

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

MA-PR615.5-20120057

PAGE OF

1 **15**

2. CONTRACT NO.
DTMA-92-C-2012-0007

3. AWARD/
EFFECTIVE DATE
See 16c

4. ORDER NUMBER

5. SOLICITATION NUMBER
DTMA-92-R-2012-0007

6. SOLICITATION
ISSUE DATE
08/08/2012

7. **FOR SOLICITATION
INFORMATION CALL:**

a. NAME
Monique Leake

b. TELEPHONE NUMBER
7573225820

(No collect calls)

8. OFFER DUE DATE/LOCAL TIME
ET

9. ISSUED BY
CODE 00092

U.S.DOT/ Maritime Administration
Atlantic Div. Acquisition Office
MAR-380-2
7737 Hampton Blvd
Building 19 Suite 300
NORFOLK VA 23505-1204

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
 8(A)
NAICS: 336611
SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
CODE MAR-615.5

JRRF, Fleet Operations Group
James River Reserve Fleet
END of HARRISON ROAD
BUILDING 2606
FT EUSTIS VA 23604

16. ADMINISTERED BY
CODE 00092

U. S. DOT Maritime Administration
Atlantic Div. Acquisition Office
MAR-380.2
7737 Hampton Blvd
Building 19 Suite 300
Norfolk VA 23505-1204

17a. CONTRACTOR/
OFFEROR
CODE 003177003

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY
CODE AMZ-160 (US. MAI

LYON SHIPYARD, INC.
P O BOX 2180
NORFOLK VA 23504-4458

MARAD A/P INVOICES
P.O.BOX 25710
OKLAHOMA CITY OK 73125

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	The purpose of this purchase order is for the provision of drydocking repair services for the FB-216 Fleet Service Craft. Accounting Info: 70XR161710.2012.97176FCM00.1261000000.25421.61006600 / 7012617176FCM0 Period of Performance: 09/26/2012 to 11/15/2012 Services Obligated Amount: \$28,600.00 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				28,600.00

25. ACCOUNTING AND APPROPRIATION DATA

See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$188,950.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

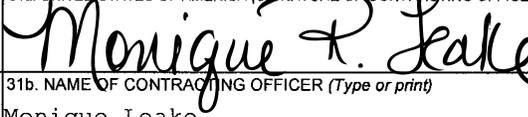
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: REF. proposal OFFER DATED 09/06/2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR



31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)



30b. NAME AND TITLE OF SIGNER (Type or print)

DANIEL A. DAVIS,
MANAGER, GOVERNMENT CONTRACTS

30c. DATE SIGNED

09/13/12

31b. NAME OF CONTRACTING OFFICER (Type or print)

Monique Leake

31c. DATE SIGNED

09/17/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Drydock Obligated Amount: \$7,110.00				7,110.00
0003	Gas Free Certificate Obligated Amount: \$19,320.00				19,320.00
0004	Cathodic Protection Obligated Amount: \$3,320.00				3,320.00
0005	Hull UT Survey Obligated Amount: \$1,060.00				1,060.00
0006	Hull Cleaning and Painting Obligated Amount: \$75,380.00				75,380.00
0007	Supplemental Steel Renewals Obligated Amount: \$0.00				0.00
0007AC	Flat Steel (Upto 500lbs) Obligated Amount: \$3,000.00 Continued ...				3,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTMA-92-C-2012-0007

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NAME OF OFFEROR OR CONTRACTOR

LYON SHIPYARD, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007AB	Frames and Internals (Upto 500 lbs) Obligated Amount: \$3,000.00				3,000.00
0007AA	Single Shapes (Upto 500 lbs) Obligated Amount: \$3,000.00				3,000.00
0008	Supplemental Labor Obligated Amount: \$9,600.00	240	HR	40.00	9,600.00
0009	Supplemental Material Obligated Amount: \$2,320.00				2,320.00
0010	Optional Items - Crop and renew existing watertight hatches (optional) Obligated Amount: \$0.00				0.00
0011	Optional Items - replace/reinstall existing rubber fenders (optional) Obligated Amount: \$33,240.00				33,240.00
	<p>In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.</p>				
	<p>The total amount of award: \$188,950.00. The obligation for this award is shown in box 26.</p>				

