

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PAGE 1 OF 6

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 03/24/2009 4. ORDER NUMBER DTMA2P09059 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

**7. FOR SOLICITATION INFORMATION CALL:** a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00092  
 DOT/Maritime Administration, SAR Acquisition  
 Office of Acquisition, MRG-7200  
 7737 Hampton Boulevard, Building 4D, Room 211  
 Norfolk, VA 23505  
 TEL: (757) 441-3245 ext.  
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 0.00% FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  8(A)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 NAICS:  
 SIZE STANDARD: 751-1,000

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  
 See Line Item Detail and Shipping Detail  
**Attn:**

16. ADMINISTERED BY CODE 00092  
 DOT/Maritime Administration, SAR Acquisition  
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211  
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR CODE \* FACILITY CODE  
 CLEAN HARBORS ENVIRONMENTAL SERVICES, INC  
 42 LONGWATER DRIVE  
 NORWELL, MA 02061-1612  
 TELEPHONE NO.(781) 849-1800 ext.

18a. PAYMENT WILL BE MADE BY CODE AMZ150  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Branch, AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

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
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA  
 See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$ 85,914.00

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 1 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.

29. AWARD OF CONTRACT: REF. written quotation OFFER  
 DATED 03/03/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: all CLINS

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 30b. NAME AND TITLE OF SIGNER (Type or print)  
 30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 31b. NAME O *Laurel Bishop* (Type or print)  
 31c. DATE SIGNED 03/23/2009

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09059	<b>Title</b> SOM090162 Clean Harbors	<b>Page</b> 3 of 6
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**Total Funding:** \$85,914.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	B107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	CHEMICAL CLEANING	0001		1.00	JOB	\$25,000.000	\$ 25,000.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement.

This is a Not to Exceed price for labor and materials only but includes ordering chemicals as quickly as possible, prior to start of work. Transfer, transport and disposal of water, chemicals and/or oil is addressed in CLIN 0004 through CLIN 0006.

Final price will be determined prior to the end of performance

CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL STATE AND FEDERAL REGULATORY REQUIREMENTS, AND MUST HAVE CURRENT PERMITS, FEES, LICENSES.

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$25,000.00

0002	CLEAN ENGINE ROOM BILGES			5.00	DAY	\$2,800.000	\$ 14,000.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement

This is a Not to Exceed price for labor and material only. Transfer, transport and disposal of water, chemicals and/or oil is addressed in CLIN 0004 through CLIN 0006.

Final price will be determined prior to the end of performance

This is a Not to Exceed price for labor and materials, disposal of water, chemicals, and/or oil is addressed in CLIN 0004 Disposal. Final price will be determined prior to the end of performance

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$14,000.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09059	<b>Title</b> SOM090162 Clean Harbors	<b>Page</b> 4 of 6
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**Total Funding:** \$85,914.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	B107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

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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0003	CLEAN BILGE WATER HOLDING TANK		1.00	JOB	\$7,000.000	\$ 7,000.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement

This is a Not to Exceed price for labor and material only. Transfer, transport and disposal of water, chemicals and/or oil is addressed in CLINs 0004- 0006, which shall be verified by the COTR. The C.O. will adjust this CLIN accordingly prior to completion of work.

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$7,000.00

0004	MARINE TRANSFER OF SLOPS		3.00	DAY	\$1,850.000	\$ 5,550.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement

This is a Not to Exceed price. Transfer, transport and disposal of water, chemicals and/or oil is addressed in CLINs 0001-0003. COTR will verify the actual number of days required to complete this CLIN. The C.O. will adjust this CLIN accordingly prior to the completion of the contract period. State and Regulatory Fees are included.

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$5,550.00

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**Total Funding:** \$85,914.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	B107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									
25711	6100 6600										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0005	TRANSPORTATION		8.00	LOT	\$1,000.000	\$ 8,000.00
		(03/24/2009 to 04/01/2009)				
	Based on GSA contract, GS-GS-10F-0257L. See attached Work Statement					
	This is a Not to Exceed price. Transport of oil, water and debris associated with CLINs 0001-0004 to a certified disposal facility is estimated at \$1,000 per 5,000 gallon capacity truck load. Actual loads will be verified by the COTR prior to the end of performance and the C.O. will adjust this CLIN accordingly.					
	Funding Information: 2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - - - 25711 - 6100 - 6600 - \$8,000.00					
0006	DISPOSAL		1.00	JOB	\$20,000.000	\$ 20,000.00
		(03/24/2009 to 04/01/2009)				
	Based on GSA contract, GS-GS-10F-0257L. See attached Work Statement					
	This NTE is based on an estimated disposal of 25,000 gallons of oil priced at .35 per gallon, as well as 15,000 gallons of water priced at .75 per gallon. Actual price for CLIN 0006 disposal will be verified by the COTR, and the C.O. will adjust the CLIN price prior to the end of performance.					
	Funding Information: 2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - - - 25711 - 6100 - 6600 - \$20,000.00					
0007	QUALITY ASSURANCE		0.00		\$ .000	\$ 0.00
		(03/24/2009 to 04/01/2009)				
	Based on GSA contract, GS-GS-10F-0257L. See attached Work Statement					
	This CLIN is priced in the GSA contract as part of this contract and is not priced separately					
	Funding Information: 2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - - - 25711 - 6100 - 6600 - \$0.00					

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**Total Funding:** \$85,914.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	B107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

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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0008	DELIVERABLES		0.00		\$ .000	\$ 0.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement

This CLIN is priced as part of the contract and is not priced separately.

