

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER MA-PR640-20120042		PAGE OF 1 70	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 06/20/2012	4. ORDER NUMBER DTMA-94-P-2012-0036		5. SOLICITATION NUMBER DTMA94Q20120010		6. SOLICITATION ISSUE DATE 12/30/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kathryn Rato		b. TELEPHONE NUMBER (415) 744.2580 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. DOT/ Maritime Administration Pacific Div. Acquisition Office MAR 380-4 201 Mission Street Suite 1800 San Francisco CA 94105			CODE 00094	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See SOW Introduction Scope of Work		CODE		16. ADMINISTERED BY U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105		CODE 00094	
17a. CONTRACTOR/OFFEROR Allied Defense Recycling , LLC (dba: ADR) 1180 NIMITZ AVE VALLEJO CA 94592-1053 TELEPHONE NO.		CODE 176090780	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAI	
<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 ADDENDUM			
19. ITEM NO. 0001	20. SCHEDULE OF SUPPLIES/SERVICES inclusive of Amendments 0001- 0008 Period of Performance: 07/17/2012 to 07/30/2012 Dry-dock the SBRF vessel NEREUS Provide services to dry-dock the SBRF vessel NEREUS to clean the vessel's underwater hull . The total amount of award: \$445,875.45. The Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT 445,875.45
25. ACCOUNTING AND APPROPRIATION DATA 70X1768000-2012-1SDSDSCP00-0000160000-25433-61006600					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$445,875.45		
<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 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: REF. <u>revised offer</u> OFFER DATED <u>06/15/2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>0105- 0408 AB</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kathryn M. Rato</i>			
30b. NAME AND TITLE OF SIGNER (Type or print) Werner F. Hoyt, Prog Mgr		30c. DATE SIGNED 2012-06-20		31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	obligation for this award is shown in box 26.				

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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

RFQ DTMA94Q20120010 Dry-docking for Removal of Exfoliating Paint					
		NEREUS			
		Est'd QUANTITY	UNIT OF ISSUE	Unit price	Extended Price
100 & 200 SERIES - ITEMS *					
105	Gangways	1	job	\$5,720.00	\$5,720.00
108	Fire Protection	1	job	\$6,850.00	\$6,850.00
112	Waste,Management	1	job	\$6,450.00	\$6,450.00
120	Production Scheduling	1	job	\$4,500.00	\$4,500.00
200 SERIES - DRYDOCK ITEMS					
201	Dry-docking	1	vessel	\$198,860.00	\$148,860.00
202	Hull Cleaning estimated at 30,342 sqft	1	vessel	\$82,868.00	\$82,868.00
400 SERIES - SUPPLEMENTAL ITEMS*					
401	General - UNDER WATER HULL STEEL REPAIRS, Renewals and Blanks				
0401AA	General - Hull Plating (Flat Insert) 500 lbs or less	1	lb	\$10.50	\$10.50
0401AB	General - Hull Plating (Flat Insert) 501-2500 lbs	1	lb	\$10.50	\$10.50
0401AC	General - Hull Plating (Flat Insert) 2501-5000 lbs	1	lb	\$10.00	\$10.00
0401AD	General - Hull Plating (Flat Doubler) 500 lbs or less	1	lb	\$10.00	\$10.00
0401AE	General - Hull Plating (Flat Doubler) 501-2500 lbs	1500	lb	\$10.00	\$15,000.00
0401AF	General - Hull Plating (Flat Doubler) 2501-5000 lbs	1	lb	\$9.80	\$9.80
0401AG	General - Hull Plating (Shaped Insert) 500 lbs or less	1	lb	\$12.50	\$12.50
0401AH	General - Hull Plating (Shaped Insert) 501-2500 lbs	1	lb	\$12.50	\$12.50
0401AI	General - Hull Plating (Shaped Insert) 2501-5000 lbs	1	lb	\$12.25	\$12.25

0401AJ	General - Hull Plating (Shaped Doubler) 500 lbs or less	1 lb	\$11.30	\$11.30
0401AK	General - Hull Plating (Shaped Doubler) 501-2500 lbs	1 lb	\$11.30	\$11.30
0401AL	General - Hull Plating (Shaped Shaped Doubler) 2501-5000 lbs	1 lb	\$11.10	\$11.10
0401AM	General - Deck Plating (Flat Doubler) 500 lbs or less	1 lb	\$10.00	\$10.00
0401AN	General - Deck Plating (Flat Doubler) 501-2500 lbs	1 lb	\$10.00	\$10.00
0401AO	General - Deck Plating (Flat Doubler) 2501-5000 lbs	1 lb	\$9.80	\$9.80
0401AP	General - Bulkhead Plating (Flat Doubler) 500 lbs or less	1 lb	\$11.10	\$11.10
0401AQ	General - Bulkhead Plating (Flat Doubler) 501-2500 lbs	1 lb	\$11.10	\$11.10
0401AR	General - Bulkhead Plating (Flat Doubler) 2501-5000 lbs	1 lb	\$11.00	\$11.00
0401AS	General - Stringers 500 lbs or less	1 lb	\$14.50	\$14.50
0401AT	General - Stringers 501-2500 lbs	1 lb	\$14.50	\$14.50
0401AU	General - Stringers 2501-5000 lbs	1 lb	\$13.80	\$13.80
0401AV	General - Frames 500 lbs or less	1 lb	\$15.20	\$15.20
0401AW	General - Frames 501-2500 lbs	1 lb	\$15.20	\$15.20
0401AX	General - Frames 2501-5000 lbs	1 lb	\$14.90	\$14.90
0401AY	General - Side Longitudinal 500 lbs or less	1 lb	\$15.80	\$15.80
0401AZ	General - Side Longitudinal 501-2500 lbs	1 lb	\$15.80	\$15.80
0401BA	General - Side Longitudinal 2501-5000 lbs	1 lb	\$15.50	\$15.50
0401BB	General - Bulkhead Stiffeners 500 lbs or less	1 lb	\$15.90	\$15.90
0401BC	General - Bulkhead Stiffeners 501-2500 lbs	1 lb	\$15.90	\$15.90

* ITEMS: The 0100 & 200 series CLINs are to be priced according to the Quantity of 1 per vessel. Since the quantity of Hazardous Material disposal CLIN 0407 is unknown at contract award, Offerors shall offer a unit prices for the unit described and within the threshold identified , e.g. >1000 gal of contaminated water. The 0407 Dispose of Hazardous Waste CLIN shall be awarded with fixed unit prices and payment will be based on the actual quantities disposed. For bidding purpose, the price schedule estimates the quantities for each subCLIN. Payment will be made for actual quantities multiplied by the unit price of the fixed price subCLINs.

0108 Fire Protection

0112 Hazardous Waste Handling per Job

0115 Temporary Lighting per job

0118 Chemist Gas Free per Job

0120 Production Schedule per Job

0407AA-AD Dispose of Hazardous Waste per drum and gallon quantities and waste in 20 yd containers

The below Optional CLINs shall be awarded and available for contract performance if needed and authorized by the COTR and Contracting Officer.

For Bidding Purposes, estimated quantities have been included, though payment shall be at the awarded fixed unit price for the actual quantities expended.

0401AA-BF UNDERWATER STEEL REPAIRS/RENEWS PER LB OR FOOTAGE (option)

0404 WET BERTH AND MOORING PER DAY (option)

0405 CRANE SERVICE PER HOUR (option)

0408AA SUPPLEMENTAL LABOR PER HOUR (option)

0408AB SUPPLEMENTAL MATERIAL PER LOT (option)

The instructions at paragraph MCL.H-2 SUPPLEMENTAL WORK REQUESTS shall be used in awarding CLIN 0408.
All other Optional CLINS will be negotiated under the Changes clause and finalized through contract modification.

U.S. Maritime Administration

**Suisun Bay Reserve Fleet
Dry-docking Non-Retention Vessel**

DRY-DOCK SPECIFICATION

DTMA94Q20120010

22 NOVEMBER 2011

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR THE DRY-DOCKING

OF THE

NON-RETENTION VESSEL

CIMARRON, NORTHERN LIGHT, SHOSHONE, MT HOOD, MT WASH, WILLAMETTE, WYMAN, NEREUS , WITCHITA

INTRODUCTION

SCOPE OF WORK:

These Specifications are for the towing of the Non-Retention Vessels CIMARRON,(CIM) NORTHERN LIGHT(NOR), SHOSHONE (SHO), MT HOOD (MT H), MT WASH (MT W), WILLAMETTE (WIL), WYMAN(WYN), NEREUS (NER), WITCHITA (WIT)

from the Suisun Bay Reserve Fleet (SBRF) to the dry-dock; the dry-docking; removal of all marine growth from underwater hull surfaces; undocking; and wet berthing of the vessel prior to open ocean tow. for dry-docking . The requirement is for up to nine obsolete vessels in up to two solicitation phases. Each phase is planned to proceed on the dates specified below:

- (1) The Government will identify the vessels included in each phase as a subsequent amendment to this solicitation. The vessels will be selected from the list of obsolete vessels listed in the title.
- (2) The Government anticipates identifying no more than three vessels per Phase, but reserves the right to increase or decrease that number slightly if circumstances warrant. Not all vessels may be selected for dry-docking during the two phases.
- (3) Specific vessel technical data will be included in each phase as a subsequent amendment to this solicitation.
- (4) Vessel Visitation schedules will be included in each phase as a subsequent amendment to this solicitation.
- (5) The Period of Performance will be included in each phase as a subsequent amendment to this solicitation.
- (6) Vessel specific performance schedules will be requested in each phase as a subsequent amendment to this solicitation.
- (7) Schedule for Submissions Of offers for identified vessels forth coming in as a subsequent amendment to this solicitation

Phase I

Work to begin 2/3/2012

Phase II

Work to begin 4/20/2012

Schedule of Vessel for Phase I and II

The schedule of Vessels for Phase I is for the NER and II are CIM, NOR, SHO, MT H, MT W, WIL, WYM, WITCHITA

The Contractor shall take custody of, secure, and tow the vessel, in the "AS-IS, WHERE-IS" "cold" plant condition, from its present mooring location in the SBRF to the Contractor's facilities where it shall be dry-docked immediately upon arrival, unless otherwise approved by the COTR, for work detailed in this specification. Upon completion of such work, Contractor shall remove the vessel from dry-dock and shift the vessel to a suitable wet berth within the shipyard facility for final preparations for ocean tow.

