

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PRCR0800199		PAGE 1 OF	
2. CONTRACT NO. DTMA3C08002		3. AWARD/EFFECTIVE DATE DATE 05/21/2008		4. ORDER NUMBER		5. SOLICITATION NUMBER DTMA3B08001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Marie Casse				b. TELEPHONE NUMBER (No collect calls) (504) 589-2000 (230)	
9. ISSUED BY DOT/Maritime Administration, CR Acquisition 500 POYDRAS ST., ROOM 1223 NEW ORLEANS, LA 70130-3394 TEL: (504) 589-2886 FAX: (504) 589-2886		CODE 00093		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: 33661 SIZE STANDARD: 751-1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)	
15. DELIVER TO DOT/Maritime Administration, Central Region Ship Operations Field Office 550 Fannin Street Suite 1320 Beaumont, TX 77701 Attn: Michael Luzinski		CODE 3700		16. ADMINISTERED BY DOT/Maritime Administration, CR Acquisition 500 POYDRAS ST., ROOM 1223 NEW ORLEANS, LA 70130-3394		CODE 00093	
17a. CONTRACTOR/OFFEROR <i>Budworth Marine LLC</i> 3502 Broadway Houston, TX 77017		CODE <input type="text"/> FACILITY CODE <input type="text"/>		18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150; PO Box 25710 Oklahoma City, OK 73125		CODE <input type="text"/>	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input checked="" type="checkbox"/> OFFER <i>PO Box 266716, Houston, TX 77207</i>				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 (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$428,606.00	
<input checked="" 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 <input checked="" 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							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES <input type="checkbox"/> 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. <u>Bid</u> <input checked="" type="checkbox"/> OFFER DATED <u>5/21/2008</u> 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 <i>Buzzy Le Gate</i>				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>Marie Casse</i>			
30b. NAME AND TITLE OF SIGNER (Type or print) <i>Buzzy Le Gate, Project Manager</i>		30c. DATE SIGNED <i>6-17-08</i>		31b. NAME OF CONTRACTING OFFICER (Type or print) Marie Casse		31c. DATE SIGNED <i>06/27/2008</i>	

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STANDARD FORM 1449 (REV. 4/2002)
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

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
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

Line Item Summary

Document Number

DTMA3C08002

Title

TC - FY08 REPAIR CONTRACT

Page

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Total Funding: \$428,606.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
See Line Item(s)
 Division Closed FYs Cancelled Fund

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	FY08 Repair Package	0001	(07/08/2008 to 08/22/2008)	1.00	JOB	\$362,046.000	\$ 362,046.00
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Ref Req No: PRCR0800199/0001

Funding Information:

2008 - - X1750 - 120 - SM - L107 - 0 - 0000 - 00000000 - 70 -
 00000000 - 00 - 0000 - 25432 - 6100 - 6600 -
 \$362,046.00

0001AA	Move UNREP equipment FWD and amidships		(07/08/2008 to 08/22/2008)	0.00		\$82,676.000	\$ 0.00
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Removal of UNREP Equipment & Foundations, Stations 1, 2, 5, & 6 (In accordance with attached Statement of Work)

0001AB	Remove UNREP equipment Aft		(07/08/2008 to 08/22/2008)	0.00		\$93,597.000	\$ 0.00
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Removal of UNREP Equipment & Foundations, Stations 9 & 10 (See attached SOW)

0001AC	Remove HP Air receivers		(07/08/2008 to 08/22/2008)	0.00		\$22,390.000	\$ 0.00
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Remove HP air receivers (See attached SOW)

0001AD	Overhaul Number 4 SSDG		(07/08/2008 to 08/22/2008)	0.00		\$68,660.000	\$ 0.00
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Overhaul Number 4 SSDG (See attached SOW)

Line Item Summary

Document Number

DTMA3C08002

Title

TC - FY08 REPAIR CONTRACT

Page

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Total Funding: \$428,606.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

