

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER MA-PR615-20110585		PAGE OF 1   2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 08/31/2011	4. ORDER NUMBER DTMA-92-P-2011-0080		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME LAUREL BISHOP		b. TELEPHONE NUMBER (No collect calls) (757) 322.5814		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204			CODE 00092	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336611 SIZE STANDARD: 1,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO TS STATE OF MAINE Maine Maritime Academy 1 Water Street Castine ME 04420			CODE 00092-TS STATE OF MA	16. ADMINISTERED BY 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 APPLETON MARINE, INC. Attn: Gerald H. Grall, Govt Business POC 3030 E. Pershing St. Appleton WI 54911-8671  TELEPHONE NO. 920-738-5434		CODE 157306960	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125				CODE AMZ-160 (US. MAI
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	SOM-PROCURE CRANES AND PEDESTALS Delivery: 07/01/2012 Mark For: STATE OF MAINE Brendan McAvoy 1 WATER STREET CASTINE ME 04220-5000 Period of Performance: 09/07/2011 to 07/01/2012 PROVIDE ONE CRANE AND PEDESTAL IN ACCORDANCE WITH Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						184,190.00	
25. ACCOUNTING AND APPROPRIATION DATA 70X1750SMR.2011.120SMB1070.0000160000.31620.17506000						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$349,730.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER  ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. RFQ OFFER DATED 07/25/2011 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: CLINs 0001-0003				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Laurel Bishop</i>				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) LAUREL BISHOP		31c. DATE SIGNED 08/31/2011		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE ATTACHED STATEMENT OF WORK				
0001A	PROVIDE SECOND CRANE AND PEDESTAL IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.				161,540.00
0002	DELIVER CRANE AND PEDESTAL IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.				4,000.00
0002A	DELIVER SECOND CRANE AND PEDESTAL IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. (Not Separately Priced)				
0003	PROVIDE DRAWINGS AND MANUALS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.				0.00
The total amount of award: \$349,730.00. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

**DTMA-92-P-2011-0080 State of Maine Cranes Clauses and Instructions**

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-50, effective March 16, 2011.

The following FAR, Transportation Acquisition Manual (TAM), and MARAD local provisions and clauses apply to this solicitation and are incorporated by reference.

**52.252-2** 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 the following Internet addresses:

- A. Federal Acquisition Regulations (52.) <https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>
- B. Transportation Acquisition Regulations (1252.) <http://www.dot.gov/ost/m60/tamtar/part1252.htm>
- C. U.S. Maritime Administration Provisions and Clauses  
(MCL.) [https://voa.marad.dot.gov/Solicitation\\_Awards/docs/mar-380/MARAD/Clauses/HTML.htm](https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD/Clauses/HTML.htm)

**52.204-7** Central Contractor Registration;

**52.212-1** Instructions to Offerors-Commercial Items;

**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 this solicitation: **52.215-5** Facsimile Proposals: (757) 322 5858. **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. **52.223-18** Contractor Policy to Ban Text Messaging While Driving  
**52.232-33** Payment by Electronic Funds Transfer --Central Contractor Registration  
**52.246-4** Inspection of Services—Fixed-Price

The following TAR clause can be opened in paragraph B above.

**1252.223-73** Seat Belt Use Policies and Programs – located in paragraph B above

The following clauses are Marad clause can be opened in paragraph C above.

**MCL.H-2** Supplemental Work Requests

**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

**MCL.L-2** Agency Protests (C.O. is Mrs. Laurel Bishop, same address shown above for quote receipts.)

**Security:** For those contractors working onboard the Training Ship of Maine, they shall be responsible for obtaining installation access, as required, for vehicles and personnel needed at the work site. Contractor personnel shall report to the Department of Transportation, Maritime Administration (Marad), Division of Atlantic Operations (DAO) Contracting Officer Technical Representative (COTR), Mr. Matthew O'Donnell, at (757) 287 2849 or [matthew.o'donnell@dot.gov](mailto:matthew.o'donnell@dot.gov) BEFORE performing work. Contractor shall be responsible for following all applicable Training Ship State of Maine regulations while onboard.

**DAMAGE TO GOVERNMENT FACILITIES:** Damage to any facility, interior/exterior equipment, or systems caused by the contractor, as a result of work performed under this contract, shall be repaired by the contractor at his/her own expense. The contractor shall be required to repair or replace all items and components, to return the damaged area to its condition before the damage incident.

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](mailto:MARADInvoices@faa.gov), with copy to [MARADSARInvoices@dot.gov](mailto: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-150  
PO Box 25710  
Oklahoma City, OK 73125

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

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

## **STATEMENT OF WORK (SOW) DTMA-92-P-2011-0080**

Title: T.S. State of Maine - Procure and Deliver Marine Cranes

Background and Intent: The T.S. State of Maine is a U.S. Government owned (Maritime Administration) training ship provided to the Maine Maritime Academy for the purpose of training young men and women for a career in the U.S. Maritime Industry. It is the intent of this SOW for the vendor to procure and deliver two, extendable boom, marine cranes and pedestals to a shipyard on the U.S. East Coast (exact shipyard is currently unknown). The government shall provide for the installation of the cranes at the shipyard. The cranes shall be constructed in accordance with the requirements of the American Bureau of Shipping "Guide for Certification of Cranes", API Specification 2C and the U.S. Coast Guard.