The Contractor shall provide all personnel, insurance, equipment, i.e. cranes, tools, vehicles, labor, facilities, supervision and any other items and services necessary to accomplish the scope of work in a manner which is safe for workers and the environment. Compliance with all contractual requirements which are consistent with U.S., State and local statutory and regulatory requirements including, but not limited to, the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), the Occupational Safety and Health Act (OSHA), as well as international laws, treaties, conventions and agreements, as appropriate, is the responsibility of the Contractor.

DEFINITIONS:

The following terms shall have meanings as listed below throughout the General Conditions and the Specifications for the Dry-docking, Underwater Hull Cleaning and Freeboard Cleaning to the Non-Retention Vessel "ADVENTURER, AGENT, AID, AMBASSADOR & GLACIER";

- "AS ORIGINAL" means a condition meeting the original system and manufacturer's design.
- "AS APPROVED" or "TO THE APPROVAL" or "FOR APPROVAL" or "AS DIRECTED" or "AS REQUIRED" are used without further qualification, indicating the decision of the Maritime Administration representative COTR is required. Where an item is required to be submitted for approval, work shall not proceed until notification of approval is received. In the event the item is not approved, rationale will be provided and work shall not proceed until a satisfactory and mutually agreeable resolution has been resubmitted and approved.
- "CFE" and "CFM" identify Contractor Furnished Equipment and Material and are used interchangeably.
- "CONTRACT" means the agreement entered into between the Owner or Owner's representative and the Contractor for the accomplishment of the work specified in the Specifications.
- "CONTRACTOR" identifies the shipyard or topside repair company holding the primary contract for the work supplied in this Specification.
- "COTR" - The Contracting Officer's Technical Representative managing the repair availability.
- "DETACH" or "DISCONNECT" mean to disconnect all attachments to the unit to enable the unit to be moved. All attachment points shall be tagged, identified, blanked and protected to facilitate reinstallation. Work items do not necessary identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting a detachment and subsequent movement.
- "GOOD MARINE PRACTICE" means construction to soundly conceived and engineering detailed working plans, prepared by the Contractor, incorporating the specified components and utilizing recognized shipbuilding construction and testing methods to ensure that the completed ship conforms to specification requirements. Inspection by the Maritime Administration representative COTR is for the purpose of verifying the proper function of the Contractor's quality assurance measures and is not considered a substitute for in-process control of quality by the Contractor.
- "GFE" or "GFM" identify Government Furnished Equipment and Material and are used interchangeably.
- "GOVERNMENT" or "MARAD" mean the U. S. Government, including the U. S. Maritime Administration or its authorized representative.
- "INSTALL" or "EXTEND" or "MODIFY" mean that the Contractor shall provide the piece of equipment, material or system to be installed and shall provide the materials, structural supports and labor to attach, connect and test the equipment or systems to effect a finished fully operational installation complete in all aspects.

When new material or equipment is not specified by type, the material or equipment shall be sufficient to meet the applicable regulatory requirement. When "install" is used with

reference to GFE, all conditions of the above definition except the requirement to provide the specific piece of equipment are applicable.

Work items do not necessarily identify interferences and the Contractor is responsible for the identification and resolution of interferences affecting the installation by temporarily removing, reinstalling or relocating interferences. "INTERFERENCE" means that a pipe system, ductwork, equipment, joiner bulkhead or lining, wire way, structural member, access opening, or other object(s), equipment, system, or components that must be removed and reinstalled, relocated, modified, or designed around to facilitate the repair or the specified work..

- "LABOR AND MATERIALS" means labor, material, plant facilities, supervision, services, equipment and all other resources required to accomplish the specified work.
- "MANIFESTS" are the official shipping document forms originated and signed by the generators, transporters, and operators of the hazardous or special waste disposal facility as required by Federal, State and Local Authorities.
- "MODIFY" means to provide materials, services, and labor to change or alter the item or system resulting in a finished and fully operational modified installation complete in all respects. The term "MODIFY" implicitly includes all requirements of "REMOVE AND INSTALL".
- "NEST" means a series of vessels moored together abeam of one another in specific rows at the SBRF.
- "OFE" or "OFM" identify Government Furnished Equipment and Material and are used interchangeably with "GFE" or "GFM".
- "OR EQUAL" means that components or equipment shall be equivalent in terms of performance, services required, compatibility with interrelated systems and supportability over the service life of the components or equipment. In the case of component or equipment substitution for those components or equipment noted on the Contract Guidance Drawings or Specification, the Contractor shall submit a written request delineating the design and the performance data on both the specified and substituted piece of equipment for Maritime Administration Representative (COTR) approval and if approved, the Contractor shall take full contractual and technical responsibility for ensuring installation of components or equipment's or both and compatibility with interrelated systems.
- "OWNER" - The U.S. Department of Transportation, Maritime Administration (MARAD), and authorized representatives.
- "PROVIDE" - To furnish and install all services, materials, equipment and systems to accomplish the specified requirements.
- "REFURBISH" means to detach, temporarily remove, disassemble, clean, reassemble the unit, equipment or system using adequate fasteners, hardware, and gaskets to meet regulatory approval.
- "REGULATORY BODY" or "REGULATORY BODY REQUIREMENTS" mean the United States Coast Guard (USCG), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), or State and Local regulatory agencies.
- "REINSTALL" means that the Contractor shall provide all material and labor to install a piece of equipment, material or system after the equipment, material or system was

temporarily removed, relocated, modified, or refurbished in order to accomplish the specification of work.

- “RELOCATE” means to provide all labor, material to detach the unit, equipment, or system and to reinstall the same unit, equipment, or system at a new or modified location.
- “REMOVE AND REPLACE INTERFERENCES” shall be construed to mean that the Contractor shall provide all labor, material and equipment necessary to remove, modify if required, material and equipment that cause interference in the way of intended installation, or removal path of any equipment or component, and replace or reinstall in the “as original” condition. The specific Specification items do not necessarily identify interferences to be resolved. The Contractor shall be totally responsible in the performance of the Specification for the identification and resolution of interferences necessary to complete the work required by this Specification. All open ends left as a result of these removals shall be suitably protected to prevent any and all contaminants from entering the system or piece of equipment.
- “REPLACE” or “RENEW” mean to remove the existing unit, equipment, or systems, including all interferences and to install a new unit, equipment or system which is either identical to or equal to that which was removed; the installation shall include at a minimum all hook-up, supports, and adapters which are required to effect a fully operational installation complete in all respects.
- "SPECIFICATIONS" - The document containing the Work Items that specifies the work requirements to be performed by the Contractor.
- “TAG OUT” means a procedure to both notify personnel that tagged-out equipment, components, or systems are either isolated or not in a normal operating condition, and is done as a means to prevent injury to personnel, improper operation, or damage to tagged-out equipment, components or systems.
- “TEMPORARY REMOVAL” or “TEMPORARY REMOVE” mean to provide all labor and materials to disconnect and remove the unit, equipment or system from its initial location and to reinstall the same unit, equipment, or system whether in the same location or elsewhere on the ship as described in the Specification.
- “UPGRADE” means to increase the capability of the item to the current state of practice at the time the work is accomplished.

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Non-Retention Vessels CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT
Item 0105

Services

GANGWAYS

1. Item Name: GANGWAY, PROVIDE

2. Scope of Work:

2.1 Location of Work: Main deck of vessel.

2.2 Intent: Provide one gangway from dry-dock and wet berth to access vessel's main deck during entire contract period.

3. Work Description:

3.1 Contractor shall set up a minimum of one (1) safe, well lighted, gangway complete with handrails and safety net for movement of personnel to and from main deck of vessel. The Contractor shall disconnect and reconnect gangway, lighting and safety net for each vessel movement and disconnect and remove prior to departure. Gangway shall be provided within 4 hours of vessel arrival and any subsequent vessel movements within the Contractor's facility. Gangway will be provided throughout the entire contract period.

3.1.1 Any additional gangways required by the Contractor or any local, state or federal agency are for the account of the Contractor.