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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0001AE	Replace Mechanical Seal Sludge Pump		0.00		\$5,671.000	\$ 0.00
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(07/08/2008 to 08/22/2008)

Replace the mechanical seal on the sludge pump (See attached SOW)

0001AF	Replace Mechanical Seal #3 S.W. Pump		0.00		\$4,814.000	\$ 0.00
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(07/08/2008 to 08/22/2008)

Repair #3 Auxiliary Salt Water Pump (See attached SOW)

0001AG	Install Main Engine jacket water heaters		0.00		\$23,588.000	\$ 0.00
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(07/08/2008 to 08/22/2008)

Install Main Engine Jacket Water Heaters (See attached SOW)

0001AH	Insert AFT peak tank top		0.00		\$17,945.000	\$ 0.00
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(07/08/2008 to 08/22/2008)

Insert Aft Peak Tank Top (See attached SOW)

0001AI	Replace Air Conditioner in Machine Shop		0.00		\$42,705.000	\$ 0.00
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(07/08/2008 to 08/22/2008)

Replace Machine Shop Air Conditioner Unit (See attached SOW)

Line Item Summary	Document Number DTMA3C08002	Title TC - FY08 REPAIR CONTRACT	Page 5 of 75
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Total Funding: \$428,606.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

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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0002	FY08 REPAIR CONTRACT SUPPLEMENTAL	0002	(07/08/2008 to 08/22/2008)	1.00	LOT	\$.000	\$ 0.00
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Ref Req No: PRCR0800199/0001

Funding Information:

2008 - - X1750 - 120 - SM - L107 - 0 - 0000 - 000000 - 70 - 00000000
 - 00 - 0000 - 25432 - 6100 - 6600 -
 \$66,560.00

0002AA	SUPPLEMENTAL LABOR RATE		(07/08/2008 to 08/22/2008)	1,100.00	HR	\$48.000	\$ 52,800.00
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The government may have supplemental requirements due to emergent or additional work. The government reserves the right to order any quantity as required at this price for the duration of the contract. The supplemental labor rates shall be a yardwide, composite straight time/overtime rate and includes the fully burdened composit labor rate applicable to all skilled, unskilled, management, supervision, overhead, G&A, profit, contractor and subcontractor, quality assurance, delay and disruption, insurance, handling charges, freight, ets. The yardwide composite rate shall be binding during the entire period of this contract for all supplemental work.

NOTE: Hours are estimated and shall be used for evaluation purposes only. Change in the number of hours may be required at time of award based on the hourly rate bid.

0002AB	SUPPLEMENTAL MATERIALS		(07/08/2008 to 08/22/2008)	1.00	LOT	\$13,760.000	\$ 13,760.00
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The allowance for supplemental material is for direct cost 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 contractor only to the extent authorized as part of supplemental growth work.

For bidding purposes, bidders shall use a line item cost of \$13,760.00.

Total Cost: \$428,606.00

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COMMERCIAL CLAUSES

1 1252.217- INSPECTION AND MANNER OF DOING WORK OCTOBER
85 2000

(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.

(e) The Contractor shall--

(1) Exercise reasonable care to protect the vessel from fire;

(2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.

(3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.

(6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

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- (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
- (9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
- (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable--
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
- (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.
- (j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

2	1252.232- 80	PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	OCTOBER 2000
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(a) In order for a Contractor to be considered for payment of progress payments, the Contractor must request, in writing, within five (5) federal working days after contract award, the inclusion of progress payments in the contract awarded as a result of the individual solicitation. Written requests must be accompanied by an itemized breakdown of the contract price for performing each item of work, as identified by each principle category of work in the specification. The breakdown will include the prorated portion of contract price for (i) direct labor, (ii) material, (iii) overhead, and (iv) any amount included for contingencies and profit. If the Contractor does not provide an itemized breakdown, progress payments will not be authorized. The Contracting Officer has sole discretion for approving the itemized breakdown and subsequent authorization of progress payments. If authorized, the specific contract will be modified to incorporate progress payments. Progress payments may be unilaterally suspended if unsatisfactory contract performance occurs. In the event that progress payments are suspended, contract payments will be made under the provisions of FAR 52.232-1 Payments (APR 1984). Pursuant to FAR 52.232-1, partial payments will only be permitted on a Contract Line Item (CLIN) basis. To be considered for partial payment, the CLIN must be 100% complete and inspected and accepted by the Government.

