

<b>SOLICITATION, OFFER AND AWARD</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	Page 1 of 41
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2. CONTRACT NUMBER <b>DTMA1C07006</b>	3. SOLICITATION NUMBER <b>DTMA1R05008/0002</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>11/28/2006</b>	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590  TEL: (202) 366-5757 ext. FAX: (202) 366-3237 ext.	CODE <b>00091</b>	8. ADDRESS OFFER TO (If other than Item 7) DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 2:00 PM local time 12/20/2006  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Rilla Gaither	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 366-1942	C. E-MAIL ADDRESS
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	12/14/2005	0002	11/28/2006

15A. NAME AND ADDRESS OF OFFEROR	CODE * ICI Services, LLC 17491 Jefferson Davis Hwy Dumfries, VA 22026-2244	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Brian A. Kozlowski Director of Engineering
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 703 441-3644	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE 12/15/2006
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$2,500,000.00	21. ACCOUNTING AND APPROPRIATION - - X303 - 9 - 05 - 30 - - 40TECO - 160000 - - 2526 - - - - - 05 - 300561
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41. U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) ITEM 25
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24. ADMINISTERED BY (If other than Item 7) DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590	CODE <b>00091</b>	25. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City, OK 73125
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26. NAME OF CONTRACTING OFFICER (Type or print) Frank Bajowski	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE 07/26/2007
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1C07006	<b>Title</b> Engineering Support Services LOE	<b>Page</b> 2 of 41
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**Total Funding:** \$2,500,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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*The Contractor shall furnish services, as ordered, in accordance with the terms of the U.S. Maritime Administration (MARAD) Ready Reserve Force (RRF) Engineering Support Services (ESS) Contract No. DTMA1C07006 on the following line items to perform tasks within the scope of work specified in Section C herein.*

0001	Base Period		0.00	NTE	\$500,000.000	\$ 0.00
(07/26/2007 to 07/25/2008)						

Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

0002	Option Period One		0.00	NTE	\$500,000.000	\$ 0.00
(07/26/2008 to 07/25/2009)						

OPTION PERIOD

Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

0003	Option Period Two		0.00	NTE	\$500,000.000	\$ 0.00
(07/26/2009 to 07/25/2010)						

OPTION PERIOD

Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

0004	Option Period Three		0.00	NTE	\$500,000.000	\$ 0.00
(07/26/2010 to 07/25/2011)						

OPTION PERIOD

Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

0005	Option Period Four		0.00	NTE	\$500,000.000	\$ 0.00
(07/26/2011 to 07/25/2012)						

OPTION PERIOD

Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1C07006	<b>Title</b> Engineering Support Services LOE	<b>Page</b> 3 of 41
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**Total Funding:** \$2,500,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0006	Option Period Five	(07/26/2012 to 07/25/2013)	0.00	NTE	\$500,000.000	\$ 0.00
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Labor category descriptions for the professional, technical, and administrative positions for the base year and the labor category fixed hourly rate including wages, overhead, G&A, and profit are detailed in Attachment J-1.

OPTION PERIOD

0007	Material		0.00	N/A	\$.000	\$ 0.00
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Material Other Direct Costs will be reimbursed. The not-to-exceed ceiling amount for Material ODCs will be awarded on individual delivery orders.

0008	Travel		0.00	N/A	\$.000	\$ 0.00
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Travel Other Direct Costs will be reimbursed. The not-to-exceed ceiling amount for Travel ODCs will be awarded on individual delivery orders.

**Total Cost:** \$0.00

*Not to exceed (NTE) total cost specified above.  
Funds will be provided on individual task orders. There are no funds awarded on this document.*

cc: Frank Bajowski; Carl Heck; MARAD Obligations

**Contract Level  
Funding Summary**

**Document Number**  
DTMA1C07006

**Title**  
Engineering Support Services LOE

**Page**  
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- - X303 - 9 - 05 - 30 - - 40TEC0 - 160000 - - 2526 - - - - 05 - 300561

\$2,500,000.00

**Total Funding: \$2,500,000.00**

**Shipping Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/Maritime Administration, MAR-611 <b>Addr:</b> 1200 New Jersey Ave., SE MAR380, W28-201  Washington DC 20590 <b>Attn:</b> Carl A. Heck <b>Phone:</b> (202) 366-2632 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Justin Breeden, Accounting Technician <b>Phone:</b> (405) 954-2223 ext. <b>Fax:</b> (405) 954-9573 ext.