4. Performance Criteria/Deliverables: None

5. References: None

6. Notes: None

**DTMA94Q20120010 Non-Retention Vessels
CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

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Item 0105

Services

FIRE PROTECTION

1. Item Name: FIRE PROTECTION

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide fire protection services to meet the requirements of vessel fire safety during the availability per provisions of references 5.1, 5.2 and the following listed requirements. Fire systems utilized must meet the requirements of all Federal, State, and local guidelines and regulations.

3. Work Description:

3.1 The Contractor shall provide fire protection services to meet the requirements of vessel fire safety during the dry-docking availability per provisions of references 5.1 and 5.2.

3.1.1 The fire systems utilized by the Contractor must meet the requirements of all Federal, State, and local guidelines and regulations.

3.1.2 The obsolete vessel's fire protection system cannot be utilized to fulfill this requirement.

3.1.3 No on-deck water run off will be permitted, and the fire protection must be fully functional during all freeze conditions encountered.

3.2 The Contractor shall provide the following accident, injury, and fire incident reports as required.

3.2.1 In the event that heat-producing evolutions (such as hot work) and all fire-hazardous evolutions (such as spray painting) must be terminated due to the loss of fire system protection, the Contractor shall submit a Condition Report to the COTR identifying the cause and corrective action taken within 24 hours of the occurrence.

3.2.2 The Contractor shall report verbally each accident, injury and fire on vessel involving Contractor/ subcontractor personnel to COTR as soon as management becomes aware of such an event.

3.1.3 The Contractor shall provide a formal written report of each event to the COTR within 24 hours of each incident. The written report shall contain the name and ID number of each injured person, date and time of accident/fire, extent of personal injury or property damage, contractor/subcontractor

**DTMA94Q20120010 Non-Retention Vessels
CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

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Item 0105

Services

FIRE PROTECTION

name, contract number, vessel name, location of event (incl. space or compartment), type of accident/fire, and a brief description of the incident including pertinent occurrences/actions before and after the incident.

4. Performance Criteria/Deliverables:

4.1 Accident, injury, and fire incident reports (paragraph 3.2.1, 3.2.2 and 3.2.3).

5. References

5.1 OSHA 29 CFR Part 1915.

5.2 National Fire Protection Association, Standard for Fire Protection of Vessels during Construction, Repair and Lay-up, NFPA 312.

6. Notes: None

**DTMA94Q20120010 Non-Retention Vessels
CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

Item 0112

Services

WASTE MANAGEMENT

1. Item Name: WASTE MANAGEMENT

2. Scope of Work:

2.1 Location of Work: Throughout the Vessel.

2.2 Intent: Furnish all labor, material, tools, required for the Contractor to manage all waste generated by the Contractor during the performance of work described in these specifications in accordance with applicable federal, state, and local laws codes, ordinances, and regulations. In accordance with the work required by this specification the Contractor shall dispose of waste, to include paint chips, water and marine growth generated as the result of work accomplished on this vessel, in accordance with all federal, state and local regulations. Disposal of the waste will be approved by the COTR and specified in a contract modification per the categories of unit prices for supplemental work under CLIN 0407 Dispose of Waste. Non-contaminated water is not separately priced and is considered sewage.

3. Work Description:

3.1 Contractor shall provide a Waste Management Plan as part of the bid documentation.

3.1.1 Contractor shall identify key personnel associated with waste management. This should include, personnel associated with employee training, waste identification and preparation of manifest documents where applicable.

3.1.2 Contractor shall identify all subcontractors associated with removal, handling and disposal of wastes. This should include, subcontractor responsible for removing, storing, and transporting, recycling, reclaiming or otherwise disposing of waste. All permits or other applicable credentials associated with safe and proper disposal of hazardous waste should be included. If a waste subcontractor is changed for any reason, the Waste Management Plan should be amended prior to the new subcontractor beginning work on the vessel.

3.1.3 Identify all federal, state and local agencies associated with the disposal of waste.

3.1.4 Outline procedures used by the Contractor/Subcontractor to accomplish removal, handling, storage and disposal of wastes in accordance with all local, state, and federal requirements.

**DTMA94Q20120010 Non-Retention Vessels
CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

Item 0112

Services

WASTE MANAGEMENT

- 3.1.5 Describe all steps to be taken to reduce the volume and toxicity of waste generated during the performance of this contract.
- 3.2 Nothing contained in this work item shall relieve the contractor from complying with applicable Federal, State and Local Laws, Codes, Ordinances and Regulations, including the obtaining of licenses and permits in connection with hazardous waste handling and disposal in the performance of this contract.
- 3.3 Material is to be determined as hazardous by chemical analysis, or reference to the applicable Material Safety Data Sheet (MSDS), or application of inherent knowledge of the hazardous characteristics of the waste in light of the materials or the process used.
- 3.3.1 For the purposes of this specification, Contractor shall assume all materials removed from the vessel to be hazardous waste until tested otherwise.
- 3.3.2 Contractor shall submit a Sampling/Testing Plan to the COTR for approval, three (3) days after Contract Award Date. This plan will be used to demonstrate to the COTR the methodology for determining the hazardous/non hazardous status of any and all materials removed and collected from all work specifications. Samples will be collected after the waste has been generated.
- 3.4 Contractor shall identify all hazardous waste and submit a Hazardous Waste Removal Report, including copies of sample analysis results and chain of custody forms, to the COTR at least 24 hours prior to the removal of the waste from the Contractor's facility for disposal. Generator copies of Hazardous Waste Manifests will be provided upon the shipment of the waste.
- 3.5 Contractor shall be provided an EPA or state generator number by Maritime Administration for hazardous waste disposal.
- 3.6 Contractor shall ensure that transportation of hazardous waste is accomplished only by haulers registered to do so with cognizant Federal, State, and Local Agencies.
- 3.7 Contractor shall transport hazardous waste to a site authorized by cognizant Federal, State, and Local Agencies to accept the identified waste.
- 3.8 Contractor shall furnish a Final Waste Management Report to the COTR within 45 days after the vessel is undocked. Report shall include a summary of quantity of waste removed from vessel during contract performance, including breakdown by type and

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generator assignment. Contractor shall provide an assessment of performance with regards to Waste Management Plan.

3.9 Contractor shall furnish labor, material, tools and equipment to manage, handle and dispose of non-hazardous liquid waste.

4. Performance Criteria / Deliverables:

4.1 Contractor shall provide Waste Management Plan, Sampling/Testing Plan, Final Waste Management Report and Uniform Hazardous Waste Manifests for Transportation and Final Disposition of Hazardous Waste.

5. References:

5.1 Resource Conservation and Recovery Act (RCRA) and applicable California regulations.

5.2 Uniform Hazardous Waste Manifest Form.

5.3 Shipyard Waste Management Plan.

5.4 Section H, Environmental Concerns/Asbestos Related/Hazardous Materials/Petroleum and Petroleum Products: Environmental Compliance.

6. Notes:

6.1 Disposal of the waste will be approved by the COTR and specified in a contract modification per the categories of unit prices for supplemental work under CLIN 0407 Dispose of Waste. Non-contaminated water is not separately priced. Non-contaminated water is considered sewage.

6.2 Asbestos is present aboard this vessel, and in some areas may be friable. This work may cause asbestos to become airborne, so for the protection of the Contractor's employees, it is recommended that the necessary precautions (monitoring, testing, personnel protection, etc.) be taken in accordance with OSHA Regulations, until Contractor deems that no threat exists in work areas related to this specification.

6.3 Bio hazards may exist aboard this vessel. Contractor shall proceed in accordance with their own established procedures. Accumulated bird excrement on vessel surfaces, primarily pigeon droppings, provides an excellent growth medium for organisms of potential human health concern of which Cryptococcus and Histoplasmoses are the most prevalent. Cryptococcus and Histoplasmosis infections typically occur by inhaling the pathogenic spores through the nose and

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mouth. Therefore, bird droppings are most dangerous when they are dry and subject to becoming airborne as a fine dust, particularly when disturbed by various activities including walking, sweeping or scrapping. Germicides can be applied to accumulated droppings prior to any type of cleanup however; their effectiveness is not proven.

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PRODUCTION SCHEDULING

1. Item Name: PRODUCTION SCHEDULING; ACCOMPLISH

2. Scope of Work:

2.1 Location of Work: N/A

2.2 Identification: Production Schedule

2.3 Intent: Prepare and submit production schedules for review and acceptance by the COTR for logic and sequencing of the planned work on the vessels using accurate Contract data which is relevant to the scheduling, progressing, material status, and completion status of the dry-docking availability. The associated reports should be indicative of the planning and scheduling required to ensure an integrated and timely completion of all Specifications, and to ensure the Contract delivery date is achieved. The production schedules shall be submitted in electronic format, in MS Project 2007.

The production schedules will include:

1. A Proposed Production Schedule due at the time of bid submittal (Start and End Date to be evaluated and included in award document).
2. A Production Schedule due 3 days after Contract Award Date and before Notice to Proceed.
3. Updated Production Schedules due 24 hours prior to each Weekly Contract Status Meeting.
4. Final Production Schedule due 30 Days after vessel is undocked.