(b) The Government shall pay the Contractor the contract price as provided in this contract.

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(c) For contracts 30 days or less in duration, the Government will not make progress payments. For contracts more than 30 days in duration, the Government shall make progress payments monthly as the work proceeds, or at other intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer and up to a limit of 80 percent of the total contract price. The Contractor shall furnish a breakdown of the progress schedule and total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(d) Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) This certification and any resultant payment is not to be construed as final acceptance by the Government of work performed by any subcontractor or contractor under this contract.

(Name)

(Title)

(Date)

(e) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall -

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

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(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(3) Pay back to the Government the aggregate of the unearned amount immediately upon receipt of a written demand by the Contracting Officer.

(f) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full.

When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds.

Also, on completion and acceptance of each separate division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(g) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

(i) The Government shall pay the amount due the Contractor under this contract after -

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the

Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to

amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

3 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

NOVEMBER
R 2007

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

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- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified.

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The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors 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.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

...X... Lowest price from responsible/responsive bidder.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

5 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS

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An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: 76-0576061

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

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(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____ N/A _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input checked="" type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million

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- | | |
|-------------------------------------|---|
| <input type="checkbox"/> 501--750 | <input type="checkbox"/> \$5,000,001--\$10 million |
| <input type="checkbox"/> 751--1,000 | <input type="checkbox"/> \$10,000,001--\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____ N/A _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ___N/A_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL,

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Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.	_____ N/A _____

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____ N/A _____	_____ N/A _____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____ N/A _____	_____ N/A _____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [X] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [X] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [X] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____ N/A _____	_____ N/A _____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does . does not certify that;^a

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror . does . does not certify that;^a

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies;^a

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-03, Offeror Representations and Certifications; Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____ N/A _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

6 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - APRIL 2002
ALT I COMMERCIAL ITEMS (MAR 2005) - ALT. I

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: 76-0576061

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____ N/A _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
_____ N/A _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):

Average Annual Gross	Revenues
Number of Employees	_____ \$1 million or less
_____ 50 or fewer	_____ \$1,000,001--\$2 million
_____ 51--100	_____ \$2,000,001--\$3.5 million
<input checked="" type="checkbox"/> 101--250	_____ \$3,500,001--\$5 million
_____ 251--500	_____ \$5,000,001--\$10 million
_____ 501--750	_____ \$10,000,001--\$17 million
_____ 751--1,000	_____ Over \$17 million
_____ Over 1,000	

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____ N/A _____.]

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: N/A .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
<u> N/A </u>	<u> N/A </u>
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAN 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
____ N/A ____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (JAN 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
____ N/A ____	____ N/A ____
_____	_____
_____	_____

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No	Country of Origin
_____ N/A _____	_____ N/A _____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____ N/A _____	_____ N/A _____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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7 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEBRUAR
Y 2007

(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 forth the full particulars in connection therewith, 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.,

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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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

(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.

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(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 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.

8 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUAR
IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- Y 2008
COMMERCIAL ITEMS

(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).

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(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:

[Contracting Officer shall check as appropriate.]

 X (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.

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

 (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).

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

 X (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).

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- (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (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)).
- (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)).
- (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).

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(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.

(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)

9 WAGE DETERMINATION 2005-2515, REV. NO. 4

WD 05-2515 (Rev.-4) was first posted on www.wdol.gov on 08/21/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2515

William W. Gross | Division of | Revision No.: 4
Director | Wage Determinations | Date Of Revision: 08/16/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support And Clerical Occupations	
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(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:

[Contracting Officer check as appropriate.]

(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.).