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COMMERCIAL CLAUSES

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES AND PRICE / COST

Line Item Number	Description	(Start Date to End Date)	Quantity	Issue	Unit Price	Total Cost
0001	Sr. Designer/Eng./Arch	09/30/06	1040	HOUR		
0001AA	Option Year One	09/30/07	1040	HOUR		
0001AB	Option Year Two	09/30/08	1040	HOUR		
0001AC	Option Year Three	09/30/09	1040	HOUR		
0001AD	Option Year Four	09/30/10	1040	HOUR		
0002	Designer/Eng/Arch	09/30/06	1040	HOUR		
0002AA	Option Year One	09/30/07	1040	HOUR		
0002AB	Option Year Two	09/30/08	1040	HOUR		
0002AC	Option Year Three	09/30/09	1040	HOUR		
0002AD	Option Year Four	09/30/10	1040	HOUR		
0003	Marine Cost Estimator	09/30/06	1040	HOUR		
0003AA	Option Year One	09/30/07	1040	HOUR		
0003AB	Option Year Two	09/30/08	1040	HOUR		
0003AC	Option Year Three	09/30/09	1040	HOUR		
0003AD	Option Year Four	09/30/10	1040	HOUR		
<b>0004</b>	<b>Drafter / Graphics Illustator</b>	<b>09/30/06</b>	<b>1040</b>	<b>HOUR</b>		
0004AA	Option Year One	09/30/07	1040	HOUR		
0004AB	Option Year Two	09/30/08	1040	HOUR		



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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 DESCRIPTIONS AND SPECIFICATIONS

#### PERFORMANCE -BASED SERVICES CONTRACT STATEMENT OF OBJECTIVES ENGINEERING SUPPORT SERVICES

##### C.1 Purpose

The contractor shall provide engineering support services aboard ships owned and operated by the Maritime Administration (MARAD) at various out-ports throughout the continental U.S. The efforts outlined herein are required to assist the Office of Ship Operations in performing vessel surveys and satisfying technical needs for Title XI applications, trade-in, marine casualty situations as well as National Defense Reserve Fleet (NDRF), Ready Reserve Fleet (RRF) and State Schoolship Programs. The engineering support requested shall be provided by the contractor directly and/or through specialty subcontractors via individual task orders awarded under this contract.

The contract resulting from this solicitation will be an indefinite-delivery/indefinite quantity contract. All work to be performed under this contract will be issued via task order (TO), and a NOT-TO-EXCEED ceiling price. Task Orders issued under this contract may include both fixed price, or time and materials contract line items (CLINs). The Government is not obligated to issue any Task Orders under this contract.

##### C.2 Scope

The contractor shall provide all labor, supervision, tools, materials, parts and equipment necessary to perform analytical, technical, management and engineering support services aboard ships operated by MARAD.

C.2.1 - The contractor shall perform the engineering maintenance activities necessary to develop improved lay-up, maintenance and operation procedures.

C.2.2 - The contractor shall develop the engineering related documentation (i.e. studies, reports and analyses) necessary to improve operational reliability and safety, economy of operations aboard ships as well as to be used in formulating MARAD fleet instructions and directives in order to facilitate these improvements.

C.2.3 - The contractor shall support the planning and participation of the Ready Reserve Fleet (RRF) related and Department of Defense (DoD) readiness exercises such as Command Post Exercises (CPXs), TEAM SPIRIT AND TEAM EAGLE as well as major joint operations such as Joints Logistics Over The Shore (JLOTS) support. The contractor shall also perform and provide an analysis of these exercises determining their effectiveness.

