in accordance with the specifications of Buyer and/or Class. All plans, drawings, materials, machinery, equipment, outfitting, and workmanship involved in the performance of the services shall be supplied by the Seller and shall be of a quality conforming to the best commercial practice for property of this type. If there should be any conflict between the provisions of any of the aforesaid documents and the Specification, the Specification will prevail.

Warranties:

Seller shall keep the property free and clear of all liens, security interests, encumbrances and claims of every nature, including statutory and maritime liens in favor of workman, materialmen, subcontractors, or others arising by, through or under Seller. Seller shall discharge all such liens and other claims at once. Seller hereby waives all liens, whether possessory or otherwise, in its favor which would otherwise attach to the property or connect to or cause a lien against the Government.

Seller shall correct to the satisfaction of Buyer all defects in workmanship or in materials furnished by Seller hereunder, which developed within a period of one year or other longer period as may be specified by the manufacturer, after completion of the Services.

Care of the Property: During the term of this Contract, Seller shall protect the property from any and all damage. At all times while the property is on Seller's premises, Seller shall assume all risk of damage to or loss of the property (or of any machinery, equipment, materials, and outfitting obtained or intended for the property) from any cause whatsoever except acts of God or the sole negligence of Buyer.

Invoices: Due to the expiration of government funds, all invoices must be received within three months of performance to be processed for payment, and the Buyer expressly reserves the right to refuse to pay any stale or invalid invoices. Expediting the invoicing process will not be an excuse to accept less than adequate-invoices. Partial payments may be made on a case-by-case basis in the Buyer's sole discretion. Goods and/or Material invoices shall be submitted immediately, with proof of delivery. Invoicing Instructions are provided as 'EXHIBIT B.'

Insurance Requirements: Seller, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Agreement the following insurance coverages which shall apply independently of indemnity obligations contained within these Terms and Conditions.

Workers Compensation insurance or local equivalent as required by law for all employees, agents and subcontractors of Seller; and, Employer's Liability insurance in an amount not less than \$1,000,000 each accident. Such insurance shall provide coverage in the location in which the Work is performed and the location in which the Seller is domiciled. If there is an exposure of injury or illness under the U.S.

Longshore and Harbor Workers Compensation Act (including the Defense Base Act (DBA) and Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, Seller agrees to maintain insurance for such injuries or illnesses, and to provide evidence of such insurance as applicable.

Defense Base Act (DBA), in accordance with FAR 52.228-3, applies to all employees, agents and subcontractors of Seller working outside of the continental United States, Alaska or Hawaii. For a list of countries waived from this requirement, go to:

http://www.acq.osd.mil/dpap/cpic/cp/waivers_for_defense_base_act_insurance.html

Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury and contractual liability, with watercraft exclusions deleted and “in rem” coverage as may be applicable at a minimum limit of \$1,000,000 any one accident or occurrence.

Automobile Liability insurance, covering Seller’s owned, rented, leased, non- owned and hired vehicles; Limits of liability not less than \$1,000,000 any one occurrence.

As applicable:

- a. If Consulting Services are being performed under this Agreement: Professional Liability/ Errors & Omissions Liability insurance with limits not less than \$5,000,000 any one occurrence.
 - b. With respect to the delivery of fuel or other hazardous products, or waste disposal operations performed by Seller: Pollution insurance or Environmental Impairment insurance with limits of liability not less than \$5,000,000 per occurrence, and any other public liability or environmental impairment coverage required by Federal, State or local regulatory authorities.
- a. Should the Services supplied under this Agreement include use of Seller’s vessels:
- i. Protection & Indemnity insurance to be evidenced through a full entry with an international P&I Club, including collision liability, tower’s liability, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, removal of wreck, etc., subject to a minimum limit of liability of \$5,000,000 any one accident or occurrence. Alternatively, if a full entry in an international P&I Club is not available or applicable, maritime liability coverage should be evidenced on an SP-23 form or equivalent including collision liability, tower’s liability and third-party statutory liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, wreck/debris removal, subject to a minimum limit of liability of \$5,000,000.
 - i. If the performance of the Work requires the use of any aircraft that are owned, leased, rented or chartered by Seller or any of its subcontractors, Aircraft Liability or Non-Owned Aircraft Liability insurance shall be maintained, as applicable, with a minimum limit of \$5,000,000 per occurrence, including passengers and crew.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against Buyer, (and the Vessel if applicable), and shall contain an “In Rem” endorsement.

All other policies shall be endorsed to name Buyer, its parent, subsidiary or affiliated companies and their shareholders, officers, directors, agents and employees (and the Vessel if applicable) as Additional Insureds with a Waiver of Subrogation.

Seller shall endeavor to provide Buyer with copies of actual policy endorsements, which evidence compliance with the following cancellation provisions: "the Insurer will provide immediate written notice of such cancellation to the additional insureds indicated on the certification of insurance within thirty (30) of the date of cancellation, or in the case of non-payment of premium, at least ten (10) days written notice of cancellation". Such notifications from the Insurer or Seller's broker can be sent via electronic mail at the address indicated below. In the event of any such cancellation, either with or without Notice from the Insurer, Seller shall undertake to immediately rectify the deficiency with its cancelling insurer, or alternatively, with a qualified replacement insurer, followed by the provision of the revised Certificate of Insurance. In any case, should Seller fail to provide the endorsements, and/or its insurers fail to provide cancellation notices, then in accordance with Clause A. 13 above, Seller will fully indemnify Buyer for any loss sustained due to the absence of the required insurances.