(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.

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01011 - Accounting Clerk I	13.67
01012 - Accounting Clerk II	15.35
01013 - Accounting Clerk III	17.17
01020 - Administrative Assistant	22.95
01040 - Court Reporter	19.81
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.42
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.95
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.62
01532 - Travel Clerk II	13.60
01533 - Travel Clerk III	14.54
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36

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07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.27
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.31
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	17.13
12072 - Licensed Practical Nurse II	19.22
12073 - Licensed Practical Nurse III	20.69
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	15.48
12210 - Nuclear Medicine Technologist	29.04
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.90
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	26.96
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	39.31
12315 - Registered Nurse III, Anesthetist	39.31
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	19.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94

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13041 - Illustrator I	17.60	
13042 - Illustrator II	22.56	
13043 - Illustrator III	26.40	
13047 - Librarian	24.26	
13050 - Library Aide/Clerk	9.89	
13054 - Library Information Technology Systems Administrator		21.90
13058 - Library Technician	13.25	
13061 - Media Specialist I	15.81	
13062 - Media Specialist II	17.69	
13063 - Media Specialist III	19.71	
13071 - Photographer I	13.93	
13072 - Photographer II	17.60	
13073 - Photographer III	22.56	
13074 - Photographer IV	26.40	
13075 - Photographer V	30.06	
13110 - Video Teleconference Technician		13.83
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.50	
14042 - Computer Operator II	17.34	
14043 - Computer Operator III	19.32	
14044 - Computer Operator IV	22.60	
14045 - Computer Operator V	23.90	
14071 - Computer Programmer I (1)	21.12	
14072 - Computer Programmer II (1)	26.16	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.41	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	15.50	
14160 - Personal Computer Support Technician		22.60
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.33
15020 - Aircrew Training Devices Instructor (Rated)		33.08
15030 - Air Crew Training Devices Instructor (Pilot)		39.27
15050 - Computer Based Training Specialist / Instructor		25.70
15060 - Educational Technologist	29.02	
15070 - Flight Instructor (Pilot)	39.27	
15080 - Graphic Artist	23.11	
15090 - Technical Instructor	20.19	
15095 - Technical Instructor/Course Developer		24.70
15110 - Test Proctor	17.73	
15120 - Tutor	17.73	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.71	
16030 - Counter Attendant	8.71	
16040 - Dry Cleaner	9.90	
16070 - Finisher, Flatwork, Machine		8.71
16090 - Presser, Hand	8.71	
16110 - Presser, Machine, Drycleaning		8.71
16130 - Presser, Machine, Shirts	8.71	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.71
16190 - Sewing Machine Operator		11.85
16220 - Tailor	12.74	
16250 - Washer, Machine	9.56	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.65
19040 - Tool And Die Maker	19.20	
21000 - Materials Handling And Packing Occupations		