3. Work Description:

3.1 Definitions:

- 3.1.1 Production Schedule - The schedule used by the Contractor as a means of planning, tracking, and coordinating accomplishment of the Contract work.
- 3.1.2 Activity - A portion of an individual Work Item representing a manageable unit of work that must be accomplished at a specific period of time in relation to other activities of the availability.
- 3.1.3 Key Event - The beginning or ending point of an activity, which cannot slip without impacting the overall schedule.
- 3.1.4 Milestone - A significant availability event identified in the Solicitation, by the COTR, or by the Contractor.

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- 3.1.5 Critical Path - The Work Item or combination of Work Items which forms the longest duration, and directly affects the completion of the availability. Factors that determine the critical path are time duration required for the Work Item(s), resource availability, and the interdependency of Work Items.
- 3.1.6 Critical Path Method (CPM) - The calculation of the earliest and latest start and finish dates of activities based on their duration and relationships to other activities.
- 3.1.7 Controlling Work Items - Those Work Items which are on the Critical Path, and which, by virtue of scope, complexity, material requirements, or other considerations, have the potential to impact the scheduled completion of the availability.
- 3.1.8 Float - The amount of time an event can be delayed without delaying the start of subsequent activities. Total float indicated on submitted schedules does not belong to the Contractor or Owner, and only Contract modifications that affect the Critical Path shall affect the amount of total float. Extension of the delivery date will be granted only to the extent the equitable time adjustments to the activity affected by the Change Order, Delivery Order, or delay, exceeds the total (positive or zero) float of a critical activity and extends the delivery date.
- 3.1.9 Seasonal weather patterns and conditions shall be considered and included in the planning and scheduling of all work to ensure completion of the total work package within the Contract performance period. Seasonal weather patterns and conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published by the National Oceanic and Atmospheric Administration (NOAA) for the locality nearest to the project site, unless agreed otherwise.
- 3.2 Prepare and manage a Production Schedule inclusive of all authorized Work Items identified in the Contract, including subcontracted work. Schedules developed shall include authorized Optional Work Items indicating that the Contractor has the production capacity and resources to accomplish such work without impacting the completion date of the availability. Schedules shall be consistent with all Contract requirements and shall be developed with consideration for local seasonal weather patterns. The Production Schedule shall be comprised of:
- 3.2.1 A time-sequenced Critical Path Method (CPM) generated Gantt chart that contains the following:

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- 3.2.1.1 Scheduled key events and milestones.
- 3.2.1.2 Critical Path and Controlling Work Items clearly indicated.
- 3.2.1.3 Scheduled start and completion date of the production work for each item. Controlling or Critical Path Work Items shall be further divided into the major activities. Typical major activities to be shown include: Regulatory inspection and survey requirements, dry-docking, hull cleaning, undocking and wet berthing.
- 3.2.1.4 Additional work, rework or other changes and events shall be represented by separately identifiable activities. These activities shall be inserted subsequent to the related original activities, if applicable.
- 3.2.1.5 Identify all activities not on a 5-day work week calendar, and all planned holidays and other periods of shutdown. Identify overtime and multiple shift work.
- 3.2.1.6 Progress shall be shown on the schedule as completed activities and Work Items.
- 3.2.1.7 The following data shall also be included in tabular format with the Gantt chart for each Work Item and for each activity of Critical Path Items:
 - Original duration in calendar days
 - Remaining duration in calendar days
 - Percent (%) complete
 - Total float based on a five day work week
 - Original start date
 - Original finish date
 - Revised start date
 - Revised finish date
 - Actual start date
 - Actual finish date
- 3.2.3 Recovery plan. If slippage has occurred from the Contractor's original Production Schedule, or any revised Production Schedule, the Contractor shall provide an analysis, in narrative format, of the slippage that identifies the cause and proposes a plan of action that will be taken to complete the remaining work within the Contract performance period.

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- 3.2.4 Late Completion Notification. If at any time, the updated Critical Path of the Production Schedule indicates a late delivery or late completion date, notify the COTR in writing the next working day, and/or prior to the beginning of any period when no work will occur, such as a holiday period. This notification shall include identification of the problem and shall propose corrective actions for schedule recovery.
- 3.2.5 The Production Schedule and associated reports identified in paragraph 3.2 shall be delivered to the COTR for review and acceptance within (3) three days after Contract Award Date and shall include all planned dry-docking and scope of work activities. An initial Contract Status Meeting shall be scheduled at least five (5) days prior to the dry-docking of the vessel at a mutually agreeable date and time and thereafter on a weekly basis during the performance of the work. Status Reports and updated Production Schedules shall be prepared and submitted 24 hours prior to scheduled status meetings, to reflect the addition, deletion, or modification of Work Items, and changes made by the Contractor.
- 3.2.5.1 Upon acceptance of the Schedule by the COTR, the Contractor shall proceed in accordance with the reviewed and accepted plan and shall not modify the Schedule without the acceptance by the COTR. Modifications to the Schedule do not constitute a modification to the Contract.
- 3.2.5.2 Any changes in the Schedule desired by the Contractor in the job approach as reflected by the network logic, activity duration, and resource loading shall be reviewed and accepted by the COTR.
- 3.2.6 The Production Schedules required by paragraph 3.2 shall be saved by the Contractor to serve as a baseline for the purpose of progress tracking and variance analysis.
- 3.3 Prepare a Compartment Close-out Report that tracks locations where tanks have been opened or spaces entered to facilitate vessel repairs as a result of surveys and inspections after the vessel has completed the underwater hull cleaning and surveys while on dock. The initial Compartment Close-out Report shall be prepared at the time the vessel goes on dock and shall be continuously updated until the final report is submitted prior to undocking the vessel. This report will be used by the Contractor and COTR to accomplish a final inspection for discrepancies and cleanliness once work has been completed in those spaces.
- 3.4 The Contractor will incorporate two production days into their performance

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schedule in addition to those required for docking, underwater / freeboard hull cleaning and undocking to accomplish the repair of hull damage identified during the joint hull inspection with the Contractor's Representative, MARAD COTR,

and Ship Recycler's Marine Surveyor and the installation of doublers on hull penetrations specified by the USCG.

4. Performance Schedule Milestones:

4.1 The Contractor shall incorporate into the performance schedule the following major Contract milestones and required due dates as listed:

Milestone	Due Date
1. Deliver Sub-Contractor Listing	3 days after Contract Award Date
2. Deliver Key Personnel Roster	3 days after Contract Award Date
3. Deliver Certificates of Company Insurance to include Pollution Insurance	10 work days after Contract Award Date
4. Deliver Tower' Insurance	NLT 3 work days prior to vessel's scheduled tow.
5. Deliver Production Schedule	3 days after Contract Award Date and before Notice to Proceed
6. Sampling and Testing Plan	3 Days After Contract Award Date
7. Docking Conference	At Least One Day Prior to Docking
8. Dry-dock Vessel	On arrival at the Shipyard
9. Complete Underwater Hull Cleaning	TBD by Contractor's Production Schedule
10. Hull Survey	Within 4 hours after completion of Underwater Hull Cleaning; During Daylight Hours
11. Submit Hull Structure Damage Diagram	Within 4 hours after completion of Hull Survey
12. Inspect Freeboard Ex-foliating Paint Removal With COTR	TBD by Contractor's Production Schedule
13. Contract Status Meeting(s)	5 Days Prior to Dry-docking; Thereafter on a Weekly Basis.
14. Contract Status Reports and updated Production Schedule	24 Hours Prior to Status Meeting
15. Hazardous Waste Removal Report	24 Hours Prior to the Removal of Waste
16. Undocking Conference	At Least One Day Prior to Undocking

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17. Un-dock Vessel	TBD by Contractor's Production Schedule
19. Complete Vessel Tank Soundings	Within 2 Hours of Un-docking
20. Tank Soundings Comparison Report	Within 4 Hours of Un-docking
21. MARAD Dry-docking Report (MA-57)	Within 24 Hours of Un-docking
22. Compartment Close-out Report	Prior to Un-docking the Vessel
23. Complete all Hazmat Removal/ Disposal	TBD by Contractor's Production Schedule
23. Complete Facility Cleaning and Restoration	30 Days After Vessel is Un-docked
24. Deliver Final Closeout-Report	30 Days After Vessel is Un-docked
265. Deliver Final Waste Management Report	45 Days After Vessel is Un-docked
76. Deliver Final Production Schedule.	30 Days After Vessel is Un-docked
27. Deliver Final Production Schedule.	30 Days After Vessel is Un-docked

5. Performance Criteria/Deliverables:

5.1 Production Schedule (paragraph 3.2)

5.2 Compartment Close-out Report (paragraph 3.3)

6. References: None.

7. Notes:

7.1 Acceptance by the COTR of submitted schedules and associated reports does not relieve the Contractor of performance to the requirements of the Contract. Nor does acceptance serve to approve, warrant, or indicate agreement by the COTR as to the accuracy of the Contractor's schedules.

7.2 Extension of the delivery date will be granted only to the extent the equitable time adjustments to the activity affected by the Change Order, Delivery Order, or delay, exceeds the total (positive or zero) float of a critical activity and extends the delivery date.