C.2.4 - The contractor shall perform the studies and analyses necessary to identify potential areas of cost savings to MARAD and the U.S. Government.

C.2.5 - The contractor shall maintain and revise all operational manuals (i.e. Operations Management Manual, Directors Manual for Activation of the RRF and the RRF Activation Facilities Handbook) as needed and participate in the development of the new RRF management tools (i.e. Maintenance and Repair (M&R) Policy Directive Circulars) as required.

C.2.6 - The contractor shall develop and maintain computer databases of RRF ship characteristics, equipment or RRF program actions as necessary.

C.2.7 - The contractor shall provide technical and administrative support to MARAD as needed regarding issues related to ship operations such as shipboard standardization, drafting vessel response plans, developing "oil Spill" training agendas and formulating computerized vessel stability and spill prevention equipment.

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C.2.8 - The contractor shall provide modifications and upgrades as needed inclusive of design, engineering, acquisition of hardware, equipment and shipboard alterations, installation and start-up modifications as well as modifications to testing and checkout procedures.

C.2.9 - The following is a list of the types of tasks anticipated to be performed under this contract:

1. Marine, Mechanical, Electrical and Structural Ship Modification Conceptual, System and Detail Design;
2. Marine, Mechanical, Electrical and Structural Troubleshooting and Failure Analysis;
3. Naval Architecture, Studies including Mooring and Anchorage Studies;
4. Structural Analysis including Finite Element Model (FEM);
5. Estimating;
6. Economic Analysis of Engineering or Operational Options;
7. Project Management, Planning and Scheduling Services;
8. Computer Analysis and Computer programming Services;
9. Preparation of Ship Repair and Conversion Specifications;
10. Preparation of Standard Shipyard Specifications;
11. Preparation of Vessel Preservation and Lay-up Procedures;
12. Preparation of Vessel Operating Procedures;
13. Ship Deficiency Surveys;
14. Ship Condition Surveys;
15. Turnkey type modifications and upgrades

C.2.10 - The Contractor shall provide a Management Plan which clearly describes how the Offeror will support the implementation of its proposed solution, including the processes and controls the Offeror proposes for managing the contract and the schedules that will be used for a logical, timely accomplishment of the requirements outlined in Section C of this solicitation.

## C.2 DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT ENGINEERING SUPPORT SERVICES

Change Section C “Description and Specifications” as follows:

After C.2.8., insert C.2.8.1.

It is unlikely that installation will be part of this effort; however, the offerors must have a certain level of expertise in all phases of the process in order to efficiently undertake these tasks. Albeit, the process for implementing modifications and upgrades in the core functional areas in Section L.2.II.A.2.(g) is inclusive of the understanding of shipboard installation requirements. However, this is not a shipboard installation contract; it is to support functionality to the engineering element.

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## SECTION D -- PACKAGING AND MARKING

### D.1 INSPECTION AND ACCEPTANCE

There are no specific packaging or marking requirements for this effort.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

E.2 MCL.E-1 DELEGATION OF INSPECTION AND ACCEPTANCE

AUGUST  
2005

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

E.3 DELEGATION OF INSPECTION AND ACCEPTANCE

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract. (See COTR clause Section G).

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**SECTION F -- DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.242-15	Stop-Work Order	August 1989

**F.2 REPORTING REQUIREMENTS**

The contractor shall be responsible for delivery of monthly progress reports for each task order. Each report shall be addressed to the Contracting Officer's Technical Representative (COTR) with a copy to the Contracting Officer. The report shall include the contract number, task order number, title of task order for easy identification, status, achievements of significant events, percentage task order is complete and percentage of funds used. The report shall be due by the 30th day of each month. The report shall be sent to the following address:

Maritime Administration  
Office of Ship Operations, MAR-611  
400 7th Street SW, Room 2119  
Washington, DC 20590  
Attn: Carl Heck

or via e-mail at the following address:  
carl.heck@dot.gov

**F.3 PERIOD OF PERFORMANCE**

The period of performance of this contract is one year from the date of contract award with four (1) one year options anticipated.