STATEMENT OF WORK

DRYDOCKING AND REPAIR
FB-216 SWOB BARGE
LENGTH OVERALL 108 FEET
BREADTH 28 FEET
DRAFT. LIGHT 8 FEET
STEEL HULL

0001. SERVICES

Contractor is to provide all labor and material required to perform a dry docking of FB-216 SWOB Barge according to the following Statement of Work. The craft will be delivered and tendered to the contractor at his facility within three working days of notice to proceed. MARAD will deliver the FB-216 to the contractor's facility which shall be located within 30 nautical miles of the James River Reserve Fleet. MARAD will assume custody and take re-delivery of the craft at the same contractor's facility after all work is performed and accepted. MARAD intends to have a representative on site during most production days while the craft is at the contractor's facility. MARAD will provide its own crew for operating the craft. The contractor will provide the following services to support this project:

1. Provide, deploy and retrieve all Oil Containment Boom as may be required while the craft is at the contractor's facility. Provide the services of an oil spill cleanup company (OSRO) if any discharge occurs while the craft is at the contractor's facility. Spills and pollution discharges shall be the sole responsibility of the contractor for clean-up.
2. Provide an office space near the dry dock or marine railway for use by the Owner's representative or representatives during the course of this contract with a desk and three chairs. Supply, install, connect and maintain for the duration of the shipyard period one separate telephone and FAX service line in the owner representative office. The line must have unrestricted long distance service capability. The Contractor shall provide all cables, fittings, jacks, telephones and FAX in order to install the complete system. Contractor shall include all costs involved with providing and maintaining the telephone and FAX including any service charges for the duration of the contract period. For estimating purposes, Contractor shall estimate \$50.00 per day for long distance telephone calls.
3. The Contractor shall provide all line handlers to moor the vessel upon arrival, to cast off the vessel during the final departure, and during all shifts within the Contractor's facility. The Contractor must supply all heaving lines and stoppers during the mooring operations. Note: The Vessel crew will man the craft during arrival and departure from yard. The Contractor shall supply and secure in position at all times, one (1) gangway with proper handrails and security nets to allow easy access to and from the vessel. The gangway shall be set up at a location approved by the Owner's Representative.

4. When required, the contractor shall provide the services of a crane, crane operator, and rigger to assist in the performance of all work items required by this contract. All costs incurred by the use of the crane will be the sole responsibility of the Contractor. As a minimum, the crane should have a 5 ton capacity and a sufficient reach to land a load on the main deck of the craft. The Contractor must supply all lifting gear (spreader bars, straps, etc.) and operators and riggers required to support all crane service.

5. The Contractor must provide fire protection to the vessel upon arrival at Contractor's facility. Fire Protection shall comply with the National Fire Protection Association, "Standard for Fire Protection of Vessels during Construction, Repair, and Lay-up", NFPA 312.

6. The Contractor shall furnish and ensure a trained dedicated fire watch is at the work site during the performance of any hot work operations throughout the period of performance of the contract. The fire watch shall have the sole responsibility of fire safety. The fire watch shall not perform other work while assigned to the fire watch. All fire watches must be equipped with appropriate fire extinguishers and/or other fire fighting gear. The Contractor will not be allowed to use the craft's fire extinguishers. Strict adherence to rules and regulations of Certified Gas Chemist and NFPA regulations shall be instituted during the entire repair period.

7. All new and disturbed steel or other surfaces on this vessel resulting from the performance of work items in this package shall be prepared and recoated per the coating requirements listed in this specification. Surfaces are to be prepared by sanding, grinding, blasting or mechanical scaling as may be specified. At a minimum, surface preparation for steel shall be to SSPC (Steel Structure Painting Council) specification. All coatings used must be compatible to the existing coatings. As a minimum requirement for any painting, including touch-ups of damaged or otherwise affected areas, surfaces shall be prepared free of all loose rust, dirt, oil and grease. Touch-up painting shall be done using similar coating materials and systems to that existing, and shall match the surrounding area to the maximum extent practical. Any existing system or equipment markings shall be protected or re-applied according to the above guidelines.

