

36241-998-0195, Rev. H, 05-Apr-2022

General Requirements - HEOC Ferry

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Title	General Requirements are applicable to all purchase orders issued
Applicability	<p>These Flow Downs are the minimum set of requirements that shall apply to each Vigor supplier for the WSF HEOC Ferry Project.</p> <p>It is the responsibility of each Supplier to Flow Down these terms to each of the Supplier's sub-tier Subcontractors, Suppliers, Manufacturers, and/or Specialized Service providers.</p>
Definitions	<p>To the extent utilized, the following definitions of terms apply to the entire Purchase Order:</p> <p>Vendor Drawings shall mean drawings provided by subcontractors and suppliers of the VIGOR to show details of manufactured pieces of equipment or systems.</p> <p>Approved marine construction and repair practices refers to Contract Work consistent with those soundly conceived and engineered details, plans, and practices which have proven to be effective and reliable in the maritime industry for seaworthy vessels, which will meet the details and performance requirements of the Contract and which are required to obtain and/or maintain approval or certification of all Authoritative Agencies. However, approval by any Authoritative Agency does not imply acceptance by WSF, nor does it necessarily mean "approved marine construction and repair practices".</p> <p>Authoritative Agencies or Regulatory Agencies shall mean, with respect to any particular aspect of the Contract Work, any governmental or governmental invoked agency including, but not limited to: the Institute of Electrical and Electronics Engineers (IEEE), United States Coast Guard (USCG), United States Public Health Service (USPH), Centers for Disease Control and Prevention (CDC), Federal Communication Commission (FCC), Federal Highway Administration (FHWA), United States Net and Gross Tonnage Admeasurements (USNGTA), Underwriters' Laboratories (UL), Washington State Department of Labor and Industries (WSL&I), U.S. Department of Labor (DOL), and others like the Classification Society, Illumination Engineering Society, etc.; (i) whose approval may be required to fulfill the obligations of the Contract; (ii) which have promulgated relevant Regulations; (iii) which are referenced by this Contract, the Technical Specification, or the Drawings, directly or indirectly; or (iv) which in any other manner has authority with respect to the Contract Work and the Vessel.</p> <p>Contract Work shall means all obligations to be fulfilled by Supplier pursuant to the Contract including, as applicable, furnishing the Goods and performing Services, all as described in the Contract and the applicable drawings, specifications, functional and/or technical requirements of the Goods and Services referenced in the Contract.</p> <p>Days shall mean calendar days unless otherwise stated.</p>
Definitions (continued)	<p>The terms "hazardous materials" or "hazardous substances", as used herein, means any hazardous, toxic, radioactive, or infectious substance, material or waste as defined, listed or regulated under any federal, state or local law, statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Hazardous Waste Management Act, RCW Ch. 70.105, the Model Toxic Control Act, RCW Ch. 70.105D, and any similar or comparable federal, state, or local law. The terms "hazardous materials" or "hazardous substances" also include, without limitation, petroleum oil and any of its fractions.</p> <p>Or Equal - An "or equal" product is one which exhibits, among other things, both a size and weight of substantial similarity to the listed item as to ensure that no adjustment to the equipment arrangement would be required to accommodate the products inclusion as a substitute into the Vessel(s), and which has equivalency in characteristics, material standards, performance, reliability, maintainability, quality of workmanship, integration with interfacing ship systems/components, and other salient features as the product identified in the Contract and which fulfills the requirements thereof. The total performance of the "or equal" product will be such that its use will not adversely affect the intended performance or systems of the Vessel and will cause no increase in required maintenance, accelerate the need for premature replacement, or void a manufacturer's warranty.</p> <p>Warranty Deficiencies shall mean any deficiency, imperfection, fault, inferiority or defect in the workmanship, materials and design of the Goods supplied, or the failure of Supplier's workmanship, materials or design to meet the terms of the Contract. Without limiting the foregoing, the term "Warranty Deficiencies" shall include any unsatisfactory vibrations, noise or temperature levels.</p> <p>WSDOT shall mean Washington State Department of Transportation. WSF shall mean Washington State Ferries</p>