**F.4 TASK ORDERS**

Ordering supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on the OF-347 form by the Office of Acquisition. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control, in the event of conflict with any order. When mailed, a delivery order shall be "issued" for the purpose of this contract at the time the Government deposits the order in the mail, or is transmitted by other means, when physically delivered to the contractor. It is the Government's intent to issue Delivery Orders under this contract electronically via the IDEAS-PD website and posted to VOA. (Go to [https://voa.marad.dot.gov/registration/update\\_profile.asp](https://voa.marad.dot.gov/registration/update_profile.asp) for registration.) . The contractor must register on-line in the Central Contractor Registry and with with the National Business Center (NBC) at "<http://ideasec.nbc.gov/j2ee>" to obtain electronic Task Orders. Registration must be completed within five (5) days of award of the basic contract.

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The contract resulting from this solicitation will be an indefinite-delivery/indefinite quantity contract. All work to be performed under this contract will be issued via task order (TO), and a NOT-TO-EXCEED ceiling price. Task Orders issued under this contract may include both fixed price, or time and materials contract line items (CLINs). The Government is not obligated to issue any Task Orders under this contract.

## F.5 TASK ORDER PERIOD OF PERFORMANCE

The performance period and time specified for individual tasks shall be specified in each delivery order issued under this contract.

## F.6 ORDERING PROCEDURES

Task orders issued shall include, but not be limited to the following information:

- a. Date of Order
- b. Contract and order number
- c. Appropriation and accounting data
- d. Description of the services to be performed
- e. Description of the services to be ordered
- f. Description of the end items to be delivered
- g. Location of Delivery
- h. Period of time in which the services are to be performed
- i. For each applicable labor category, estimated number of hours to perform the task.
- j. Estimated cost allowable to perform the task.
- k. Estimated cost allowable for material and travel to perform the task.

Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written modification within three working days from the time of the oral communication modifying the order.

## F.7 ACCEPTANCE OF TASK ORDERS

(1) Implied Acceptance. Acceptance of the TO by the Contractor shall be implied if, after three (3) working days of receipt, the Contractor has not notified the ACO, either orally or in writing, of problems and/or disagreements with the TO.

(2) After the commencement of performance under the TO, the Contractor shall notify the COTR in writing of the need for required revisions, or to request additional funds.

## F.8 MODIFICATION OF TASK ORDERS

Task orders may be modified by the Contracting Officer ONLY. Modification to task orders shall include the information mentioned in F.7 above, as applicable. Task Orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within three working days from the time of the oral communication modifying the order.

## F.9 MCL.F-1 STATUS REPORTING

AUGUST  
2005

A. A Monthly Status report is required as part of the fixed priced per diem and shall be prepared in 2 copies. As a minimum, the report will cover the following items:

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- (1) The work performed during the previous month to include at a minimum the monthly or semi-monthly walkover inspection required in Section C and detailed in Technical Exhibits.
- (2) Significant findings, problems, delays, inclusions, events trends, etc. of the reporting period which result from or affect the performance of the contract.
- (3) Status report of the work planned for the next reporting period. For example, development of specifications for deficiencies.
- (4) Specific action required by the Government to assist in the resolution of a problem or to effect the timely progression of the contract.**

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 MCL.G-1 ELECTRONIC TRANSMISSION OF DOCUMENTS

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During the administration of this contract the Government anticipates the use of the National Business Center's (NBC) electronic commerce infrastructure at <http://ideasec.nbc.gov> to transmit contractual documents to the contractor. In turn, the NBC site uses the Central Contract Register (CCR) Database at <http://www.ccr.gov> to obtain contractor email addresses and point of contact information. Accordingly the contractor must register and maintain their company information at the CCR site in the most up-to-date manner.

### G.2 TYPE OF CONTRACT

The Government contemplates award of a Indefinite Delivery/ Indefinite Quantity contract resulting from this solicitation in accord with FAR 16.504.