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Dry-Docking
DRY-DOCKING

1. Item Name: DRY-DOCKING

2. Scope of Work:

2.1 Location: Contractor's Dry-dock.

2.2 Intent: Contractor shall dry-dock the ship for hull cleaning and environmental surveys.

2.3 The vessel shall remain on dry-dock for the scheduled time to accomplish all work described in the specifications. The Contractor shall include in this CLIN pricing a price for one (1) haul day and one (1) undocking day. Contractor shall submit a Proposed Production Schedule illustrating a dry-docking period to accomplish all work required by the solicitation.

2.4 Post Award Lay Days: All lay days proposed by the Contractor and agreed to by the COTR and lay days resulting from additional/growth work as described in contract modifications to the original contract specifications will be per the daily rate quoted by the contractor in the original quotation/bid CLIN 406. However, delays in dry-docking due to actions that are the responsibility of the Contractor shall be borne by the Contractor.

3. Work Description:

3.1 Provide the necessary labor (including line handlers), equipment, materials, lines and/or wires to drydock vessel at Contractor's facility and for completing work required in this work item.

3.1.1 Within two hours after undocking the vessel the Contractor shall commence sounding the vessel tanks. The Contractor shall prepare and submit within 4 hours after undocking the vessel a Tank Soundings Comparison Report comparing the post dry-dock tank soundings with the pre-SBRF departure sounding and shall highlight in tank volumes.

3.1.2 Contractor shall be responsible for providing the services of a Marine Chemist/Competent Person per Work Item 418, if required.

3.1.3 Contractor shall coordinate regulatory body surveyors and inspectors in all required surveys and inspections of the vessel through the MARAD COTR. MARAD shall be responsible for contacting all regulatory bodies related to work defined in this Specification.

3.2 Contractor shall prepare block arrangement to dry-dock the ship. The Contractor shall erect, set and align the dry-docking blocks according to standard marine practice to

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ensure the vessel's structural integrity is not compromised during the docking evolutions. The blocking shall be positioned so that the propeller, rudder and other vessel equipment on the surface of, or protruding from, the vessel's hull will not be damaged and will be accessible for removal of marine growth. Block height will be such that all removals and repairs cited in these Specifications can be accomplished.

- 3.2.1 Contractor is responsible to ensure all personnel involved with the dry-docking evolutions, such as a Naval Architect, Dock Master, and Marine Surveyor, are properly trained and possess the required licenses, certifications, and approvals to perform the operations described within this work package.
- 3.2.2 The Contractor shall hold a docking/undocking conference at least one (1) day prior to the docking or undocking of the vessel. This conference shall be attended by the Maritime Administration representative (COTR), the Contractor's Dock Master and other interested parties. All details of the docking/undocking evolution, including time of activity, number of tugs, changes to ballast state, etc., are to be discussed and agreed at this conference.
- 3.3 Contractor shall dry-dock the vessel. Contractor shall provide lines, line handlers, warping machinery, positioning crews and devices, disconnect and connect temporary services, install and remove interim hull closures and perform all other support functions to complete dry-docking, and undocking as required by this specification. The contractor shall provide a suitable stable working platform which will make the exposed underwater hull accessible for viewing, cleaning and/or repair. Any surveys, hull cleaning, and underwater repairs as specified herein are to be accomplished as soon after the vessel's arrival as possible.
- 3.4 Contractor shall erect staging, provide portable lift equipment, temporary lighting and ventilation, crane and rigger service in order to accomplish the work defined in this specification and all other dry-dock critical work.
- 3.5 Contractor shall clean the dry-dock, and properly and legally dispose of all materials, such as trash, scrap, debris, dirt and garbage generated during the dry-docking period. Disposal shall be accomplished in accordance with Work Items 112 and 407.
- 3.6 During the docking evolution all discharges from the vessel must be included in, and covered under, the facilities NPDES permit, or equivalent federal or state water discharge permit.
- 3.7 Contractor shall undock the vessel upon completion of all work required by this specification. The Contractor shall provide the required tugs and pilots for undocking the vessel and transfer to the wet berth.

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- 3.7.1 When flooding the dry-dock for undocking, the Contractor shall suspend flooding just prior to the vessel floating free of the blocks. The vessel shall be held in this position for a minimum of 2 hours. During this time the Contractor shall visually check all accessible spaces and any spaces where repair work occurred below the water-line for flooding. Any indications of water ingress shall be investigated by the Contractor and reported to the COTR with recommended corrective courses of action. If at the end of the two hour period if there is no evidence of water ingress into the vessel the undocking shall continue until the vessel is floating free in the dry-dock. The vessel shall be held in this position for one hour while the Contractor monitors the vessel to determine any significant deviation from the vessel trim at the time of docking. If after one hour the vessel has maintained the appropriate trim the vessel can be removed from the dock and delivered to a wet berth at the Contractor's facility in accordance with Work Item 404.
- 3.7.2 Complete MARAD Dry-docking Report (MA-57) and provide to the COTR within 24 hours of the ship being undocked.

4. Performance Criteria/Deliverables:

- 4.1 Complete Docking and Undocking Conference to the satisfaction of the COTR.
- 4.2 Complete MARAD Dry-docking Report (MA-57)

5. References:

- 5.1 Docking Plans, if available, will be provided to the Contractor for reference. However, these plans do not necessarily address the specific vessel identified in this Specification and shall be used for guidance only. The docking plans shall be provided by the SBRF.

6. Notes:

- 6.1 Vessel shall have exclusive use of graving/floating dock, unless otherwise agreed to by MARAD.
- 6.2 No fuel is to be required to be removed from the ship for dry-docking.

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Item 0202

Dry-Docking

HULL CLEANING

1. Item Name: HIGH PRESSURE WATER WASH OF UNDER WATER HULL, ACCOMPLISH

2. Scope of Work:

2.1 Location: Vessels Hull – From the existing water line mark to the keel.

2.2 Intent: The purpose of this work item is to clean the vessel's underwater hull by removing marine bio-fouling from the underwater hull surfaces of the vessel using high pressure water wash.

3. Work Description:

3.1 Provide the necessary labor, equipment, and materials, for the purposes of accomplishing the high pressure water wash of the vessel's underwater hull surfaces free of organic bio-fouling materials. The Contractor's pricing shall be based on an estimated square footage in for underwater hull surface area as provided in 3.1.1-3.1.5. Contractor shall clean the dry-dock and properly and legally dispose of all marine growth removed from the hull surfaces during the performance of this item. Disposal of all waste generated from this item shall be handled and disposed of in accordance with Work Items 0112 and 0407.

3.1.1 ADV – 30,420 SQFT

3.1.2 AGE – 30,440 SQFT

3.1.3 AID – 31,170 SQFT

3.1.4 AMB – 31,150 SQFT

3.1.5 GLA – 21,146 SQFT

3.2 Immediately upon completion of vessel dry-docking Contractor shall commence high pressure water washing of all under water hull surfaces, appendages and under water shell openings back to the first blank or valve. Water pressure shall be of sufficient pressure (a minimum of 3,500 p.s.i. to a maximum of 5,000 p.s.i.) to remove all marine bio-fouling from under water hull surfaces, but not damage the hull structure. Note: It is acceptable not to remove tightly adhered basal remnants where marine growth attaches to the surface of the hull. Basal remnants of marine growth are considered tightly adhered if they cannot be removed by scraping with a dull putty knife after the high pressure water wash has been completed.

3.2.1 Perform a joint survey of the entire hull within 4 hours of high pressure water wash, during daylight hours, with the Contractor's Representative, COTR, and Ship Recycler's Marine Surveyor. Provide man-lift, technical and

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HULL CLEANING

labor assistance to visually inspect, mark and record shell plate welding at and below the quiescent water line for any damaged plating, castings, welds or rivets. All damaged areas shall be marked with waterproof marker for later inspection by the COTR. If the specified time requirement does not coincide with daylight hours, the survey shall be accomplished as soon as possible during the next span of daylight hours.

4. Performance Criteria/Deliverables:

- 4.1 Contractor shall high pressure water wash the vessel's underwater hull to remove marine bio-fouling growth.
- 4.2 Accomplish underwater hull survey within four (4) hours after the completion of high pressure water wash, during daylight hours only.
- 4.3 Submit to the COTR a diagram or drawing that adequately identifies dimensionally areas of damage to the hull structure and hull blanks specified by the marine surveyor and USCG to the nearest frame number, shell plate strake or other structural reference marker within 4 hours after completion of hull survey. Accomplish this requirement in conjunction with Work Item 201, Paragraph 4.2 and Item 401, Paragraph 3.1
- 4.5 Disposal of all waste generated from this item shall be handled and disposed of in accordance with Work Items 112 and 407.

5. References: None

6. Notes: None

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Item 0401 (OPTIONAL)

Supplemental and Unit Pricing

Underwater Hull Steel Repairs/Renewals/Blanks

1. Item Name: UNDERWATER HULL STEEL REPAIRS/RENEWALS/BLANKS

2. Scope of Work:

2.1 Location: Various Hull Locations

2.2 Intent: Purpose of this work item is to repair and/or renew damaged hull plating, welds and structure and to install blanks on underwater hull penetrations to ensure watertight integrity.