8. It shall be the responsibility of the Contractor to confirm with the Owner's Representative all or any sizes, shapes, types, dimensions, colors, materials, parts, technical requirements, data and/or processes required to effectively make associated repairs and/or modifications per these specifications prior to the commencement of work.

9. All material, equipment, etc., used in the performance of the specifications shall be at least equal to that of the original, be certified by an established industry-wide recognized standard for marine application. In addition, all Contractor furnished bolting shall be U.S. Thread National Course or National Fine.

10. All equipment, machinery, systems, tankage etc. opened in the performance of these specifications, including all interference's, removals etc., in way of; shall be closed-up, reinstalled, replaced etc., as original with new gaskets, packing, fasteners, etc. including caulking and washers to studs of manholes, access covers, etc. Said equipment, machinery, systems,

tankage, etc. shall be tested in accordance with accepted practices to prove tightness and proper operations upon completion of work.

11. All new, disturbed and/or soiled materials, surfaces, equipment, etc., affected by the accomplishment of these specifications shall be properly cleaned, prepared, coated/recoated, re-lagged/re-insulated, etc., as applicable and original. All spaces, equipment, machinery, tanks, accommodations, affected by repairs shall be left in a clean and orderly condition and ready to serve their intended purposes. The vessel shall be re-delivered in a condition at least equal to when received by the Contractor. A mutual inspection of the entire vessel by the Owner's Representative, and the Contractor, is to be conducted before commencement and upon completion of contract. Owner's Representative shall decide all disputed matters.

12. Except when specified in writing from the Owner's Representative, the Contractor shall not use any of the vessel's spare parts, equipage, material or equipment in the performance of specifications, including mooring lines, etc. Any spare parts, equipage, material, etc. authorized for use by the Owners Representative to the contractor are to be replaced, at the Contractor's expense, prior to the completion of the contract. The Contractor shall be responsible for all deficiencies and the prompt and proper restoration of same and all deficiencies arising from the Contractor's use of the vessel equipage, machinery, etc.

13. Some of the MARAD staff will visit the craft periodically and shall have free access to and from shore. The

14. The Contractor shall provide the necessary labor, material and equipment to remove all garbage, trash, and debris from the ship on a daily basis. Dispose of the garbage, trash, and debris in accordance with local, state and federal regulations. The Contractor must clean up all work sites onboard the Craft on a daily basis. As a minimum, the clean up shall include the removal and disposal of all trash and debris. Upon completion of all work, the Contractor must ensure the cleanliness of the Craft is equal or better than the original condition found during the initial cleanliness inspection. The Owner's Representative and Contractor's Representative shall perform a final and joint inspection of the Craft before the vessel departs the contractor's facility.

15. The Contractor shall supply sufficient compressed air during the entire period of performance of the contract. The compressed air shall be free of moisture and oil. As a minimum, the Contractor must provide sufficient engine room and main deck air manifolds, as well as all necessary hoses and fittings, to meet the required needs of the Contractor and craft crew.

16. The Contractor shall furnish all labor, material and equipment to set-up temporary lighting in all spaces and tanks where work is to be carried out. The temporary lights shall be installed to support shipyard personnel and the Craft crew. The Contractor will be responsible to provide and set up temporary lighting as directed by the Owner's Representative.

17. The Contractor shall furnish labor and material to connect and supply power in quantity sufficient to light the vessel and operate any equipment needed to accomplish the specification while vessel is berthed at the Contractor's facility. The Contractor must provide all lugs and cable necessary to make all connections.

0002. DRYDOCK

The Contractor shall furnish the necessary labor, material and equipment to safely dock and undock MARAD barge FB-216 for cleaning, painting, examination and repairs as required. Docking blocks shall be arranged per Government furnished docking plan. Fleet the vessel or shift the blocks to accomplish complete cleaning and painting as specified in item 0006. The contractor is responsible for providing their proposed drydocking plan showing blocking arrangement prior to drydocking the vessel.