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21020 - Forklift Operator	12.84	
21030 - Material Coordinator	18.50	
21040 - Material Expediter	18.50	
21050 - Material Handling Laborer	12.26	
21071 - Order Filler	10.94	
21080 - Production Line Worker (Food Processing)	12.84	
21110 - Shipping Packer	13.31	
21130 - Shipping/Receiving Clerk	13.31	
21140 - Store Worker I	9.57	
21150 - Stock Clerk	13.57	
21210 - Tools And Parts Attendant	13.58	
21410 - Warehouse Specialist	12.84	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.07	
23021 - Aircraft Mechanic I	26.73	
23022 - Aircraft Mechanic II	28.07	
23023 - Aircraft Mechanic III	29.47	
23040 - Aircraft Mechanic Helper	20.93	
23050 - Aircraft, Painter	22.17	
23060 - Aircraft Servicer	23.28	
23080 - Aircraft Worker	24.53	
23110 - Appliance Mechanic	17.26	
23120 - Bicycle Repairer	13.91	
23125 - Cable Splicer	23.93	
23130 - Carpenter, Maintenance	18.58	
23140 - Carpet Layer	16.21	
23160 - Electrician, Maintenance	26.51	
23181 - Electronics Technician Maintenance I	19.25	
23182 - Electronics Technician Maintenance II	23.19	
23183 - Electronics Technician Maintenance III	24.38	
23260 - Fabric Worker	15.00	
23290 - Fire Alarm System Mechanic	18.14	
23310 - Fire Extinguisher Repairer	14.40	
23311 - Fuel Distribution System Mechanic	19.17	
23312 - Fuel Distribution System Operator	16.33	
23370 - General Maintenance Worker	15.46	
23380 - Ground Support Equipment Mechanic	26.73	
23381 - Ground Support Equipment Servicer	23.28	
23382 - Ground Support Equipment Worker	24.53	
23391 - Gunsmith I	14.03	
23392 - Gunsmith II	16.21	
23393 - Gunsmith III	18.14	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.06	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		
20.93		
23430 - Heavy Equipment Mechanic	17.59	
23440 - Heavy Equipment Operator	18.14	
23460 - Instrument Mechanic	19.44	
23465 - Laboratory/Shelter Mechanic	17.26	
23470 - Laborer	10.97	
23510 - Locksmith	17.26	
23530 - Machinery Maintenance Mechanic	20.81	
23550 - Machinist, Maintenance	20.16	
23580 - Maintenance Trades Helper	13.58	
23591 - Metrology Technician I	19.44	
23592 - Metrology Technician II	20.28	
23593 - Metrology Technician III	21.14	
23640 - Millwright	20.25	
23710 - Office Appliance Repairer	17.26	

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23760 - Painter, Maintenance	17.26	
23790 - Pipefitter, Maintenance	19.33	
23810 - Plumber, Maintenance	18.87	
23820 - Pneudraulic Systems Mechanic	18.14	
23850 - Rigger	19.44	
23870 - Scale Mechanic	16.03	
23890 - Sheet-Metal Worker, Maintenance	18.14	
23910 - Small Engine Mechanic	16.21	
23931 - Telecommunications Mechanic I	23.20	
23932 - Telecommunications Mechanic II	24.23	
23950 - Telephone Lineman	23.20	
23960 - Welder, Combination, Maintenance	17.43	
23965 - Well Driller	18.14	
23970 - Woodcraft Worker	18.14	
23980 - Woodworker	12.43	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.68	
24580 - Child Care Center Clerk	12.06	
24610 - Chore Aide	6.54	
24620 - Family Readiness And Support Services Coordinator	11.09	
24630 - Homemaker	15.41	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	21.14	
25040 - Sewage Plant Operator	17.00	
25070 - Stationary Engineer	21.14	
25190 - Ventilation Equipment Tender	14.33	
25210 - Water Treatment Plant Operator	16.65	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	14.82	
27007 - Baggage Inspector	10.14	
27008 - Corrections Officer	18.04	
27010 - Court Security Officer	18.04	
27030 - Detection Dog Handler	17.90	
27040 - Detention Officer	18.04	
27070 - Firefighter	17.90	
27101 - Guard I	10.14	
27102 - Guard II	17.90	
27131 - Police Officer I	23.33	
27132 - Police Officer II	25.99	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.69	
28042 - Carnival Equipment Repairer	11.24	
28043 - Carnival Equipment Worker	8.25	
28210 - Gate Attendant/Gate Tender	13.90	
28310 - Lifeguard	12.38	
28350 - Park Attendant (Aide)	15.55	
28510 - Recreation Aide/Health Facility Attendant	11.35	
28515 - Recreation Specialist	17.83	
28630 - Sports Official	12.38	
28690 - Swimming Pool Operator	15.85	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	17.78	
29020 - Hatch Tender	17.78	
29030 - Line Handler	17.78	
29041 - Stevedore I	16.63	
29042 - Stevedore II	18.93	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.08	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.57	