Location and Delivery Date: Delivery shall be made to a shipyard on the U.S. East Coast on a mutually agreed date prior to July 1, 2012. (The exact shipyard shall be made known approximately May of 2012).

### **Description:**

#### **CLIN 0001 – Provide One Crane and Pedestal**

The vendor shall provide one marine cranes and pedestal with the following characteristics:  
Lifting Capacity: 5,000 pounds dockside static load at maximum outreach.

Power Unit and Controls: Each power unit shall be electro-hydraulic and mounted on the crane turret requiring only a 3 phase, 60 Hz, 450 volt, electrical supply hook up to permit operation. The electric motor shall be an ac induction motor, totally enclosed, fan cooled (TEFC) and include an internal motor heater of not less than 50 watts. The motor controller shall be a Nema SIZE 3, full voltage, non-reversing motor starter with disconnect and motor circuit protection. It shall be housed in an IP22 fiberglass or stainless steel housing. The control's shall be of the "motor spool type" directing all hydraulic fluid to the tank when there is no control input. All controls shall employ spring centering. The control's shall permit simultaneous operation of crane swing, telescoping, luff and winch functions. The crane shall use a swing system which employs failsafe braking and counterbalance valves to prevent the crane from swinging ahead of the pump in a listed condition. An anti-two block device shall be employed to prevent any further extension of the telescoping boom or hoisting of the load. The boom shall employ a "load hold" valve to permit holding of the load in the event of a loss of hydraulic pressure. The luffing system shall employ a "load hold" valve to provide holding of the load in the event of a loss of hydraulic pressure. The winch (hoist) system shall employ an anti-two block device to prevent hoisting of the overhaul ball into the boom tip sheave. In addition, the winch system shall employ a hoist limiter which shall prevent hoisting of a load which is heavier than the crane is certified for.

Turret: The crane turret shall be capable of rotating 360 degrees continuously during operation. The turret shall hold the power unit, an operator's seat and all controls. This crane shall be installed on the port side of the ship with the crane stowed forward of the pedestal and the operator's seat accessed from the inboard (right hand when viewed from above looking forward) side.

Pedestal: The height of the pedestal shall be 5 feet. The pedestal shall contain the motor controller (with disconnect switch), slip rings and an access plate for maintenance and inspections of the slip rings and the interior of the pedestal. The pedestal shall be designed

for welding to the ship's foundation structure.

**Boom:** The extendable (telescoping) boom shall have a maximum outreach of not less than 50 feet (as measured from the center of the turret out to the hook) . The retracted length (as measured from the center of the turret out to the hook) shall not exceed 22 feet. The boom heel shall employ high strength bronze bushings. The extendable booms shall employ lubricated bronze slide pads.

**Coatings:** All materials and coatings employed on equipment exposed to the weather shall be suitable for the harsh conditions of a marine environment. All cylinders shall employ a hard chrome finish on their rods. All steel surfaces exposed to the weather shall employ an epoxy coating.

**Hydraulics:** The hydraulic reservoir shall employ a return line filter (with dirt indicator), tank breather, drain plug (with magnet), sight gage and an access cover large enough to provide easy access to inspect and clean the tank internals. The internals of the tank shall be coated with a durable, protective coating. The hydraulics shall employ a fluid deemed to be environmentally friendly which will not produce a sheen on the water if spilled. The fluid shall be approved for extended use by the manufacturer of the hydraulic equipment.

**Certifications and Approvals:** The cranes shall be constructed in accordance with the requirements of the American Bureau of Shipping "Guide for Certification of Cranes", API Specification 2C and the U.S. Coast Guard. The cranes shall be delivered with ABS stamped drawing and equipment approvals.

#### **CLIN 0001A – Provide Second Crane and Pedestal**

In the event that the quotations offered in CLIN 0001 above are acceptable, the Government may elect to exercise this optional item requiring the vendor to provide a second crane and pedestal. For this option item, the vendor must quote the price for a second crane and pedestal meeting the requirements of CLIN 0001 above with the exception that the power unit and operator's seat and controls shall be a mirror image of the first crane as it shall be installed on the starboard side.

#### **CLIN 0002 - Delivery**

The vendor shall deliver the crane and pedestal and all equipment to a ship yard on the U.S. East Coast on a mutually agreed upon date prior to July 1, 2012. The vendor's delivery price shall include all costs associated with delivery to include but not be limited to freight, cartage, duties, and insurance. Since the actual shipyard is not yet known at this time, the vendors quoted price for this CLIN shall be based on a transported distance of 1,000 miles. Actual payment for this CLIN shall be made based on a pro rated cost applied to the 1,000 miles freight charge quoted.

**CLIN 0002A – Deliver Second Crane and Pedestal (Optional)**

In the event that the quotations offered in CLIN 0001 above are acceptable, the Government may elect to exercise this optional item requiring the vendor to deliver a second crane and pedestal. For this optional item, the vendor shall quote the price for delivery of a second crane and pedestal in accordance with the requirements of CLIN 0002 above.

**CLIN 0003: Deliverables**

The vendor shall provide 4, ABS stamped drawings of the cranes to include 4 detailed operation, maintenance and parts manuals. The vendor shall also provide a recommended list of spares (and their costs) for an extended 180 day cruise.

**Notes:** The vendors MUST include a drawing indicating overall dimensions and weights of the proposed cranes.

In addition, the vendor must provide a recent (over the last 5 years) list of the crane types/capacities installed and the ships and/or MODUs (Mobile Offshore Drilling Units) currently using their equipment.