Order of Precedence	<p>All of the contract documents comprising the Purchase Order are essential and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary in their description of the Work. Where requirements of the Contract Documents exceed the requirements of any Authoritative Agency or approved marine construction and repair practices, the Contract Documents shall prevail. To the extent any standard or requirement of the Purchase Order conflicts with any other document or requirement by or between the parties, the more stringent requirement controls.</p>

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Invoicing & Payment Documentation	<p>Correct Supplier invoices reflecting actual completion of the previous month's efforts shall be provided to Vigor NLT than 5:00 pm PST on the 7th calendar day of the current month to permit Vigor adequate time to prepare its monthly progress payment invoice to Washington State Ferries. If Supplier encounters any issues in receiving payment for work completed, Vigor shall be notified immediately for purposes of investigating and taking corrective action, as appropriate. Net Payment terms for each invoice submitted to Vigor shall be defined by the applicable purchase order / subcontract agreement. Invoice submittal instructions may be found at:</p> <p>https://vigor.net/assets/docs/Supplier-Invoicing-Instructions-3.5.2020.pdf</p> <p>In order to make final payment to the Supplier, the Supplier must submit all documentation required by the Purchase Order and by law to accomplish final acceptance of work. Request for payment must be made in accordance with the following invoicing policy:</p> <p>Payment will be issued only after satisfying all of the following payment documentation requirements. Where applicable, payment documentation shall include, but is not limited to: (1) Any Certificates of Conformance or Forms required for Hazardous Materials, Safety Data Sheets, Material Declarations, and Supplier Declarations of Conformity (2) all deliverable documentation required under the Purchase Order such as vendor drawings or technical manuals, (3) Compliance to WA state requirements for Prevailing Wage documentation and submittal to Labor and Industries, (4) Invoices with segregable dollar amounts to be credited to VIGOR as SBE Participation, where applicable, and (5) upon VIGOR's request, Supplier shall submit up-to-date copies of SBE subcontract documents to demonstrate any SBE participation claimed is compliant to SBE Participation requirements.</p> <p>If Supplier is required to pay Washington State Prevailing Wages per RCW 39.12, Supplier shall abide by the requirements of Exhibit 2 - Wages, Benefits and Rates of the prime contract. Exhibit 2 of the prime contract can be accessed with the following link:</p> <p>https://vigor.net/wsf-supplier-flow-down-resources</p>
Hazardous Materials	<p>Supplier shall comply with the most stringent requirements for Hazardous Materials as specified herein and supply the following certificates and forms:</p> <p>Hazard Free Certificates of Conformance (COC)</p> <p>None of the following shall be installed on or applied to the Goods provided by Supplier: Asbestos Containing Materials (ACM's); Lead Containing Paints (LCP's); and materials or components containing Polychlorinated Biphenyls (PCB's). All non-ACM substitutes must meet applicable regulations and criteria for safety and fire protection. Supplier shall furnish a Hazard Free Certificate(s) of Conformance (COC) attesting that Goods provided by Supplier comply with these Hazard Free requirements. Certificate(s) shall contain the words "Asbestos Free Materials", "Lead Free Paint", "Polychlorinated biphenyls (PCB) Free Materials", as appropriate.</p>
Hazardous Materials (continued)	<p>DNV-GL IHM Part 1 Forms</p> <p>- In addition to the above hazard free certificate(s), Supplier shall submit a Supplier Declaration of Conformity (SDoC) and Material Declaration (MD) for all Goods supplied under the Purchase Order, as required. By acceptance of this Purchase Order, Supplier agrees that any failure to deliver complete and accurate hazardous material disclosures via Material Declarations and/or Supplier Declarations of Conformity to Vigor Fab LLC is effectively Supplier's notification that the Goods supplied under this Order do not contain Annex I or Annex II hazardous materials.</p> <p>- Annex I: Products offered to Vigor Fab LLC shall not include Annex I to the EU SRR listed hazardous materials [Asbestos, Polychlorinated biphenyls (PCB), Ozone depleting substances, Organotin compounds, or Perfluorooctane sulfonic acid (PFOS)]. Such hazardous materials as listed in Annex I to the EU SRR are prohibited. Supplier is responsible to supply products that do not contain any of the above Annex I substances and to deliver complete and accurate Material Declarations (MD) and Supplier Declarations of Conformity (SDoC) that substantiate their compliance to the prohibition of Annex I substances in the Goods supplied under the Purchase Order.