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30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.15	
30021 - Archeological Technician I	19.34	
30022 - Archeological Technician II	23.15	
30023 - Archeological Technician III	28.91	
30030 - Cartographic Technician	28.67	
30040 - Civil Engineering Technician	27.30	
30061 - Drafter/CAD Operator I	19.18	
30062 - Drafter/CAD Operator II	23.15	
30063 - Drafter/CAD Operator III	25.80	
30064 - Drafter/CAD Operator IV	29.47	
30081 - Engineering Technician I	16.59	
30082 - Engineering Technician II	20.41	
30083 - Engineering Technician III	22.83	
30084 - Engineering Technician IV	28.28	
30085 - Engineering Technician V	36.15	
30086 - Engineering Technician VI	41.85	
30090 - Environmental Technician	27.24	
30210 - Laboratory Technician	23.55	
30240 - Mathematical Technician	28.67	
30361 - Paralegal/Legal Assistant I	18.13	
30362 - Paralegal/Legal Assistant II	22.46	
30363 - Paralegal/Legal Assistant III	27.47	
30364 - Paralegal/Legal Assistant IV	32.55	
30390 - Photo-Optics Technician	28.67	
30461 - Technical Writer I??????	20.79	
30462 - Technical Writer II	25.43	
30463 - Technical Writer III	29.06	
30491 - Unexploded Ordnance (UXO) Technician I	23.56	
30492 - Unexploded Ordnance (UXO) Technician II	28.51	
30493 - Unexploded Ordnance (UXO) Technician III	34.42	
30494 - Unexploded (UXO) Safety Escort	23.56	
30495 - Unexploded (UXO) Sweep Personnel	23.56	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	21.77	
30621 - Weather Observer, Senior (3)	26.39	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.16	
31030 - Bus Driver	15.48	
31043 - Driver Courier	12.46	
31260 - Parking and Lot Attendant	8.34	
31290 - Shuttle Bus Driver	13.58	
31310 - Taxi Driver	9.54	
31361 - Truckdriver, Light	13.58	
31362 - Truckdriver, Medium	16.87	
31363 - Truckdriver, Heavy	18.03	
31364 - Truckdriver, Tractor-Trailer	18.03	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.10	
99050 - Desk Clerk	10.65	
99095 - Embalmer	21.55	
99251 - Laboratory Animal Caretaker I	9.03	
99252 - Laboratory Animal Caretaker II? ?	10.11	
99310 - Mortician	24.04	
99410 - Pest Controller	13.78	
99510 - Photofinishing Worker	10.43	
99710 - Recycling Laborer	12.36	
99711 - Recycling Specialist	15.07	
99730 - Refuse Collector	11.03	
99810 - Sales Clerk	11.41	
99820 - School Crossing Guard	8.29	

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99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regading and cleaning of artillery ranges.

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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

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When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK (SOW)

U.S.T.S. TEXAS CLIPPER (ex. Sirius)
2008 Repair Item

ITEM	DESCRIPTION
001	MOVE UNREP EQUIPMENT FWD AND MIDSHIPS
002	REMOVE UNREP EQUIPMENT AFT
003	REMOVE HP AIR RECEIVERS
004	OVERHAUL NUMBER 4 SSDG
005	REPLACE MECHANICAL SEAL SLUDGE PUMP
006	REPLACE MECHANICAL SEAL #3 S.W. PUMP
007	INSTALL MAIN ENGINE JACKET WATER HEATERS
008	INSERT AFT PEAK TANK TOP
009	REPLACE AIR CONDITIONER IN MACHINE SHOP

Item No:001

Date: 02/13/08

Vessel: USTS TEXAS CLIPPER

Originator/Writer: NATHAN TAYLOR, ICI SERVICES, LLC

Removal of UNREP Equipment & Foundations, Stations 1, 2, 5, & 6

1. Scope of Work:

1.1 The Contractor shall remove all UNREP equipment and foundations from UNREP stations 1 and 2 forward, and UNREP stations 5 & 6 amidships.

