

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER MA-PR615-20110623		PAGE OF 1   2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 08/31/2011	4. ORDER NUMBER DTMA-92-P-2011-0088		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. <b>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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" 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	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		CODE 010744873	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	
17a. CONTRACTOR/ OFFEROR OCEAN TECHNICAL SERVICES CORP. Attn: Anastasios Peratikos, Govt Bus. POC 51 Port Terminal Blvd., Suite 8 Bayonne NJ 07002-5015  TELEPHONE NO. 201-858-8553			18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125				
<input type="checkbox"/> 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. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SOM-GREY WATER & SEWAGE PIPING REPLACEMENT Delivery: 02/01/2012 Mark For: STATE OF MAINE Brendan McAvoy 1 WATER STREET CASTINE ME 04220-5000 Period of Performance: 01/01/2012 to 02/01/2012  Grey Water Piping-Replace IAW attached SOW Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						45,000.00
25. ACCOUNTING AND APPROPRIATION DATA 70X1750SMR.2011.120SMB1070.0000160000.25711.61006600						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$89,300.00	
<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 type="checkbox"/> ARE <input checked="" 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. <u>RFQ</u> OFFER DATED <u>08/09/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: CLINs 0001-0005			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
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
0002	Sewage Piping - Replace IAW attached SOW				34,000.00
0003	Hydrostatic Test-Perform IAW attached SOW.				1,300.00
0004	Supplemental Labor - Provide supplemental labor if requested IAW attached SOW.				5,000.00
0005	Spplemental Material - Provide supplemental material if requested IAW attached SOW.  The total amount of award: \$91,000.00. The obligation for this award is shown in box 26.				4,000.00

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 (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

**DTMA-92-P-2011-088 State of Maine Grey Water Sewage Piping Repairs 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;

**52.212-2** Evaluation-Commercial Items. The Government will award a purchase order resulting from this RFQ to the lowest priced quote from a contractor that is both responsive and responsible to the requirement specified herein.

**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 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.

**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](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)

### **TITLE: T.S. State of Maine – Grey Water & Sewage Piping Replacement**

**BACKGROUND AND INTENT:** The T. S. State of Maine is a U.S. Government (Maritime Administration) owned 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 Statement of Work (SOW) for the Contractor to provide all labor, materials and services (except where noted as being government furnished) to replace approximately 280 feet of grey water piping and fittings and 80 feet of sewage piping.

All workmanship and materials shall be in accordance with the requirements of the U.S. Coast Guard (USCG) and American Bureau of Shipping (ABS) appropriate for a Public Nautical School Ship (46 CFR 167) and SOLAS Cargo Ship (other than tanker). Where these two requirements differ, the more stringent requirement shall apply.

**LOCATION:** All work shall be performed aboard the Training Ship State of Maine which is berthed at her pier at the Maine Maritime Academy, Castine, Maine 04420.

**PERIOD OF PERFORMANCE:** This work shall begin as soon as possible after award with completion prior to December 1, 2011.

### **WORK DESCRIPTION:**

#### **General**

The Contractor shall provide **ALL** labor, materials and services required, (except where noted as "Government Furnished") in order to accomplish the "Intent" of this SOW and the Contract Line Items (CLIN items) below. This work includes all removals and reinstallations of all interferences.

All piping, take down joints, bolting, fittings and valves shall comply with ASTM F1155 – 98 (2004) for the particular service employed unless specified otherwise in this SOW.

All welding shall be performed by welders possessing ABS certification for the welds they will perform. The Contractor shall provide copies of each welder's certification prior to the start of work.

All ABS Surveyor services related to the installations and testing shall be to the Government's account except when the Surveyor must attend twice for the same work due to the oversight, poor planning or poor workmanship of the Contractor. In this case, the repeated visit by the ABS Surveyor shall be to the Contractor's account. The ABS Surveyor for the ship is Mr. Josh True, tel: 207-553-2742. Coordination of USCG Inspector attendance

shall be arranged by the Government. Since the T. S. State of Maine is a Public Nautical Schoolship, there will be no charge for USCG Inspector services.

Items damaged during removals and/or re-installations shall be replaced at the Contractor's expense. All dust, dirt, trash, waste etc., generated as a result of this SOW shall be thoroughly cleaned up, removed and disposed of by the Contractor. The Contractor is encouraged to isolate work areas from other surrounding areas to avoid contamination of entire spaces resulting in the need for more extensive clean up.

Work hours shall be Monday thru Friday, 0700 to 1600 hrs.

Contractors shall be permitted to load/unload personnel, tools and materials at the Academy pier alongside the ship. The ship's crew shall make every effort to operate the ship's cranes when needed for small items such as "gang" boxes and light materials (less than 1,000 lbs). Request for this service shall be made at least one day prior to needing the crane. Availability of the ship's cranes is not guaranteed. Loading of heavy and/or bulky materials shall be the responsibility of the Contractor. Use of Contractor provided cranes to load heavy and/or bulky items from the pier shall be in accordance with the limitations defined in the engineering study entitled "Guidance Document for Truck Loading and Crane Operation on MMA Pier" dated November 10, 2009. This document shall be provided upon request to interested bidders.

Vehicle parking is permitted at or near the ship's pier. If the Contractor desires to leave a work trailer on the pier or Academy grounds, it shall be in a location agreed to by the Chief Mate and the Maine Maritime Academy Police Department. Work trailers and other vehicles must never obstruct emergency (fire and ambulance) vehicle access to the ship.

The Contractor shall call out the COTR and/or Chief Engineer to witness each stage of the work wherever the word "Checkpoint" appears in this SOW.