</p> <p>- Annex II: To the maximum extent practicable, products offered to Vigor Fab LLC shall not include Annex II to the EU SRR listed hazardous materials [Cadmium, hexavalent chromium, lead, mercury, polybrominated biphenyl (PBB), polybrominated diphenyl ethers (PBDE), polychlorinated naphthalenes, radioactive substances, shortchain chlorinated paraffins (Alkanes, C10-C13 chloro), and brominated flame retardant hexabromocyclododecane (HBCDD)]. Supplier shall avoid supplying products containing Annex II substances to the maximum extent practicable. If the product contains substances listed in Annex II to the EU SRR listed hazardous materials, Supplier shall prepare and send Vigor Fab LLC complete and accurate Material Declaration (MD) and Supplier Declaration of conformity (SDoC) Forms for any product containing Annex II substances in accordance with the guidelines of MEPC 269(68). Supplier shall note that certain product exemptions apply per Section 3.3 of MEPC 269(68) that do not require disclosure on Material Declarations.</p> <p>Hazard Free COC, SDoC, and MD forms along with guidance on how to comply with DNV-GL IHM Part 1 requirements can be found at:</p> <p>https://vigor.net/wsf-supplier-flow-down-resources</p>
Deliverable Documentation	<p>Unless otherwise specified, one (1) copy of All Engineering, Technical, and Certification documentation required by the Order shall be delivered electronically and a minimum of one (1) additional hard copy shall be delivered to Vigor utilizing the same physical address as all other shipments required by the order.</p>

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General Material Requirements	All materials, machinery, equipment, and components furnished by the Supplier shall be new, currently in production, and currently supported by spare parts readily available in or for sale to the United States of America subject to the manufacture's standard lead times. All materials, machinery, equipment, and components shall be of good commercial marine quality, in full compliance with the Contract Documents, the requirements of the Authoritative Agencies and/or Classification Society, and suitable for the service intended. Supplier shall ensure that copies of all required support documentation for all materials, machinery, equipment, and components (to include but not be limited to manuals, cut sheets, installation documentation, installation drawings, and similar) shall accompany or be delivered in advance of their products' shipment(s).
Substitutions, Deviations	NO substitution or deviation is acceptable unless authorized in writing by Vigor FAB LLC prior to implementation of the proposed changes(s). If a manufacturer is specified by the Purchase Order's contract documents, no substitutions ("Or equal") shall be made, without written authorization from Vigor FAB LLC's purchasing representative.
Storage, handling, and Packaging	Unless special storage, handling and packaging is identified within this purchase order, commercial standards and/or manufacturer's recommendation shall apply to ensure product conformity upon delivery. All materials and/or equipment delivered by the supplier shall be supported and tracked with a chain of custody documentation process acceptable to Vigor FAB LLC.
Storage, Preservation, & Planned Maintenance	<p>Vigor shall receive with Supplier's quotation a description of the storage, preservation, and planned maintenance requirements necessary to properly maintain its delivered material/equipment/components in storage and/or as installed until such equipment/components are placed in-service for purposes of maintaining supplier's standard or extended warranty, or for continued operability/serviceability after installation in the event a warranty has expired. Storage and preservation requirements should address any environmental constraints or physical orientation/support considerations while in storage.</p> <p>If Supplier requires preservation or maintenance to be performed by its own designated representatives (in lieu of Vigor or a third party), Supplier shall include in its quotation the pricing and corresponding lead time for a Vigor to request the services as defined in Supplier's description of its requirements based on a periodicity relative to initial delivery (e.g., a priced lubrication schedule).</p> <p>Supplier's description of storage, preservation, and planned maintenance requirements necessary to properly maintain its material/equipment/components shall be updated and redelivered coincident with equipment shipment so as to reflect the most currently applicable requirements.</p>
Sampling	If sampling is utilized to determine acceptability of entire batch/lot/run, justification of statistical technique utilized to determine sample sizes shall be available upon request.