3. Work Description:

3.1 After receipt of the Marine Surveyor's written post dry-dock hull inspection report carried out in Item 0201 and 0202 and as directed by MARAD COTR the Contractor will accomplish underwater hull steel work as specified in a contract modification. The Contractor shall provide unit prices per pound for the installation of the structural shapes in the designated categories for the weight ranges in each column in the table below. Clad welding and butt and seam welding unit prices shall be as designated in the table. Payment shall be based on actual sizes installed calculated for each plate and shape by total weight in each category and weight range.

Steel Types/ Weights	500 Pounds or Less	501 to 2500 Pounds	2501 to 5000 Pounds
General - Hull Plating (Flat Insert)			
General - Hull Plating (Flat Doubler)			
General - Hull Plating (Shaped Insert)			
General - Hull Plating (Shaped Doubler)			
General - Deck Plating (Flat Doubler)			
General - Bulkhead Plating (Flat Doubler)			
General - Stringers			
General - Frames			
General - Side Longitudinal			
General - Bulkhead Stiffeners			
Seam and Butt Weld 1 inch x 1 linear foot.			

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Item 0401 (OPTIONAL)

Supplemental and Unit Pricing

Underwater Hull Steel Repairs/Renewals/Blanks

4. Performance Criteria/Deliverables:

- 4.1 Steel certificates will be maintained on file and shall be delivered to the COTR upon request.
- 4.2 All welders performing steel work on the vessel shall maintain the latest certification required by regulatory bodies to perform the assigned tasks. Welder certifications shall be maintained on file and shall be made available to the COTR upon request.
- 4.3 Disposal of all waste generated from this item shall be handled and disposed of in accordance with Work Items 112 and 407.
- 4.4 Contractor shall perform a final walkthrough with the MARAD Representative (COTR) prior to completion of this item. Contractor shall provide all equipment, staging, man lifts, etc required to establish that paragraph 3.1.1 has been satisfied.

5. References:

- 5.1 Contact Joe Pecoraro (707) 745-0487 at the Suisun Bay Reserve Fleet to determine the availability of structural plans for these vessels.

6. Notes:

- 6.1 All steel replacement shall be priced and accomplished as ABS grade, mild steel and high tensile steel and include all costs associated with material, crop-out, templating, preparation, fabrication, handling, rigging, fitting/installation, welding, and testing. The weight ranges listed are for contract total weights. When steel repairs are required a separate specification will be issued for the appropriate repair.
 - 6.1.1 Interferences, access, gas free cleaning and certification, and removal of hazardous materials and their disposal shall be priced separately from this work requirement.
- 6.2 The Contractor will incorporate two production days into their performance schedule in addition to those required for docking, underwater / freeboard hull cleaning and undocking to accomplish the repair of hull damage identified during the joint hull inspection with the Contractor's Representative, MARAD COTR, and Ship Recycler's Marine Surveyor and the installation of doublers on hull penetrations

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Item 0401 (OPTIONAL)

Supplemental and Unit Pricing

Underwater Hull Steel Repairs/Renewals/Blanks

specified by the USCG.

6.3 Asbestos is present aboard this vessel, and in some areas may be friable. This work may cause asbestos to become airborne, so for the protection of the Contractor's employees, it is recommended that the necessary precautions (monitoring, testing, personnel protection, etc.) be taken in accordance with OSHA regulations, until Contractor deems that no threat exists in work areas related to this specification.

6.4 Bio hazards may exist aboard this vessel. Contractor shall proceed in accordance with their own established procedures. Accumulated bird excrement on vessel surfaces, primarily pigeon droppings, provides an excellent growth medium for organisms of potential human health concern of which Cryptococcus and Histoplasmoses are the most prevalent. Cryptococcus and Histoplasmosis infections typically occur by inhaling the pathogenic spores through the nose and mouth. Therefore, bird droppings are most dangerous when they are dry and subject to becoming airborne as a fine dust, particularly when disturbed by various activities including walking, sweeping or scrapping. Germicides can be applied to accumulated droppings prior to any type of cleanup however; their effectiveness is not proven.

6.5 Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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Item 0402

Supplemental and Unit Pricing

TOWING TO CONTRACTOR'S FACILITY FROM SBRF; ACCOMPLISH

**1. Item Name: TOWING TO CONTRACTOR'S FACILITY FROM SBRF;
ACCOMPLISH**

2. Scope of Work:

2.1 Location: Ship is presently moored in the Suisun Bay Reserve Fleet (SBRF), Benicia, California. .

2.2 Identification: Transit to the Contractor's facility.

2.3 Intent: It is the intent of this specification that the Contractor take custody of, and tow the vessel, in "AS-IS, WHERE-IS" "cold" plant condition, from its present mooring location at the SBRF to the Contractor's facilities where it shall be dry-docked immediately upon arrival, unless otherwise approved by the COTR.

3. Work Description:

3.1 The Contractor shall provide all other material, personnel, assist tugs, resources required to unmoor vessel from current position in the row and tow to the Contractor's facility. This includes but is not limited to tug boats, riding crew (and sanitary facilities), pilots, certificates and regulatory body notifications and approval. The Contractor shall be responsible, with SBRF assist, for all work associated with the relocation of vessels in the row that have been disturbed by the departure of the subject vessel. This work may include but is not limited to repositioning anchors, pushing the remaining ships back together to close the opening in the row or repositioning of other vessel from within the row from which the ship was removed. The work is ship specific and will be determined at a pre-bid conference at the SBRF attended by the Contractor, the Contractor's towing company, the Recycler and SBRF personnel. SBRF personnel will provide crane service, line handlers (at the SBRF facility only) and escort services for Contractor's personnel in preparation of the vessel for departure from its current mooring position.

At the conference the parties shall develop a vessel towing plan that shall include all activities necessary for the removal of the vessel from the fleet and the safe delivery of the vessel to the Contractor's drydock facility. The towing plan shall include but is not limited to the sequence of the vessel's removal from the row, number of tugs required to execute the removal, closure and delivery of the vessel, sequence for closing the row (either by pushing the row together or placement of another vessel from the same row in the opening or by the placement of a vessel from another row into the vacated opening). The movement of another vessel from different row than from the row in which the contracted vessel is removed shall be covered under

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CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

Item 0402

Supplemental and Unit Pricing

TOWING TO CONTRACTOR'S FACILITY FROM SBRF; ACCOMPLISH

separate contract and shall not be included in the offerors bid price. The plan shall include the current draft and trim figures for the vessel based on physical inspection of the vessel at its berth and shall address any and all ballasting requirements necessary for dry-docking the vessel.

- 3.2. Thirty (30) days prior to departure from the SBRF MARAD will accomplish the Notification of Intent (NOI) to the Environmental Protection Agency that the vessel is now subject to the requirements of the NPDES Vessel General Permit. The Contractor shall be responsible for ensuring that the vessel is in compliance with the NPDES Vessel General Permit while under tow, and for all the inspections, record keeping, and reporting requirements under the NPDES Vessel General Permit, with the exception of filing the Notices of Intent and Termination, which will be filed by MARAD. Under no circumstances will liquids be discharged overboard from the Obsolete Vessels while under tow except as permitted under the NPDES Vessel General Permit.

4. Performance Criteria/Deliverables:

- 4.1 The Contractor shall attend the pre-bid towing conference at the vessel and shall include with their bid an affidavit attesting to their attendance (and any applicable subcontractor) at the pre-bid conference along with a list of their attendees.
- 4.2 The Contractor shall submit with their bid a vessel towing plan.
- 4.3 Remove the vessel from the SBRF and safely deliver it to the Contractor's facility.
- 4.4 Comply with the NPDES Vessel General Permit requirement during vessel towing.

5. References: None

6. Notes:

- 6.1 Point of contact for SBRF Fleet Program Manager is Joe Pecoraro (707) 745-0487.
- 6.2 The recycling contractor shall perform the required inland and oceanic towing preparations necessary to prepare the vessel for tow to the Contractors shipyard and for tow to the recycler's facility after completions of the work in the Shipyard. The recycling contractor shall obtain all United States Coast Guard authorizations and approvals necessary to tow the vessel from the SBRF and the Contractors Shipyard.

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Item 0404

Supplemental and Unit Pricing
WET BERTH AND MOORING

1. Item Name: WET BERTH AND MOORING; PROVIDE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Identification:

2.3 Intent: Provide a daily price for services required to properly secure the vessel in a wet berth at the Contractor's facility; monitor the vessel's trim and stability; and perform daily inspections to check for water intrusion; In addition, provide a price for releasing the vessel at the completion of contract period.

3. Work Description:

3.1 Furnish a wet berth (on a daily basis) for the vessel after the dry-docking period. The wet berth mooring facilities, bollards, bitts, and other pier and berth fittings used shall be capable of safely holding the vessel during storm or high wind conditions. Provide the following associated with the wet berth and mooring:

3.2 Fenders between the vessel and piers and other floating equipment to ensure that the vessel's hull plating and hull coating system are protected.

3.3 The Contractor shall monitor and maintain existing fire and floating alarms (visual and audible) for the period of time the vessel is in the wet berth.

3.4 The Contractor shall continually monitor the vessel's trim and stability while in the wet berth and shall at a minimum conduct a daily inspection of the vessel's accessible spaces to check for water intrusion.