0003. GAS FREE CERTIFICATE

Provide services of qualified Marine Chemist who shall certify the engine room and all other tanks and spaces required to be opened or gas free "safe for men/safe for hot work". The certificate is to be maintained by Ship Yard Competent Person during entire period of availability. Prior to the start of all hot work or enclosed space inspections, the Contractor must provide the services of a Certified Marine Chemist to monitor the gas free state and to issue a gas free certificate (for all spaces where hot work or inspections are to be performed). No hot work shall be permitted, until the compartment involved and surrounding areas have received a "Safe for Men - Safe for Hot Work" certificate issued by the Certified Marine Chemist. All compartments must be re-certified and all gas free certificates must be updated every 24 hours or whenever conditions change in the vicinity of the hot work. A certified shipyard competent person may be used to re-certify a space only if the re-certification falls within the 24-hour limit and conditions have not changed in the space. The Contractor must provide the services of a Marine Chemist to certify "Safe for Men" for all cofferdams, ballast tanks, void spaces, fuel tanks, water tanks, pressure vessels, etc., which must be entered during the period of performance of the contract. The tanks that must be certified include all tanks that are required to be opened for inspection and for shipyard repairs. The Contractor must remove all access covers to the tanks as necessary in support of this item and close all accesses as original after the work and/or inspections have been completed. The tanks must be closed in good order using all new gaskets and providing new fasteners, as required. The Contractor shall vent all spaces using forced ventilation to obtain the "Safe for Men" atmosphere required to obtain the certification of the tanks by the Marine Chemist. Three (3) copies of all Gas Free Certificates must be made available. Each copy must be delivered to the proper person, or location, before entry and/or start of hot work. Distribution of the certificate copies is as follows:

- One copy to Owner's Representative;
- One copy for display at Gangway;
- One copy to be posted at the work site.

The Contractor must develop a check-off list, which contains all tanks that are opened during the period of performance of the contract. The check-off list must include the name of the tanks, the location of the tanks, the date the tanks were opened, and the date the tanks were closed. Submit an updated copy of the check-off list to the Owner's Representative at the end of the contract on a daily basis. The Contractor shall provide labor, material, and equipment to pump and maintain all bilges dry throughout the vessel (including holds and machinery spaces) for the duration of

the shipyard period. The bilges must be left in a dry condition at the end of each workday. The Contractor will be responsible to sample all bilge water suspected of containing contaminants and dispose of the water in accordance with all local, state and federal regulations. The Contractor shall provide oil boom retention as necessary during any oil or slops transfer operations.

0004. CATHODIC PROTECTION

Renew all (approximately twenty four (24)) twenty three pound 12" x 6" x 1¼", sacrificial anodes. Surface prep and paint any coating disturbed in during the replacement.

0005. HULL UT SURVEY

Take and record seventy five (75) random UT readings, as designated by MARAD COTR, of shell plates in five (5) belts, the belts being evenly spaced along the length of the barge. Submit a sketch showing the location and value of all readings, original thickness and percentage of wastage. Original thickness was .375 inches. Accomplish hull gauging as soon as docking and washing of hull has been completed so that steel renewals can be identified if required. Shell expansion drawing and last set of readings will be furnished by COTR.

0006. HULL CLEANING AND PAINTING

Clean the entire hull including the rudder from the keel up to and including the bulwarks immediately upon docking to remove surface contaminants, marine growth and loose and flaking Paint. Remove all strainer plates, blast and coat strainers and sea chests as specified for underwater hull. Reinstall strainer plates using new properly sized stainless steel fasteners and hardware. Mask and plug all hull openings to prevent contamination of the barges systems, mask the rubber fendering, cover and mask all deck equipment, port lights, hatches and openings to interior of barge.

CHECK POINT – The entire hull including the rudder from the keel up to and including the bulwarks will be cleaned to SSPC-SP-6 standard and the MARAD COTR will be notified that all surfaces are prepared and ready for inspection prior to applying coating system. Contractor to supply the services of the paint manufacturer's representative, all paint and all materials to apply the following coating system:

A. Underwater Hull from keel to waterline: - apply two (2) full coats at 4 mil DFT PPG Amercoat 235 surface tolerant epoxy or equivalent for a total of 8 mil DFT. - apply two (2) coats at 4 mil DFT PPG ABC 3 anti-fouling or equivalent for a total 16 mil DFT. Each coat will be a different color as follows bottom coat FS 35095, middle coat FS 31302, and top coat FS 10076

B. Freeboard from waterline to top of rail: - apply two (2) full coats 6-8 mils DFT of PPG Amercoat 235, color FS 37031 or acceptable equivalent.