Correction Period for Warranty Deficiencies	The correction period for all Warranty Deficiencies as defined herein shall correspond to that defined by Vigor's Standard Terms and Conditions or the correction period corresponding to any extended warranty period when included as an additional PO line item, whichever is greater. If at any time within the Correction Period there shall appear, arise, exist or occur any Warranty Deficiency, regardless of how and where detected, said Warranty Deficiency shall be corrected, at the Supplier's expense, to comply with the requirements of the Purchase Order. VIGOR's Customer, Washington State Ferries, shall be a third party beneficiary of Supplier's full warranty, and shall be entitled to enforce such rights directly against the Supplier.
Steel Material Commodities	<p>Steel material commodity deliverables to Vigor FAB LLC under the Purchase Order are to be painted with Pre-Construction Primer: International Marine Coatings Interplate 997 – COLOR (Gray), or equal Primer/Paint system as approved by Vigor Fab LLC. The heat number of all steel materials is to be clearly visible and is to be carried onto all pieces cut from the original material.</p> <p>Surface Preparation: All steel scheduled for coatings must be free from oil, grease, grime and moisture before grit blasting to "Near White" SSPC-SP 10. The steel anchor profile after grit blasting shall be 2 to 3 mils in depth. All blasted surfaces shall be free of grit blast dust".</p> <p>Application: Interplate 997 primer at 0.6 to 0.8 mils DFT pre-construction primer shall be applied immediately to all new wheelabrated steel surfaces.</p>
Adjustments to Pricing	Unless otherwise allowed by the Purchase Order, the supplier shall not be entitled to any adjustment in the Purchase Order pricing solely due to: 1. Inflation or escalation in the cost of labor, materials, equipment or services occurring during the performance of the Contract Work; and/or 2. Any changes in foreign currency exchange rates.
Proprietary Documentation	As used in the Vigor General Purchase Order Terms and Conditions, Section 21 Confidentiality and Information Handling, the term "Purpose" will include VIGOR FAB LLC's submittal to WSF of material received from supplier containing proprietary information as required by Vigor's contract with WSF. Any such proprietary information, trade secrets, or confidential commercial and financial information that the supplier believes should be exempted from public disclosure shall be specifically identified and marked as such. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information shall be avoided unless reasonably necessary. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Upon receipt, Vigor FAB LLC will relay to the supplier any subsequent WSF request pursuant to the Washington Public Records Act and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret or confidential so as to allow the supplier the opportunity to protect such materials from disclosure. Under no circumstances, however, will WSF be responsible or liable to the submitter or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of WSF or its officers, employees, contractors or consultants.
Interactions with State Government	Supplier shall not extend any loan, gratuity or gift of money in any form whatsoever to any member of Congress or State Legislature, employee or officer of WSF, nor shall it rent or purchase any equipment or materials from any of these persons.