1.2 Location of Work: 01 Level, Weather, Stations 1 & 2, Frame 130-158; Stations 5 & 6, Frame 82-94

2. References

2.1 ABS Rules, Guide for Shipbuilding and Repair Quality Standard for Hull Structures during Construction (2007).

2.2 US Coast Guard regulations, including all applicable CFRs and NAVICs, for repairs of vessels.

2.3 IEEE Standard 45-2002: Recommended Practice for Electric Installations on Shipboard

2.4 NFPA 312-2006, Standard for Fire Protection of Vessels during Construction, Repair, and Layup

2.5 NAVSEA Technical Manual S9571-AR-MMA-010, Highline/Spanwire Air Clutch Anti-Slack Device MKS 6-11 and 14, MODS 0-2.

2.6 NAVSEA Technical Manual SG813-AX-MMA-010, Winch Electric Hydraulic, Double Drum, MK 3 MODS 1-8, 11-14 and 17.

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- 2.7 NAVSEA Technical Manual S9571-AC-MMA-010/STD XMSN, Transmission, Hydraulic, Variable Speed Mk 6 Mods 1, 3 & 4, Type NST-D.
- 2.8 NAVAL SHIPS TECHNICAL MANUAL, NSTM Chapter 571, Underway Replenishment (Aboard Ship).
- 2.9 MARAD Specification 061-001.G, Hazardous Materials; Handling. (Provided in Bid Package).
- 2.10 MARAD Coating Guidelines. (Provided in Bid Package).

3. Work Description:

3.1 General

- 3.1.1 The contractor shall maintain firewatches throughout all hotwork accomplished onboard in accordance with NFPA 312, Standard for Fire Protection of Vessels during Construction, Repair, and Layup, and in accordance with OSHA requirements. The contractor shall not use any of the ship's fire fighting equipment during this contract.
- 3.1.2 The contractor shall remove all oil from the winches prior to lifting. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances.
- 3.1.3 All items not scheduled for reuse shall be removed to scrap.
- 3.1.4 The contractor shall renew/replace any lagging and insulation disturbed or damaged during the removal of the equipment. The contractor shall provide and install new insulation as required to insulate newly installed deck inserts. New insulation shall match existing insulation in type, weight and thickness.
- 3.1.5 The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations.
- 3.1.6 For any work that results in exposed bare metal, the contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.
- 3.1.7 The contractor shall schedule a regulatory inspection with ABS upon the completion of deck inserts.

3.2 Fore Stations 1 & 2

3.2.1 Port and Starboard Winch Control Room Removal (Frame 156)

- 3.2.1.1 The following apply for both Port and Starboard Winch Control Rooms.
- 3.2.1.2 The contractor shall check that all motor controllers and main circuits for forward UNREP stations 1 and 2 are tagged out in forward Electrical Distribution Room 1-176-2. All equipment is powered by power panels 1-176-2, 1-176-4, and 1-176-6. As the equipment has already been removed, all motor controllers should already have fuses removed, and main circuits tagged out. At this point, the contractor shall verify this condition with the vessel's electrician.
- 3.2.1.3 The contractor shall remove UNREP equipment control boxes from both Port and Starboard Winch Control Rooms. The contractor shall remove all control electrical cabling in Winch Control rooms back to electric motor controllers located in forward Electrical Distribution Room 1-176-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.
- 3.2.1.4 The contractor shall renew/replace any lagging and insulation disturbed or damaged during the removal of the equipment. The contractor shall provide and install new insulation as required to insulate newly installed deck inserts. New insulation shall match existing insulation in type, weight and thickness.
- 3.2.1.5 The contractor shall rig and remove Winch Control Room Structure to scrap by cutting entire structure near the deck surface, and also at connection with handrails. The weight of each Structure is approximately 1200lbs. As shown in the Notes, the ship's cranes will not be available for contractor use during this contract.
- 3.2.1.6 The contractor shall grind flush all remaining deck protrusions, including the chair support. This will include all of the approx 10 ft x 6 ft foundation remaining from the structure, and approximately 10 additional small deck protrusions in each winch room structure. The ship representative will identify all protrusions to be ground flush.
- 3.2.1.7 The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. There will be approximately 10 small deck penetrations at each winch room area. The ship representative will identify all deck penetrations that need inserting.
- 3.2.1.8 All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.
- 3.2.1.9 The contractor shall install new handrails and fish plate in way of removals in accordance with ABS and USCG rules and regulations. The contractor shall use schedule 80 pipe for the handrail installations. Steel plate used for the new fishplates shall be of same size and weight as surrounding.