### G.3 INVOICE REQUIREMENTS

a. Invoices shall be submitted in an original and 1 (one) copy to:

U.S. Department of Transportation  
Maritime Administration  
Division of Accounting Operations, MAR-330  
400 7th Street, S.W., Room 7325  
Washington, D.C. 20590

b. In accordance with the Clause FAR 52.232-32, Performance-Based Payments, to constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The Contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contractor's description of the basis for payment;
- (5) A certification by a Contractor official authorized to bind the Contractor, as set forth in the Clause at FAR 52.232-32(7)(m);
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent; and
- (7) Other substantiating documentation or information as required by the contract.

### G.4 ADDRESS OF CORRESPONDENCE

All correspondence except as otherwise specified shall be directed to the Contract Specialist at the following address:

U.S. Department of Transportation  
Maritime Administration  
Office of Acquisition, MAR-380  
400 7th St., SW, Room 7310  
Washington, DC 20590  
Attn: Jay Skiles  
E-Mail Address: [jay.skiles@dot.gov](mailto:jay.skiles@dot.gov)

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## G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the Contract such as review and/or inspection of supplies, services including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award for construction, not less than five working days prior to given the Contractor notification to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e. contracts, contract modifications etc.) that require the signature of the Contracting Officer.

The Government's technical point of contact (COTR) for this Contract is:

Mr. Carl Heck (COTR)  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
OFFICE OF SHIP OPERATIONS  
400 7TH STREET, S.W.  
WASHINGTON, DC 20590  
E-Mail Address: carl.heck@dot.gov

The COTR is responsible for the technical aspects of the project and is technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract/task orders.

## G.6 MCL.G-2 SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS AUGUST 2005

- (a) The Contractor shall, within a period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer, with a copy to the COTR, for approval, an electronic copy or other format as directed by the Contracting Officer, a practicable, detailed schedule using appropriate project management software and technology, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). Format of the schedule and supporting information shall be in the electronic form and format directed by the Contracting Officer. The schedule shall include a summary in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a complete schedule package within the time prescribed, the Contracting Officer may withhold notice to proceed until the Contractor submits the required schedule.
- (b) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.
- (d) The Contractor shall plan and schedule all Open, Inspect, and Report Items as required by the Specifications such that they are accomplished within the first 25% of the availability, unless otherwise agreed by the Contracting Officer.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

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Any ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other movable property, removed from the vessel shall be and become the property of the Government and any ship's equipment, fuel, supplies, lube oil, stores, furniture, fixtures, salvage, scrap and other movable property so removed shall be disposed of in such manner as the Contracting Officer may direct, provided such direction is given to the Contractor within sixty (60) days from the date of the completion of the work. During said sixty (60) calendar days period such ship's equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage, scrap and other moveable property shall be stored and protected by the Contractor without charge to the Government. If within sixty (60) calendar days such direction is not given to the Contractor, it shall, after said sixty (60) calendar days, store and protect the same in the Contractor's facility or outside of the Contractor's facility, at the Contractor's election, for the additional period directed by the Government. Such direction shall be covered by a change order, and the increased contract price for such additional storage shall be determined as provided in the changes provisions of this contract.

### H.2 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR

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- (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.

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(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. 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.

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

**H.3 MCL.H-13 SUPERVISION**

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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. **The need for supervisors will be identified on a task order basis.**

**H.4 MCL.H-3 INDEMNITY AND INSURANCE**

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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.

**H.5 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)**

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**NOTE: THIS CLAUSE ONLY APPLIES WHEN THE CONTRACTOR IS IN CONTROL OF THE VESSEL, AND THIS WILL BE STIPULATED ON A TASK ORDER BASIS.**

(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 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 - \$5 million bodily injury by accident, each accident - \$5 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 - \$5 million for each person per occurrence and \$5 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 - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

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

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

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(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-575, Room 8117, 400 Seventh Street, S.W., 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-575, Room 8117, 400 Seventh Street, S.W., 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. Suable 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.