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$0.00

0009	RECOVERY FEE		1.00	LOT	\$6,364.000	\$ 6,364.00
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(03/24/2009 to 04/01/2009)

Based on GSA contract, GS-GS-10F-0257L.  
See attached Work Statement

Recovery Fee is currently 8% for CLINs 0001-0006 above. This Fee covers insurance and offsets fuel costs.

**Funding Information:**

2009 - - X1750 - SMR 120 - SM - B107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$6,364.00

**Total Cost:** \$85,914.00

**Address Detail****Title**  
SOM090162 Clean Harbors**Document Number**  
DTMA2P09059**Page**  
7 of 6**Shipping Addresses**

<b>Code</b>	<b>Detail</b>	<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/Maritime Administration, Atlantic Division <b>Addr:</b> STATE OF MAINE Maine Maritime Academy  Castine ME 04420 <b>Attn:</b> Joe Poltrack <b>Phone:</b> (207) 326-2421 ext. <b>Fax:</b> (207) 326-2121 ext.	0002	<b>Org:</b> DOT/Maritime Administration, South Atlantic Region <b>Addr:</b> STATE OF MAINE Maine Maritime Academy  Castine ME 04420 <b>Attn:</b> Joe Poltrack <b>Phone:</b> (207) 326-2421 ext. <b>Fax:</b> (207) 326-2131 ext.

<b>Code</b>	<b>Detail</b>
0003	<b>Org:</b> TS STATE OF MAINE <b>Addr:</b> Maine Maritime Academy 1 Water Street  Castine ME 04420 <b>Attn:</b> Joseph M. Poltrack, Supply Officer <b>Phone:</b> (207) 326-2421 ext. <b>Fax:</b> (207) 326-2131 ext.

**Invoice Addresses**

<b>Code</b>	<b>Detail</b>	<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> Christy Remington, Accounting Technician <b>Phone:</b> (405) 954-1693 ext. <b>Fax:</b> (405) 954-1270 ext.	0002	<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> Christy Remington, Accounting Technician <b>Phone:</b> (405) 954-1693 ext. <b>Fax:</b> (405) 954-1270 ext.

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COMMERCIAL CLAUSES

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://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
TEXT	STATE OF MAINE WAGE DETERMINATIONS	

2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCTOBER 2008

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith,

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shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

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- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be

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considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

3      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS**      **FEBRUARY 2009**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4) [Reserved]

\_\_\_ (5)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

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\_\_\_ (8)(i) 52.219-09, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

X\_\_\_ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X\_ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X\_\_\_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X\_\_\_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (24)(i)52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

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\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X\_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xI) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## 4 STATEMENT OF WORK

### WORK STATEMENT

Title: Clean Fresh Water Cooling System, Engine Room Bilges and Bilge Water Holding Tank

#### **Background and Intent:**

The fresh water side of the ship's fresh water cooling system is currently filled with fresh water containing an oil residue and/or emulsion. This emulsion was the result of an oil leak in the main engine lube oil cooler. The leak has since been repaired. The emulsion has made its way into the engine room bilges and bilge water holding tank.

It is the intent of this Performance Work Statement (PWS) to thoroughly clean the fresh water side of the ship's fresh water cooling system, the engine room bilges and the bilge water holding tank and to dispose of all water currently in these areas to include all water used in the cleaning process.

The fresh water cooling system is estimated to contain approximately 2,500 gallons. The engine room bilges are estimated to contain approximately 2,000 gallons and the bilge water holding tank contains approximately 4,000 gallons (with a capacity of 4,800 gallons)

#### **Location:**

All work shall be performed between the hours of 0700 to 1700, Monday thru Friday, exclusive of Federal holidays, aboard the Training Ship State of Maine, located at its berth at the Maine Maritime Academy, Castine, Maine 04420.

#### **Government Furnished Materials & Services:**

A low pressure steam supply (95psi) and condensate return connection can be provided, if required, however, the Contractor must notify the ship's Chief Engineer of the need for steam at least 10 days prior to the start of work and must state the type and size of connection required. A fresh water spigot and a supply of fresh water shall be made available on the pier. The Contractor shall be responsible for providing and installing all necessary fittings and hoses to adapt to these services.

#### **Description:**

The Contractor shall provide all labor and materials necessary to accomplish the following Contract Line Items (CLINS) in accordance with all applicable Federal, State and Local Environmental laws to include the regulations of the U.S. Coast Guard. The Contractor shall use extreme care to ensure that no solution is spilled onto any surfaces of the ship, the pier or the waters surrounding the ship. Any areas disturbed by this PWS shall be returned to its original state by the Contractor.