3.5 During the wet berthing evolution all discharges from the vessel must be included in, and covered under, the facility's NPDES permit, or equivalent federal or state water discharge permit.

3.6 A minimum of two (2) feet of water shall be maintained under the vessel's keel for its entire length, at all times and for all tide conditions.

3.7 The Government reserves the right to receive, approve or disapprove any Contractor-proposed berthing arrangement. The Contractor remains solely responsible for the safety of the vessel while in his custody.

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Item 0404

Supplemental and Unit Pricing
WET BERTH AND MOORING

4. Performance Criteria/Deliverables:

- 4.1 Provide a price for daily wet berthing of the vessel in accordance with the specification above.
- 4.2 Provide a price for releasing the vessel from the wet berth at the completion of contract period.

5. References:

- 5.1 Section I, subparagraph I.13 Option for Increased Quantity-Separately Priced Line Item.

6. Notes:

- 6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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Item 0405 (OPTIONAL)

Supplemental and Unit Pricing

CRANE SERVICE

1. Item Name: CRANE SERVICE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide crane services at the request of the MARAD COTR.

3. Work Description:

3.1 During contract period, the Contractor shall provide crane service for the purpose of assistance when required by COTR.

3.1.1 For bidding purposes, estimate the cost of one (1) hour crane service, complete with two (2) riggers.

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing for one (1) hour of crane service, complete with (2) riggers.

5. References:

5.1 Section I, subparagraph I.13 Option for Increased Quantity-Separately Priced Line Item

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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Item 0406 (OPTIONAL)

Supplemental and Unit Pricing

DRY-DOCK LAY DAY

1. Item Name: DRY-DOCK LAY DAY

2. Scope of Work:

2.1 Location of Work: Contractor's Dry-dock.

2.2 Intent: Provide unit pricing for additional dry-dock lay day at the request of the MARAD COTR.

3. Work Description:

3.1 In addition to the firm-fixed price for dry-docking and undocking the vessel in Item 201, the Contractor shall provide the cost for additional days of vessel in dry-dock. Cost of this item shall be the complete cost of an additional lay day on Contractor's dry-dock when vessel is required to remain on dry-dock at MARAD's request. This cost shall reflect all the lay day dry-docking requirements of Work Item 201. Contractor shall note that if the reason for extended dry-dock is due to Contractor's delay or normal work, this item will not be used.

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing, per gross registered ton, for one (1) dry-dock lay day.

5. References:

5.1 Section I, subparagraph I.12 , 1252.217-75 Lay Days and I.13 Option for Increased Quantity-Separately Priced Line Item

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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Item 0407 (OPTIONAL)

Supplemental and Unit Pricing

DISPOSE OF WASTE

1. Item Name: DISPOSE OF WASTE

2. Scope of Work:

2.1 Location: Contractor's dry-dock.

2.2 Identification: Hazardous waste materials requiring disposal under Resource Conservation and Recovery Act.

2.3 Intent: Purpose of this work item is to dispose of waste created as a result of marine bio-fouling and paint remediation from vessel underwater and freeboard surfaces.

3. Work Description:

3.1 In accordance with the work required by this specification the Contractor shall dispose of waste generated as the result of work accomplished on this vessel, in accordance with all federal, state and local regulations. Disposal of the waste will be approved by the COTR and specified in a contract modification per the unit prices for supplemental work provided by the Contractor and shown in the table below.

Waste Type		
Paint Chips	CLIN 0407AA Price per drum up to 10 drums; only one drum per vessel less than full	CLIN 0407AB Price per drum up over 10 drums; only one drum per vessel less than full
Contaminated Water	CLIN 0407AC Price per gallon up to 1,000 gallons	CLIN 0407AD Price per gallon over 1,000 gallons
Organic Hull Waste (Non-Hazardous)	CLIN 0407AE Price per ton	
Hull Waste (Hazardous Non-RCRA)	CLIN 0407AF Price per ton	

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing per above.

5. References:

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Item 0407 (OPTIONAL)

Supplemental and Unit Pricing

DISPOSE OF WASTE

5.1 Section I, subparagraph I.12 Lay Days and I.13 Option For Increased Quantity- Separately Priced Line Item.

6. Notes:

6.1. Option to be approved by the COTR and specified in a contract modification per the unit prices under this CLIN.

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CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

Item 0408 (OPTIONAL)

Supplemental and Unit Pricing

SUPPLEMENTAL WORK

1. Item Name: SUPPLEMENTAL WORK (LABOR, MATERIAL AND SUBCONTRACTORS NOT OTHERWISE DEFINED BY THE CONTRACT)

2. Scope of Work:

2.1 Location of Work: Multiple locations.

2.2 Intent: Provide unit pricing for additional general supplemental work discovered during performance and ordered at the request of the MARAD COTR.

3. Work Description:

3.1 Labor: The Contractor shall provide an hourly man-hours labor rate for Supplemental Repair work which shall be a yard wide composite labor rate in included all management, supervision, overhead, G&A, handling charges, freight and profit. The government may order up to 50 percent more hours than the number of hours currently estimated in the CLIN at the same labor rate provided therein.

3.2. Material: There is to be no burden on these charges for either subcontractor costs or material charges. The government may order up to 50 percent more material than the amount currently estimated in the CLIN.

3.3 The Supplemental Work dollars will be allocated by the COTR via Delivery Orders.

4. Performance Criteria/Deliverables:

4.1 Provide Condition Found Report to COTR upon discovery of latent defects that affect the performance of work.

5. References:

5.1 Section H, clause, SUPPLEMENTAL WORK REQUEST and clause, SUPPLEMENTAL GROWTH REQUIREMENTS

6. Notes:

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Item 0408 (OPTIONAL)

Supplemental and Unit Pricing

SUPPLEMENTAL WORK

- 6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.

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CIM NOR, SHO, MT H, MT W, WIL, WYM, NER, WIT**

Item 0415 (OPTIONAL)

Supplemental and Unit Pricing

TEMPORARY LIGHTING AND VENTILATION

1. Item Name: TEMPORARY LIGHTING AND VENTILATION; PROVIDE

2. Scope of Work:

2.1 Location of Work: Throughout the vessel

2.2 Intent: Provide temporary lighting and ventilation throughout the vessel as required to safely and properly accomplish work required by this Specification.

3. Work Description:

3.1 The Contractor shall provide and maintain temporary lighting and ventilation as required in areas of the ship requiring entrance of Contractor and/or MARAD personnel due to work required by this Specification.

3.1.1 Contractor shall assume that no shipboard lighting or ventilation systems are available for use during this contract period.

3.2 Temporary lighting shall be equipped with Underwriter Laboratory (UL) approved industrial type shatterproof bulbs and protective cages.

4. Performance Criteria/Deliverables:

4.1 Provide unit pricing to install and remove temporary lighting for one (1) space or tank.

4.2 Provide unit pricing to install and remove temporary ventilation for one (1) space or tank.

4.3 Provide unit pricing to maintain temporary lighting for one (1) space or tank on a daily basis.

4.4 Provide unit pricing to maintain temporary ventilation for one (1) space or tank on a daily basis.

5. References: None

6. Notes:

6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.

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Item 0415 (OPTIONAL)

Supplemental and Unit Pricing

TEMPORARY LIGHTING AND VENTILATION

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Item 0418 (OPTIONAL)

Supplemental and Unit Pricing
CHEMIST GAS FREE CERTIFICATION

1. Item Name: CHEMIST GAS FREE CERTIFICATE

2. Scope of Work:

2.1 Location of Work: Various

2.2 Intent: Provide the services of a National Fire Prevention Association Certified Marine Chemist and Competent Person to inspect, test, and certify that the work sites and systems aboard the vessel are safe for entry, hot work, and that explosive or other dangerous atmospheres do not exist in areas to be accessed or worked.

3. Work Description:

3.1 In compliance with Reference 5.1, provide "Marine Chemist's Certificate" and "Log of Inspections and Tests by Competent Person" (OSHA Form #74) for all areas of the vessel to be worked, inspected or accessed, for the accomplishment of the work. Areas of certification shall be, but are not limited to, tanks, cofferdams, voids, holds, trunks, machinery spaces, engineroom/shaft alley bilges, tank tops, and piping systems. "Marine Chemist's Certificate" shall be required and the space certified gas free, prior to any personnel entering or commencement of any hot work or repairs.

3.1.1 After the initial inspection, testing, and certification by the Marine Chemist, the vessel shall be inspected and tested on a daily (work day) basis by a Shipyard Competent Person or Marine Chemist as required to ensure that no changes have occurred to the vessel's condition which would change the certification for any systems or spaces in which work is to occur. If changes occur or new spaces/systems are scheduled for work, a Marine Chemist will inspect same and certify prior to commencement of work.

3.1.2 "Marine Chemist's Certificate" and "Log of Inspections and Tests by Competent Person" (OSHA Form #74) shall be provided as follows:

3.1.2.1 Post the original "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74), protected from the weather, at the access or location of entry of hot work, or in a location designated by the COTR.

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Supplemental and Unit Pricing

CHEMIST GAS FREE CERTIFICATION

3.1.2.2 Post a copy of "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) certificates at a conspicuous location, protected from the weather, in the vicinity of the gangway.