C. Paint all draft marks in white paint.

NOTE: For blasting and coating purposes, sea chests are to be included as part of the “HULL BLASTING & COATING” item of this specification. The craft’s propeller shall be wrapped or removed and kept protected during this evolution.

GENERAL CONDITIONS AND SPECIFICATIONS FOR PAINTING:

In addition to the guidelines that follow, all recommendations of Steel Structures Paint Council, the International Paint Manufacturer’s Representative and any and all environmental regulations shall be strictly adhered to. A conference will be held by the Owner’s Representative, the Contractor, and the International Paint Manufacturer’s Representative for the purpose of establishing criteria and agreements pertaining to surface preparation and painting application. Subjects of discussion shall include, but not limited to, the following: role of International Paint Manufacturer’s Representative, method of measuring coating thickness, procedures for inspecting each surface prior to its being painted, and other aspects of this subject leading to maximum assurance that coating will be applied successfully and in accordance with this specification. Minutes of this meeting are to be taken by Contractor and a copy forwarded to the Owner’s Representative. The meeting minutes shall be initialed by the Contractor, the Contractor’s Painting Subcontractor(s), and the Owner’s Representative. Upon completion of the 3,500 PSIG water washing of the hull, a joint inspection of the hull shall be performed with the Owner’s Representative, The Owner’s Paint Representative, and the Contractor in attendance. The purpose of the joint inspection shall be to identify the areas of failed coatings, which will require the hydro blasting to International Paint Standard HB 2 1/2 and re-coating. The Manufacturers Paint Representative will prepare the formal coating schedule outlining the procedures, product designations, product data sheets and dry film thickness for all areas identified in these specifications.

The Contractor is responsible for determining the correct square footage for ordering the proper amount of paint and for bidding purposes. Contractor to furnish all equipment, materials, and International coatings (paint). The grades of surface preparation to be used in conjunction with these specifications conform to the standards of the:

“Steel Structures Painting Council” (SSPC) outlined as follows:

- (1) SOLVENT CLEANING STANDARD SSPC-SP-1
- (2) POWER TOOL CLEANING STANDARD SSPC-SP-3
- (3) International Paint Standard HB 2½ Hydroblasting

A. COATING SYSTEM APPLICATION GUIDELINES

All coatings shall be furnished by the Contractor and applied in compliance with “International Paint Representative Recommendations for Maintenance of Existing Coating Systems”. No application of coatings is to be made until the prepared surfaces are approved by the Paint Representative and Owner’s Representative. Areas found to contain runs, over-spray, roughness or any other film irregularities are to be repaired and/or re-coated as directed. Application instructions of the Paint Manufacturer and their on site representative shall be explicitly adhered to. Coatings must be thoroughly mixed prior to and during application to ensure that all high solids inorganic zincs are

continuously agitated during application to ensure proper suspension of solids. Thinning shall only be done in accordance with the Paint Manufacturer's recommendations. Final dry film thickness shall be as designated in the appropriate coating schedule. This shall be confirmed in the presence of the Owner's Representative by ultrasonic measuring instruments following each coating application and two (2) copies of all coating Reports shall be furnished.

NOTE: Excess thinning of coating will not be permitted. The contractor shall ensure that his equipment is suitably sized to ensure proper spray patterns within the allowable thinning range. All coatings shall be applied according to the coatings manufacturer's technical representative. All technical information contained in the technical data sheet shall be strictly adhered to. Any deviations must be submitted in writing and pre approved by the owners representative. This is to include, but not be limited to:

- (a) Minimum dry film thickness (DFT) required.
- (b) Minimum and maximum surface/ambient temperatures.
- (c) Minimum and maximum relative humidity.
- (d) Spray equipment.
- (e) Clean-up solvents.
- (f) Minimum and maximum recoat times.
- (g) Mixing and thinning.