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

**H.6 MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL AUGUST 2005**

1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.
2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.
3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.
4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.

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8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.
10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.
11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.
12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.
13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.
14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.
15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.
16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.
17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.
18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.
19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.
20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:
  - (a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.
  - (b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air- purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.
  - (c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.
  - (d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.
  - (e) Asbestos warning signs shall be posted at the access door of all regulated areas.

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21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.
22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.
23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.
24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.
25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.
26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.
27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.
28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.
29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.
30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:
  - (a) Cans painted red and stenciled: "VARSOL", "XYLENE" or "GASOLINE", as applicable
  - (b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable
  - (c) Cans painted red with a white band and stenciled: "KEROSENE"
31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.
32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.
33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.
34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.
35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.
36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.
37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.
38. Never look directly at arc welding because of the potential for serious eye injury.

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39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.

40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.

41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.

42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.

43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.

44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.

45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.

46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.

47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief values must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

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H.7 MCL.H-6 STANDARDS OF EMPLOYEE CONDUCT

AUGUST  
2005

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.8 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS  
RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND  
PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

AUGUST  
2005

The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

In performance of the work by the Contractor, the most recent edition of any applicable statute, regulation, standard, or code shall be in effect. Where a conflict among requirements or specifications exist, the most stringent requirements shall be utilized.

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

The term hazardous substance has the meaning ascribed to it by 42 U.S.C. §9601(14). The term hazardous materials has the meaning ascribed to it by 49 CFR 171.8. The term hazardous material, is as defined for hazardous chemicals in 29 CFR 1910.1200.

Specific Requirement Standards: ASBESTOS

(a) All of the handling, removal, storage, transportation and disposal work shall be done in strict compliance with all applicable Federal, State and local statutes, regulations, standards, and codes governing asbestos, asbestos abatement, asbestos disposal and any other trade work done in conjunction with asbestos abatement including, but not limited to:

- (1) Occupational Safety and Health Administration (OSHA):
  - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
  - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
  - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
  - Title 29, CFR, Section 1910.1200 Hazard Communication
  - Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)
- (2) Environmental Protection Agency (EPA)
  - Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants (Asbestos) and Part 763 Asbestos.
  - Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
- (3) Maritime Administration (MARAD)

Action Plan for the Control of Asbestos Exposures and Uses in MARAD Programs.

NOTE: This action plan is available upon written request to:

Maritime Administration,  
Office of Management Services, MAR-310

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400 Seventh Street, SW., Room 7225  
Washington, D.C. 20590  
ATTN.: Safety Officer.

**OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES**

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

All of the handling, removal, storage, transportation and disposal work is to be done in strict compliance with all applicable Federal, State and local regulations, standards, and codes governing environmental compliance, including, but not limited to the following:

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
  - Part 50, National Primary and Secondary Ambient Air Quality Standards
  - Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
  - Part 82, Protection of Stratospheric Ozone
  - Part 110, Discharge of Oil
  - Part 112, Oil Pollution Prevention
  - Part 117, Determination of Reportable Quantities for Hazardous Substances
  - Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
  - Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
  - Part 261, Identification and Listing of Hazardous Waste
  - Part 262, Standards Applicable to Generators of Hazardous Waste
  - Part 279, Standards for the Management of Used Oil
  - Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
  - Part 302, Designation, Reportable Quantities, and Notification
  - Part 355, Emergency Planning and Notification
  - Part 370, Hazardous Chemical Reporting: Community Right-to-Know
  - Part 372, Toxic Chemical Release: Community Right-to-Know
  - Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
  - Part 763, Asbestos
  
2. COAST GUARD (USCG) TITLE 33 CFR,
  - Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
  - Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
  - Part 156, Oil and Hazardous Material Transfer Operations
  
3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
  - Part 1910, Occupational Safety and Health Standards
  - Part 1915, Occupational Safety And Health Standards for Shipyard employment
  - Part 1926, Occupational Safety and Health Regulations for Construction
  
4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
  - Subchapter C, Hazardous Materials Regulations

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The Contractor shall be required to demonstrate a through knowledge of and satisfactory record of compliance with all applicable Federal, State and local environmental statutes, regulations, standards, codes and guidelines governing environmental compliance as part of the pre-award survey.