In no event shall the amount or scope of insurance described herein place any limitation on the liability assumed by Seller, and should Seller maintain insurance limits higher than the limits listed above, Buyer shall benefit from those higher limits. Seller shall require their subcontractors performing hereunder to maintain insurance of the types and amounts required of Seller. Policies of Seller shall be primary to any insurance carried by or available to Buyer and any "other insurance" clauses under Seller's policies shall be amended accordingly. Should Seller fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, Seller shall pay to Buyer all losses and indemnify Buyer against all claims and demands which would otherwise have been covered by such insurance. Irrespective of the requirements as to insurance to be carried by Seller or their subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Seller of any of its obligations.

Such insurance shall be written with Insurers carrying no less than a "B" rating from A.M. Best's. Commencement of operations without receipt of the required Certificates of Insurance shall not constitute a waiver of the obligation of the Seller to maintain the required insurance coverages. Provide Buyer with Certificates of Insurance (at the following address):

Crowley Government Services, Inc.
Attn: Risk Management Department
9487 Regency Square Boulevard Jacksonville, FL 32225
Email: vendor.insurance@crowley.com
Fax: (904) 805-1639

Independent Contractor: Seller shall determine the manner and method of performing the services and shall operate as an independent contractor and not as an agent or employee of Buyer or Owner.

Nature of Work: The nature and location of the Services and all conditions which may affect its completion have been carefully inspected and considered by Seller, who assumes all risk of loss and unanticipated expense, however, caused and whether or not foreseeable.

Safety, Health, and Environmental: Seller shall refer to and comply with the Contractor Safety and Environmental Requirements incorporated and made a part hereof.

Travel: Travel expenses shall be included in all proposals/quotations/change orders and shall be fully

supported by receipts when invoicing for payment.

Costs cannot exceed the minimum per diem rates listed on the website(s) CONUS: [Per Diem Rates | GSA](#); OCONUS: [Joint Travel Regulations | Defense Travel Management Office \(dod.mil\)](#)

Per the GSA and JTR the reimbursable costs for the first and last travel days are limited to 75% of costs. NO MARKUPS ARE ALLOWED.

Time and Material Service Orders: Normally, any and all Contracts will be issued as firm fixed-price items on a “best value” basis. If agreed to in advance in writing and the purchase order states "Time and Material work," the Contractor is to provide the following with their invoice:

- a) Time Sheets were signed by the chief engineer for hours worked.
- b) Itemized list of material used or provided.
- c) Sign off from the appropriate Crowley representative that the Work has been completed to his/her satisfaction.

Cost-plus-a-percentage-of-cost contracting: Note that FAR 16.102 prohibits the cost-plus-a-percentage-of-cost contracting system for any Contract supporting government contracts.

Updated: February 12, 2024

Clause No	Alternate	Version	Title	Applicability	Required Under \$250k and above	Only Required Over \$250k	Full Text Required	Flow down Requirement	Required for Commercial Procurements	Full Text
52.203-12	Basic	Jun-20	Limitation on Payments to Influence Certain Federal Transactions.	Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.	When Applicable		X	Mandatory		FULL TEXT
52.203-12	Basic	Oct-10	Limitation on Payments to Influence Certain Federal Transactions.	Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.		X		Mandatory	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Nov-21	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)	X	FULL TEXT
52.203-13	Basic	Apr-10	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Jun-20	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X		Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Oct-15	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X		Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-15	Basic	Jun-10	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	Use the clause at 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 in all solicitations and contracts funded in whole or in part with Recovery Act funds.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.203-16	Basic	Dec-11	Preventing Personal Conflicts of Interest.	The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts— (1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
52.203-17	Basic	Apr-14	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	As prescribed in 3.906, The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights, in all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900 (a)).		X		Mandatory		ARCHIVE NOT AVAILABLE
52.203-17	Basic	Jun-20	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	As prescribed in 3.906, The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights, in all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900 (a)).		X	X	Mandatory		ARCHIVE NOT AVAILABLE
52.203-19	Basic	Jan-17	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	When using funding subject to the prohibitions in 3.909-1(a), the contracting officer shall— (b)(1) Include the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements, in all solicitations and resultant contracts, other than personal services contracts with individuals. (2) Modify existing contracts, other than personal services contracts with individuals, to include the clause before obligating FY 2015 or subsequent FY funds that are subject to the same prohibition on internal confidentiality agreements or statements.	When Applicable		X	Mandatory	X	FULL TEXT
52.203-6	Basic	Jun-20	Restrictions on Subcontractor Sales to the Government.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)		FULL TEXT
52.203-6	Basic	Sep-06	Restrictions on Subcontractor Sales to the Government.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
52.203-7	Basic	Jun-20	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		FULL TEXT
52.203-7	Basic	May-14	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		ARCHIVE NOT AVAILABLE
52.203-7	Basic	Oct-10	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		ARCHIVE NOT AVAILABLE