All coatings will be applied by airless spray, with the exception of hand-stripping as outlined hereafter. A copy of the manufacturer's technical and safety data sheets will be provided to the Owner's Representative prior to the application of any coating. Staging for painting is to be absolutely free from abrasive grit, dirt and rust prior to application of coatings. Steel temperature to be a minimum of five (5) degrees Fahrenheit above the dew point of the surrounding air prior to the application of barrier coats and first coat of primer. No application is to be done when condensation is present on the surface or when the humidity is greater than 80%. Prior to each application of coating, the contractor shall hand-stripe all weld seams using a finger roller with the next coating to be applied. This is to include the first or prime coat. Coatings shall be allowed sufficient time to cure prior to commencement of subsequent hydro blasting operations in order to preclude dirt, grit and dust inclusion in the coating. Any areas found to have dirt, grit or dust inclusion shall be re-blasted by the contractor as directed by the Owner's Representative or his designee. All costs associated with re-blasting will be borne by the contractor. Coating start and stop points shall be overlapped to avoid excessive build-up, especially on the side shell areas. The contractor shall supply adequate lighting and wet film thickness gauges to the painters and will supervise the use thereof to ensure maximum quality. The Owner's Representative or his designee will inspect all evolutions involved with this item. The contractor will provide as much advance notice as possible, but not less than six (6) hours. The Contractor shall develop a check point list based on the requirements of this specification, and furnish two copies to the port engineer. The Contractor shall present the check list at the initial paint conference for approval by the Owner's Representative. A sign-off system shall be developed by the contractor for each check point listed. These sign-off slips shall contain the date, time, ambient temperature, surface temperature, dew point, relative humidity, and batch number of the coating, as well as the signatures of the contractor and Owner-furnished technical representative. Completed sign-off

slips shall be provided to the Owner's Representative. The basic color requirements are as follows:

- (1) FREEBOARD - BLACK
- (3) KEEL TO WATER LINE- DARK RED
- (5) NAMES, DRAFTS, ETC. – WHITE

Each individual prime coat is to be tinted to a different shade for identification purposes. All coating to be cut in neatly to adjacent contrasting colors. Inspections: The following check points shall be established by the contractor and incorporated into the daily production schedule:

1. Vessel Protection: Prior to commencement of any abrasive blasting.
2. Surface Preparation: Prior to the application of coating, after blasting, and prior to each subsequent application of the coating system.

NOTE: Prior to the prime or first coat of the coatings system and prior to calling for an inspection, all areas to be coated shall be blown down with clean, dry air, including keel blocks in way of areas to be coated. The same procedure is to be followed for each subsequent application of the coating system. Drydock Clean-Up: Prior to application of the second coat of the anti-corrosive on the vessel bottom, as described above. Mixing and Thinning of Coatings: Prior to mixing and thinning of any coatings, the Contractor shall ensure compliance with the manufacturer's technical data sheet. Vessel Clean Up: After final acceptance of the coating system, the contractor shall fresh water wash down the entire vessel's topside from the mast to the main deck, from the bow to the stern. During this evolution, the contractor shall prove all deck drains clear to the Owner's Representative. Any deck drains not found to be clear will be the responsibility of the contractor to free up.

0007. SUPPLEMENTAL STEEL RENEWALS

Renew steel in various locations as designated by the Owner's Representative. Cut and remove steel, supply, fit and install new steel as per ABS and USCG rules and regulations. Sandblasting, priming, painting and testing shall be included in the price. All new and disturbed steel shall be prepared and coated as directed in CLINs 0005 or 0006 as appropriate. Interior surfaces shall be prepared and coated with 2 coats of surface tolerant epoxy. Repaired areas shall be tested with a vacuum box where practical or otherwise hose tested. Prepare disturbed areas after installation and testing and prime. Apply remainder of coating system. Submit unit price per pound for steel renewal as indicated below:

- 0007AA** FLAT STEEL - Price per pound to renew **up to 500 lbs** flat steel plate.
- 0007AB** SINGLE SHAPES - Price per pound to renew **up to 500 lbs** single shaped steel.
- 0007AC** FRAMES AND INTERNALS - Price per pound to renew **up to 500 lbs** of frames and internals.