3.1.2.3 Provide to the COTR a legible copy of each "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA form #74).

3.1.2.4 Furnish a Certificate of Certification (OSHA form # 73) to the COTR for Competent Persons.

3.1.3 Furnish certified "Marine Chemist's Certificates" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) as required by this specification for all growth and new work items. The cost of "Marine Chemist's Certificate" and "Log of Inspection and Tests by Competent Person" (OSHA Form #74) shall be included in each growth or new work delivery order.

3.1.4 The Contractor shall notify the Certified Marine Chemist and Competent Person before any berthing changes to the vessel are accomplished.

4. Performance Criteria/Deliverables:

4.1 "Marine Chemist's Certification" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) posted near gangway and access points or work area.

4.2 Receipt of a legible copy of "Marine Chemist's Certifications" and "Log of Inspection and Tests by Competent Person" (OSHA form #74) to the COTR.

4.3 Receipt of a certificate of Certification OSHA FORM #73 for Competent Persons.

4.4 Provide unit pricing for a Certified Marine Chemist on a daily basis.

4.5 Maintenance of Marine Chemist Certificates by an OSHA Qualified Competent Person will be priced in accordance with CLIN 0408 Supplemental Work.

5. References:

5.1 OSHA 29 CFR, Part 1915

6. Notes:

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Item 0418 (OPTIONAL)

Supplemental and Unit Pricing

CHEMIST GAS FREE CERTIFICATION

- 6.1. Option to be approved by the COTR and negotiated under references listed in paragraph 5 under this CLIN.

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COMMERCIAL CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)

52.212-4 Contract Terms and Conditions—Commercial Items Aug 2011

ADDENDUM Para. (p) Limitation of Liability, is revised to read: MCL-H3 INDEMNITY AND INSURANCE

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

INDEMNITY AND INSURANCE (ADDITIONAL)

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any

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claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) **TYPES OF INSURANCE AND MINIMUM COVERAGE.** The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$1 million bodily injury by accident, each accident - \$1 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$1 million for each person per occurrence and \$1 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$1 million combined single per occurrence limit for bodily injury and property damage and \$1 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$1 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$1 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-590 W23-313, 1200 New Jersey Ave SE Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR 590 W23-313, 1200 New Jersey Ave SE., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Usable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

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(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

ADEDENDUM to FAR 52.212-4 Para.(g) Invoice

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov.

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

IMPORTANT NOTICE: FAR 52-232-33 (Payment by Electronic Funds transfer Central Contractor Registration, May 1999) makes mandatory the requirement for contractors to be registered in the CCR Database. CONTRACTORS MAY REGISTER ONLINE AT [HTTP://WWW.CCR.GOV/](http://www.ccr.gov). IT IS MANDATORY TO OBTAIN A DUNS NUMBER PRIOR TO REGISTERING. CONTRACTORS SHALL CALL DUN& BRADSTREET (1-800-333-0505) TO OBTAIN. AWARD CANNOT BE MADE UNLESS REGISTERED

52.227-14 Rights in Data-General. Dec 2007

(a) Definitions. As used in this clause-
"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

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"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior,

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express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

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(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.233-02 SERVICE OF PROTEST

SEPT 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 kathryn.rato@dot.gov, Kathryn Rato.

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

For DOT clauses e.g. 1252... go to <http://www.dot.gov/ost/m60/tamtar/part1252.htm#1252.2>

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION OCT 1994

1252.217-72 PERFORMANCE OCT 1994

1252.217-73 INSPECTION AND MANNER OF DOING WORK OCT 1994

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1252.217-74 SUBCONTRACTS OCT 1994
1252.217-79 DELAYS OCT 1994

1252.223 71 ACCIDENT AND FIRE REPORTING Apr 2005

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

1252.217 -77 TITLE OCT 94

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of this contract shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the contract, or with the approval of the Contracting Officer during performance of the contract, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipments.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

1252.217 -80 DEPARTMENT OF LABOR SAFETY AND HEALTH FOR SHIP REPAIR Apr 2005

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with--

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

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1252.217-75 LAYDAY OCT 1994

(a) Lay day time will be paid by the Government at the Contractor's stipulated bid price for this item of the contract when the vessel remains on the dry dock or marine railway as a result of any change that involves work in addition to that required under the basic contract.

(b) No lay day time shall be paid until all items of the basic contract for which a price was established by the Contractor and for which docking of the vessel was required have been satisfactorily completed and accepted.

(c) Days of hauling out and floating, whatever the hour, shall not be paid as lay day time, and days when no work is performed by the Contractor shall not be paid as lay day time.

(d) Payment of lay day time shall constitute complete compensation for all costs, direct and indirect, to reimburse the Contractor for use of dry dock or marine railway.

1252.217-70 Guarantee. APR 2005)

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

1252.217-73 Inspection and manner of doing work. OCT '94

(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

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- (3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.
- (4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.
- (d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.
- (e) The Contractor shall?
- (1) Exercise reasonable care to protect the vessel from fire;
 - (2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.
 - (3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;
 - (4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;
 - (5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.
 - (6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;
 - (7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and
 - (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
 - (9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the COTR of the status of all valves closures and openings for which the contractor's workers were responsible.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to?
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
 - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable?
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
 - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.
- (j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

FAR 52.223-18 Contractors Policy to Ban Texting while Driving 2011

MARAD Clauses:

MCL.E-1 Delegation of Inspection and Acceptance AUG05

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

MCL.H01 Supplemental Growth Repair: The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.

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MLC.H-2 Supplemental Work Request

The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein, through bilateral agreement with the COTR though the sum of all bilateral COTR/Contractor agreements (e.g. Delivery Orders) shall not exceed the total contract value.

H-5 SUPPLEMENTAL WORK REQUESTS

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.) (10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i)

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directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$5,000.

MLC. TOWER'S INSURANCE

A. The coverage below shall be in effect while the Obsolete Vessel(s) are being towed:

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1. Tower's Liability - When the Obsolete Vessel(s) is being moved it must have full form tower's liability with the United States of America being named and waived.

Minimum Coverage Requirements: \$5 million limit.

2. Hull and Machinery,

Minimum Coverage Requirements:

The Contractor shall ensure that any tower of the Obsolete Vessel(s) shall maintain broad form collision tower's liability with a limit of \$5 million. The tower shall also insure each tug performing under this contract with Protection and Indemnity Insurance with a minimum limit of \$5 million and Hull & Machinery Insurance covering the value of each tug.

3. Marine Protection and Indemnity (P&I), including, but not limited to, sudden and accidental pollution liability, full collision liability, and removal of wreck. This coverage shall include insurance for damage to third parties however caused arising out of movement of the Obsolete Vessel(s).

Minimum Coverage Requirements: \$10 million per occurrence

B. CONFIRMATION FORMS AND INFORMATION

Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All insurance shall be subject to the approval of the Director, Office of Subsidy and Insurance, Maritime Administration, and must contain a thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any nonrenewable which is the option of the insurer, said notice to be provided to the Contracting Officer and COTR.

The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

MLC H.8 NON DISCLOSURE OF DATA

1. The Contractor, and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
- (b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

2. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subcontractor's) records.

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3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

MLC. H-12 Maritime Liens No Authority to Incur

(a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.

(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.

(c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.

(d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement.

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The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessaries to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

MCL-H13 Supervision

the Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items. (Nov 2011)

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

X ___ (1) [52.203-6](#), **Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).**

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

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___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (10) [Reserved]

___ (11)(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).

___ (12)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

X___ (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)). If award >\$650,000, and this is does not apply to a Small Business concern.

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

X___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

___ (iv) Alternate III (Jul 2010) of [52.219-9](#).

___ (15) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

___ (16) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

x___ (17) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (18)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (19) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (20) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

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

___ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

___ (24) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).

___ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

x___ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

x___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

_x___ (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

x___ (29) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

x___ (30) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

___ (31) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).

x___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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___ (33) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 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](#).)

___ (34)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (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.)

___ (35) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (36)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of [52.223-16](#).

___ (37) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (38) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

___ (39)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of [52.225-3](#).

___ (iii) Alternate II (Jan 2004) of [52.225-3](#).

___ (40) [52.225-5](#), Trade Agreements (Nov 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (41) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (42) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (43) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (45) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

x ___ (46) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (47) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (48) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (49) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (50)(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.]

x ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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x__ (2) [52.222-42](#), **Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)**. Laborers \$19.00/hr, line handlers: 15.00/hr, Rigger \$28.00, Welder \$26.00

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).

__ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 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) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [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](#).

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(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [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.

ATTACHMENTS

- 1) Statement of Work
- 2) Submittal document: Pricing Spreadsheet
- 3) DOL Wage Determination
- 4) SBRF Mooring Plan, ships scheduled for departure before work of this Solicitation (and not showing on ATTCH) are the Glacier, Agent, Aide, Adventurer, Ambassador, and the Mispillion on 1/5/12, Pigeon on 1/6/12 and PYRO on 1/24/12
- 5) Docking Plans available by request

The full text of any clauses reference above are available from the Contracting Officer or may be accessed electronically at: <http://www.arnet.gov/far>.