## **Safety and Security**

The Contractor shall adhere to all safety procedures employed aboard the ship by the Maine Maritime Academy to include the following:

All persons working aboard the ship shall employ proper personnel protective equipment (PPE) for the work being accomplished. At a minimum, hard hats, safety glasses and work shoes are required.

All areas requiring hot work shall first be certified "safe for hot work" by a certified Marine Chemist. These areas shall be maintained as such during the period of this contract by a certified competent person employed by the Contractor. In addition, all hot work shall require a signed T. S. State of Maine hot work permit from one of the ship's officers. This hot work permit is not to be confused with the Marine Chemists certificate. A proper fire watch shall be employed on each side of a bulkhead where hot work is taking place. Use of the ship's portable extinguishers is not permitted. Hot work shall not be permitted after 1530 hrs.

All oxygen and acetylene bottles shall be kept ashore and tied off along the dock. All oxygen and acetylene hoses shall be disconnected at their bottles at the end of each work day and coiled up such that no hoses are left passing through any doors.

Prior to the start of each work day, the Contractor’s Supervisor shall meet with the Contracting Officer’s Technical Representative (COTR) and the Ship’s Officers to discuss the work plan for that day. This meeting should not take longer than 15 minutes.

Smoking is not permitted aboard the ship.

All persons working aboard the ship shall be in possession of a Transportation Worker’s Identification Card (TWIC). All persons with a TWIC shall be provided a temporary access card which will require scanning at each boarding and disembarking of the ship. Quick trips to the pier for tools or the like shall not require scanning in/out providing the cadet watch is informed and the Contractor’s employee remains within sight of the watch. A list of all employees involved in the job shall be provided by the Contractor to the Chief Mate.

**DESCRIPTION:**

**ITEM 0001: Grey Water Piping**

Replace the following sections of 2 inch grey water piping with 3 inch, schedule 40 piping:

Area	Length of Piping
2-154-1	55 ft 6 inch
2-160-1	20 ft
2-160-2	20 ft
Passageway	4 ft
2-158-0	28 ft 6 inch
2-154-0	36 ft 6 inch
2-154-2	56 ft
Aux Mach Rm	35 ft 6 inch

Piping can be bent in lieu of using fittings. If fittings are used in lieu of bending pipe, fittings must be long sweep. Approximate number and type of fittings are as follows (contractor is responsible to determine accuracy):

Fitting	# Required
Check Valves	3
90 Elbow	10
45 Elbow	6
Flange	31
Wye	7
3 Way Valve	3
Skin Gate Valves	2

New piping, fittings, valves and fasteners shall be of the following materials:

Pipe: 3 inch, schedule 80, seamless, carbon steel, of material specification ASTM A 106 GR B or A53 GR B TY S or E, and design specification of ANSI B36.10.

Flanges: 3 inch, class 150, socket weld or slip on carbon steel of material specification ASTM A 105/A 105M and design specification of ANSI B16.5.

Fittings: 3 inch, long sweep, butt weld or socket weld, carbon steel of material specification ASTM A 234/A 234M GR WPB.

Valves: 3 inch, gate, class 150, flanged carbon steel, of material specification ASTM A 216/A, 216M GR WCB or A 105/A, 105M, and design specification ANSI B16.24 with CRES trim group ASTM A 182/A 182M GR F6a.

Bolting/Studs: Carbon steel of material specification ASTM A 307 GR B and design specification of ANSI B18.2.1. Bolting/Studs are 5/8 inch diameter. Studs are 3-1/2 inch long. Bolts are 3 inch long. 4 bolts/studs are used per flange.

Nuts: 5/8 inch carbon steel of material specification ASTM 563 GR A 307 GR B and design specification of ANSI B18.2.2.

**CLIN 0002: Sewage Piping**

Replace a total of approximately 80 feet of 4 inch, sewage piping and fittings (as identified by orange paint) throughout various areas of the ship with 4 inch schedule 80 piping and fittings.

New piping, fittings, valves and fasteners shall be of the following materials:

Pipe: 4 inch, schedule 80, seamless, carbon steel, of material specification ASTM A 106 GR B or A53 GR B TY S or E, and design specification of ANSI B36.10.

Flanges: 4 inch, class 150, socket weld or slip on carbon steel of material specification ASTM A 105/A 105M and design specification of ANSI B16.5.

Fittings: 4 inch, long sweep, butt weld or socket weld, carbon steel of material specification ASTM A 234/A 234M GR WPB.

Bolting/Studs: Carbon steel of material specification ASTM A 307 GR B and design specification of ANSI B18.2.1. Bolting/Studs are 5/8 inch diameter. Studs are 3-1/2 inch long. Bolts are 3 inch long. 4 bolts/studs are used per flange.

Nuts: 5/8 inch carbon steel of material specification ASTM 563 GR A 307 GR B and design specification of ANSI B18.2.2.

**CLIN 0003: Hydrostatic Test**

Following the completion of ITEMS 0002 thru 0005, perform a hydrostatic test of all piping and equipment affected by the work in this SOW to the satisfaction of the USCG inspector and ABS surveyor. **Checkpoint.**

**CLIN 0004: Supplemental Labor**

Supplemental expenses are not specifically expected, however contractors shall include a stabilized rate for 100 man hours of supplemental labor, that, if required by the COTR, will be authorized in a Delivery Order. No other party but the C.O. or COTR may task changes or supplementals.

**CLIN 0005: Supplemental Material**

The bidder shall include an estimated \$4,000 in supplemental material charges, with NO BURDEN. This funding, if required shall be tasked by the COTR via a Delivery Order.