The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting, reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. In addition, the contractor shall be responsible for:

- (a) conducting required laboratory testing;
- (b) maintaining any and all required records;
- (c) filing any and all reports required by Federal, State or local statute, regulation, standard or guidelines to be filed by the Generator of such waste or the holder of such permits, or numbers; and,
- (d) complying with all applicable Federal, State and local statutes, regulations standards, codes, or guidelines.

The Contractor shall provide all documentation to the COTR pertaining to the sampling, analysis, storage, transportation and disposal of all wastes generated during the contract.

#### ENVIRONMENTAL MANAGEMENT PLAN

For all work performed, the Contractor shall submit to the designated MARAD COTR or representative, an acceptable hazardous material and hazardous waste management plan to the COTR within one week after award. An acceptable plan shall address, as a minimum, the following requirements:

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.
- E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.
- F. Training certification for the environmental compliance manager and respective employees.
- G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

#### H.9 MCL.H-8 NONDISCLOSURE OF DATA AND INFORMATION

AUGUST  
2005

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

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(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.

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.

## H.10 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST  
2005

(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) and material (in dollars) 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

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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) 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.

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(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 \_\_\_\_\_ . (Contracting Officer fills in amount up to \$5000.)

H.11 MCL.H-9 ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT AUGUST 2005

The Contractor's on-site superintendent must be able to speak, read and write English for ease of communication with Government personnel.

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.248-01 Alt I	Value Engineering (Feb 2000) - Alternate I	April 1984
52.216-22	Indefinite Quantity	October 1995
52.204-07 Alt. I	Central Contractor Registration (Oct 2003) Alternate I	October 2003
52.219-06 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	October 1995
52.245-05	Government Property (Cost-Reimbursement, Time-And-Materials, Or Labor Hour Contracts)	June 2007
52.243-07	Notification Of Changes	April 1984
52.219-11	Special 8(a) Contract Conditions	February 1990
52.243-01	Changes--Fixed Price	August 1987
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.227-14 Alt I	Rights in Data--General (Jun 1987) - Alternate I	June 1987
52.232-07 Alt I	Payments Under Time-And-Materials And Labor-Hour Contracts (Dec 2002) - Alternate I	February 2007
52.232-18	Availability Of Funds	April 1984
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	February 2002
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-06 Alt IV	Termination (Cost-Reimbursement) (May 2004) - Alternate IV	September 1996
52.202-01	Definitions	July 2004
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	September 2005
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	July 2006
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006

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52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.217-08	Option To Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-14	Rights in Data--General	June 1987
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	February 2007
52.232-08	Discounts For Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.239-01	Privacy or Security Safeguards	August 1996
52.242-02	Production Progress Reports	April 1991
52.242-13	Bankruptcy	July 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000
52.245-01	Property Records	June 2007
52.245-05 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) Alternate I	June 2003
52.248-01	Value Engineering	February 2000
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991
52.216-18	Ordering	October 1995
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.247-66	Returnable Cylinders	May 1994
1252.242-73	Contracting Officer's Technical Representative	October 1994
52.208-08	Required Sources for Helium and Helium Usage Data	April 2002
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.232-32	Performance-Based Payments	February 2002
52.244-06	Subcontracts for Commercial Items	March 2007
52.219-18 Alt I	Notification of Competition Limited to Eligible 8(a) Concerns (Jun 2003) - Alternate I	April 2005
52.209-01	Qualification Requirements	February 1995