#### **CLIN 0001: Clean Fresh Water Cooling System**

Open and inspect six different areas within the fresh water cooling system as identified by the Contracting Officer's Technical Representative (COTR) and/or ship's Chief Engineer, in order to determine the condition of the system prior to cleaning. It is

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the intent to open the ends of small coolers, valves, and/or pipe plugs, etc. It is not the intent to open the ends of large coolers or dismantle large sections of piping during this inspection. Re-assemble these areas in preparation for the cleaning process. Thoroughly clean all internal surfaces of the fresh water side of the ship's fresh water cooling system by circulating a chemical cleaning solution and/or hot water. It is vitally important that any chemical(s) used does not cause harm to any system piping or equipment. The system contains materials of stainless steel, carbon steel, bronze, copper nickel, neoprene and rubber. The system consists of all interconnected piping varying from ¾" to 10" and the following equipment: fresh water coolers (2), main engine lube oil cooler, main engine jacket water cooler, ship's service generators #'s 1, 2 and 3 lube oil coolers, ship's service generators #'s 1, 2 and 3 jacket water coolers, reduction gear lube oil coolers (2), stern tube oil cooler, controllable pitch propeller oil cooler, start air compressor coolers (2) and system expansion tank.

If the Contractor requires, the ship's Chief Engineer can operate one of the installed fresh water circulating pumps to assist in the circulation of the cleaning solution. It is believed that sequential opening and closing of system valves will permit higher cleaning solution velocities through individual coolers and, therefore, carry away any oil residues and/or emulsions. Following the cleaning of the system, neutralize the solution in the system from the effects of the chemicals used and flush it with fresh water until all traces of chemical and/or other contaminants are removed. A fresh water spigot and a supply of fresh water shall be made available on the pier by the government.

Remove and properly dispose of all water, oil, and debris. The system shall be left empty in preparation for filling with distilled water by the ship's crew.

This CLIN shall be priced according to labor and material costs only. Transfer, transport and disposal of water, chemicals, and/or oil will be via CLINs 0004 through 0006.

**CLIN 0002: Clean Engine Room Bilges**

Clean all surfaces of the engine room bilges using high pressure wands or similar tools, from the center of the engine room out to the sides of the ship and up to the level of the deck plating. The contractor shall take all precautions necessary in order to avoid spraying water on any electrical equipment. Remove and dispose of all water (except for small puddles of standing water which cannot be pumped),oil and debris.

This CLIN shall be priced according to labor and material costs only. Transfer, transport and disposal of water, chemicals, and/or oil will be via CLINs 0004 through 0006.

**CLIN 0003: Clean Bilge Water Holding Tank**

Clean all internal surfaces of the engine room bilge water holding tank. Remove and dispose of all water (except for small puddles of standing water which cannot be pumped), oil and debris.

This CLIN shall be priced according to labor and material costs only. Transfer, transport and disposal of water, chemicals, and/or oil will be via CLINs 0004 through 0006.

**CLIN 0004: Marine Transfer of Slops**

Transfer all water, oil, chemicals and debris associated with CLINs 0001 through 0003 off of the ship and onto the contractor's trucks at a cost of \$1,850.00 per day. Costs to the government shall be based on the actual number of days spent in the transfer.

**CLIN 0005: Transportation**

Transport all oil, water and debris associated with CLINS 0001 through 0004 to a certified disposal facility at a cost of \$1,000 per 5,000 gallon truck load. Costs to the government shall be based on actual gallons transported as determined by manifests verified by the Contracting Officers Technical Representative (COTR).

**CLIN 0006: Disposal**

Dispose of all water (and water containing chemicals) and all oil associated with CLINs 0001 through 0005. The Contractors charge to the government for this disposal shall be \$0.75 per gallon for the water (and water containing chemicals) and \$0.35 per gallon for the oil. Costs to the government shall be based on actual gallons disposed of as determined by manifests verified by the COTR.

**CLIN 0007: Quality Assurance**

Fresh Water Cooling System: Open and inspect the same six areas within the fresh water cooling system which were opened in CLIN 0001 above in order to determine the effectiveness of the cleaning and flushing process and to determine that the

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Contractor has met the intent of this PWS. Following satisfactory approval of the quality of the cleaning process by the COTR and/or Chief Engineer, re-assemble any piping and/or equipment opened in this CLIN.

Engine Room Bilges: The bilges shall be free of all water (except for small puddles of standing water which cannot be pumped), and all oil and debris.

Bilge Water Holding Tank: The tank shall be free of all water (except for small puddles of standing water which cannot be pumped), and all oil and debris.

**CLIN0008: Deliverables**

Provide the ship's Chief Engineer and COTR with a copy of all transfer and disposal documentation to include the MSDS and other information regarding the chemicals used.

**CLIN 0009: Recovery Fees**

The Contractor shall charge the government a recovery fee (to cover insurance and offset fuel costs) at a rate of 8% of the total cost of CLINs 0001 through 0006.

## 5 INVOICE INSTRUCTIONS

### INVOICE SUBMISSION - Maritime Administration

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:

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- 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

Also:

Use new address for Division of Marine Insurance:

US Dept of Transportation  
Div. of Marine Insurance  
1200 New Jersey Ave., SE  
Wash., DC 20590