0008. SUPPLEMENTAL LABOR

The Government may have supplemental requirements due to emergent or additional work.

Provide a quote for 240 supplemental labor hours. The government reserves the right to order any quantity as required at this price for the duration of the contract. The supplemental labor rate shall be a yard wide, composite straight time/overtime labor rate and includes the fully burdened composite labor rate applicable to all skilled, unskilled, management, supervision, overhead, G&A, profit, contractor and subcontractor, quality assurance, delay and disruption, bonding, insurance etc. The yard wide composite rate shall be binding during the entire period of this contract for all supplemental work.

0009. SUPPLEMENTAL MATERIAL

The allowance for supplemental material is **\$2,320.00** for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in the associated supplemental labor rate. Supplemental material will be payable to the contractor only to the extent authorized as part of supplemental growth work.

0010. CROP AND RENEW EXISTING WATERTIGHT HATCHES (OPTIONAL)

Crop out eleven (11) existing water tight hatches and replace (weld) with Baier Model # BFHR18 Steel/Steel, Flush Deck Hatch - 18" Round Hex Center Bolt or equivalent. Ensure proper fit, operation and seal of hatches. Surface prep and paint any coating disturbed in during the replacement. The approximate location can be found in the Tank Arrangement Drawing.

0011. REPLACE/REINSTALL EXISTING RUBBER FENDERS (OPTIONAL)

The Contractor shall remove existing rubber fenders as needed to prep and build up mountings and reinstall the fenders to the locations that existed prior to damage. The contractor shall weld brackets as needed and place fasteners to restore the fenders. **The contractor will replace up to 20' of damaged fendering.**

The following Federal Acquisition Regulations (FAR), Transportation Acquisition Regulations (TAR), and MARAD Provisions and Clauses (MCL) apply to this solicitation and are incorporated by reference.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulations (52.)

<https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Transportation Acquisition Regulations (1252.) <http://www.dot.gov/ost/m60/tamtar/part1252.htm>

U.S. Maritime Administration Provisions and Clauses (MCL)

https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

52.204-7 Central Contractor Registration;

52.212-4 Contract Terms and Conditions-Commercial Items;

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items; within FAR Clause 52.212-5(b) and (c), the following Items are designed by the Contracting Officer to apply to the solicitation:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.219-14 Limitations on Subcontracting

52.219-28 Post-Award Small Business Program Representation

52.222-3 Convict Labor,

52.222-19 Child Labor - Cooperation with Authorities and Remedies,

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

52.222-36 Affirmative Action for Workers with Disabilities

52.225-3 Buy American Act--Free Trade Agreements--Israeli Trade Act

52.225-13 Restrictions on Certain Foreign Purchases, and

52.232-33 Payment by Electronic Funds Transfer --Central Contractor Registration

52.222-41 Service Contract Act

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

52.232-18 Availability of Funds (APR 1984)

1252.223-73 Seat Belt Use Policies and Programs

MCL.H-2 Supplemental Work Requests (Subparagraph (d) (10) is \$1,000.00)

MCL.H-3 Indemnity and Insurance

MCL.H.4 Indemnity and Insurance (Additional) (All limits up to \$5,000,000.00 are revised to \$1,000,000.00 for this solicitation)

MCL.H-6 Standards of Employee Conduct

MCL.H-10 Supplemental Growth Requirements

MCL.H-11 Disposition of Removed Equipment and Scrap

MCL.H-12 Maritime Liens, No Authority to Incur

APPLICABLE SERVICE CONTRACT ACT WAGE DETERMINATION: The Service Contract Act wage determination applicable to this requirement, depending on the dry dock location, is:

<http://www.wdol.gov/wdol/scafiles/std/05-2544.txt>

INVOICE SUBMISSION INSTRUCTIONS – MARAD

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

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

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

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

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required. MARAD A/P SAR Invoices Branch

AMZ-160

PO Box 25710

Oklahoma City, OK 73125

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

MARAD A/P SAR Invoices Branch

AMZ-160

6500 S MacArthur

Blvd. Oklahoma

City, OK 73169