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1252.217-70	Guarantee	May 2005
1252.217-72	Performance	October 1994
1252.217-77	Title	October 1994
1252.217-78	Discharge of Liens	October 1994
1252.217-79	Delays	October 1994
1252.223-71	Accident and Fire Reporting	May 2005
1252.217-76	Liability and Insurance	October 1994
52.232-22	Limitation Of Funds	April 1984
52.232-20	Limitation Of Cost	April 1984
52.203-03	Gratuities	April 1984
52.229-04	Federal, State And Local Taxes (State and Local Adjustments)	April 2003
52.237-07	Indemnification and Medical Liability Insurance	January 1997
52.245-04	Government-Furnished Property (Short Form)	June 2007
52.216-07	Allowable Cost and Payment	December 2002
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997

I.2 52.219-14 LIMITATIONS ON SUBCONTRACTING

DECEMBER  
R 1996

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.3 52.216-19 ORDER LIMITATIONS

OCTOBER  
1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [ ] [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$1,000,000;
- (2) Any order for a combination of items in excess of \$1,000,000; or

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(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

I.4 MCL.I-1 DISCLOSURE OF CONFLICTS OF INTEREST

AUGUST  
2005

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

I.5 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR  
Y 1998

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

**Clauses 52.222-41, 52.222-43 and 52.222-47 referring to the Service Contract Act are DELETED.**

I.6	52.249-02 ALT II	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE II	SEPTEMBER R 1996
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- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, transfer title and deliver to the Government--
    - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
    - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

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(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

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(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

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**SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

There are no documents, exhibits or attachments for this requirement at this time.

**J.2 LABOR CATEGORY DESCRIPTIONS**

**Contract No. DTMA1D07006**  
**Labor and Material Descriptions**

The following labor category descriptions are for professional, technical, and administrative support functions for the base and option periods of Contract No. DTMA1D07006. Each labor category fixed hourly rate below includes wages, overhead, G&A expense, and profit.

The base period labor categories and fixed hourly rates are as follows:

Senior Designer/Senior Engineer/Senior Architect	\$ 75.64
Designer/Engineer/Architect	\$ 69.15
Marine Cost Estimator	\$ 55.95
Drafter/Graphics Illustrator	\$ 34.44
Marine Surveyor	\$ 45.85
Tech/Typist	\$ 32.55
Junior Engineer	\$ 47.54

The first option period labor categories and fixed hourly rates are as follows:

Senior Designer/Senior Engineer/Senior Architect	\$ 78.28
Designer/Engineer/Architect	\$ 71.57
Marine Cost Estimator	\$ 57.91
Drafter/Graphics Illustrator	\$ 35.64
Marine Surveyor	\$ 47.46
Tech/Typist	\$ 33.69
Junior Engineer	\$ 49.21

The second option period labor categories and fixed hourly rates are as follows:

Senior Designer/Senior Engineer/Senior Architect	\$ 81.02
Designer/Engineer/Architect	\$ 74.08
Marine Cost Estimator	\$ 59.93
Drafter/Graphics Illustrator	\$ 36.89
Marine Surveyor	\$ 49.12
Tech/Typist	\$ 34.87
Junior Engineer	\$ 50.93

The third option period labor categories and fixed hourly rates are as follows:

Senior Designer/Senior Engineer/Senior Architect	\$ 83.76
Designer/Engineer/Architect	\$ 76.58
Marine Cost Estimator	\$ 61.96
Drafter/Graphics Illustrator	\$ 38.14
Marine Surveyor	\$ 50.78
Tech/Typist	\$ 36.05
Junior Engineer	\$ 52.65

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The fourth option period labor categories and fixed hourly rates are as follows:

Senior Designer/Senior Engineer/Senior Architect	\$ 86.69
Designer/Engineer/Architect	\$ 79.26
Marine Cost Estimator	\$ 64.13
Drafter/Graphics Illustrator	\$ 39.47
Marine Surveyor	\$ 52.56
Tech/Typist	\$ 37.31
Junior Engineer	\$ 54.49

Material

Material shall be reimbursed. The not-to-exceed ceiling amount for materials shall be specified by the government on delivery orders.

Travel

Travel shall be reimbursed. The not-to-exceed ceiling amount for travel shall be specified by the government on delivery orders.