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Build In Washington	<p>RCW 47.60.814 (1) (r)</p> <p>Goods supplied under this Purchase Order shall meet a requirement that the vessels be constructed within the boundaries of the state of Washington except that equipment furnished by the state and components, products, and systems that are standard manufactured items are not subject to the in-state requirement under this subsection (1)(r). For the purposes of this subsection (1)(r), "constructed" means the fabrication, by the joining together by welding or fastening of all steel parts from which the total vessel is constructed, including, but not limited to, all shell frames, longitudinals, bulkheads, webs, piping runs, wire ways, and ducting. "Constructed" also means the installation of all components and systems, including, but not limited to, equipment and machinery, castings, electrical, electronics, deck covering, lining, paint, and joiner work required by the contract. "Constructed" also means the interconnection of all equipment, machinery, and services, such as piping, wiring, and ducting.</p>
Liens and Related Disputes	<p>Supplier agrees no lien or other in rem proceeding may attach to or otherwise affect title to any vessel or property owned by WSF in connection with any dispute or claim arising under or in connection with the Purchase Order. To the extent any such rights survive the Purchase Order, supplier waives to the fullest extent permitted by law any in rem rights, lien rights or other rights it has or may have under the Purchase Order, under the law, or otherwise, against any vessel owned or operated by WSF, including but not limited to all maritime lien rights and shall not arrest or attach any vessel or property owned or operated by WSF, in connection with any dispute or claim arising under or in connection with the Purchase Order.</p>
Payment Verification	<p>The State of Washington or its affiliates may contact Supplier to verify that it has received payment for invoices that Vigor has an obligation to pay. Supplier shall fully cooperate with the State on its requests, disclose to the State the existence of any disputed invoices, and proactively coordinate with Vigor to address any legitimate payment concerns.</p>
Small Business Enterprise (SBE) Certification and Participation	<p>Those Suppliers participating in the WSF HEOC Ferry project as SBEs must meet the definition of a Washington in-state Small Business per RCW 39.26.010 AND register/certify with WA State in at least one of two ways: (1) OMWBE Certification under Chapter 39.19 RCW (preferred by Vigor), and/or (2) DES WEBS Certification.</p> <p>Small Business Defined – A Washington in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:</p> <ul style="list-style-type: none"> • Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: <ul style="list-style-type: none"> o Fifty (50) or fewer employees; or o A gross revenue of less than seven million dollars (\$7,000,000) annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three (3) consecutive years; or o Is certified with the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) under Chapter 39.19 RCW. <p>Project legislation for the HEOC Vessels requires participation by SBEs with a principal office in Washington State (see RCW 47.60.835). The in-state requirement is an element of the DES statutory definition of an SBE (see RCW 39.26.010).</p> <p>OMWBE certifies SBEs (and other categories) on a broad scale, to include SBEs that are based inside Washington state and SBEs that may be based in other states. As such, for the HEOC Vessels, any search of the OMWBE database for SBE firms must be further refined to review only SBEs with a principal office in Washington state, in order to be compliant with the project legislation for the HEOC Vessels. OMWBE certification may be accessed at the link given below:</p> <p>https://omwbe.wa.gov/certification</p> <p>As a potential additional SBE resource, the Department of Enterprise Services (DES) certifies SBEs that have a principal office in Washington state, as required by the DES statutory definition of an SBE (see RCW 39.26.010). Small Businesses that are able to meet at least one of the first two DES criteria shown above shall certify as an SBE by registering with Washington State’s Electronic Business Solution (WEBS) system and completing a Memorandum of Agreement which sets forth the terms governing SBE participation under WSF’s Part D Contract. WEBS may be accessed at the link given below:</p> <p>https://pr-webs-vendor.des.wa.gov/</p> <p>If Supplier or any of its sub-tier suppliers are participating as SBEs under a Vigor Purchase Order for the WSF HEOC Class Project and are providing SBE credits for the project per RCW 47.60, Supplier shall comply with Exhibit 12 of the prime contract, which can be accessed with the following link:</p> <p>https://vigor.net/wsf-supplier-flow-down-resources</p>
Nondiscrimination & Equal Employment Opportunity	<p>The Contractor in accordance to Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S. Code 2000d to 2000d-4, and Title 49 Code of Federal Regulations, Part 21, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin and sex in consideration for an award.</p> <p>Additionally, Supplier quotations and conduct must be fully compliant with Exhibit 1 - Nondiscrimination and Equal Employment Opportunity of the prime contract including but not limited to Sections 1-0711(2) and 1-07.11(5). Exhibit 1 can be accessed at the following link:</p> <p>https://vigor.net/wsf-supplier-flow-down-resources</p>

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Assignment

Vigor may, without seeking Supplier's consent, assign this purchase order to an entity acquiring substantially all the assets of a Vigor site, business unit, or affiliate. Upon written notice to the Supplier, Vigor may additionally assign this purchase order, including its benefits and liabilities, to a Vigor partner or subcontractor. In the case of "Termination for Default" or "Termination for Public Convenience" of the Prime Contract, this purchase order may be assigned to WSF, the Surety, or agents of WSF at WSF's option. Supplier may not assign this purchase order, whether by operation of law or otherwise, without Vigor's prior written consent.