3.2.2 Removal of Large Foundations from UNREP Stations 1 & 2 equipment (Frames 143-158)

- 3.2.2.1 There are 3 large foundations (approx 12 ft x 8 ft) located on the deck in this area. The contractor shall remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included fore station diagram shows approximate locations of these large foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

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3.2.3 Removal of Small Foundations from UNREP Stations 1 & 2 equipment (Frames 137-158)

3.2.3.1 There are 7 smaller foundations (approx 3 ft x 3 ft) located on the deck in this area. Remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included fore station diagram shows approximate locations of these small foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.4 Removal of other Deck Protrusions from UNREP Stations 1 & 2 (Frames 130-158)

3.2.4.1 There are approx 40 small deck protrusions (tie downs, etc.) near the cranes towards the aft part of this section and another 20 forward near the foundations. They are approx 2 inches x 1 inch on average. The contractor shall remove by cutting and grinding flush to the deck. Protrusions to be ground flush will be marked clearly with red paint by the ship's representative. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.5 Inserting of Deck Penetrations in UNREP Stations 1 & 2 (Frames 143-158)

3.2.5.1 There are approx 35 small (1 inch diameter) and 5 large (5 inch diameter) deck penetrations forward near the foundations. Deck penetrations to be inserted will be marked clearly by blue paint by the ship's representative. The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.6 Removal of Saddle Winch Motor Controllers.

3.2.6.1 Disconnect electrically and mechanically the three saddle winch motor controllers located in the forward power distribution center frame 1-176-2. The contractor shall remove all electrical cabling entering and leaving the motor controllers back to their source and terminate in accordance with IEEE standards and USCG regulations. The contractor shall rig the controllers ashore to the dock and band to pallets making ready for shipment. The contractor shall reband all cableways and trays disturbed by this removal.

3.3 Amidships Stations 5 & 6

3.3.1 Port and Starboard Winch Control Room Removal (Frame 93)

3.3.1.1 Following instructions apply for both Port and Starboard Winch Control Rooms.

3.3.1.2 The contractor shall check that all motor controllers and main circuits for amidships UNREP stations 5 and 6 are tagged out in the amidships Electrical Distribution Room 01-75-2 and Electrical Distribution Room 01-72-2. All equipment is powered by power panels 01-74-1 and 01-75-2. The transmissions for all winches in these stations have been removed, so all equipment should already have fuses removed, and main circuits tagged out at the power panel. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.1.3 The contractor shall remove UNREP equipment control boxes from both Port and Starboard Winch Control Rooms. The contractor shall remove all control electrical cabling in Winch Control rooms back to electric motor controllers located in amidships Electrical Distribution Rooms 01-75-2 and 01-72-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.1.4 One control cable remains connected in the winch room. The contractor shall disconnect and remove this cable, and remove from the winch it controlled.

3.3.1.5 The contractor shall rig and remove Winch Control Room Structure to scrap by cutting entire structure near the deck surface, and also at connection with handrails. Weight of each Structure is approximately 1200lbs.

3.3.1.6 The contractor shall grind flush all remaining deck protrusions, including the chair support. This will include all of the approx 10 ft x 6 ft foundation remaining from the structure, and approximately 10 additional small deck protrusions in each winch room structure. The ship representative will identify all protrusions to be ground flush.

3.3.1.7 The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. There will be approximately 10 small deck penetrations at each winch room area. The ship representative will identify all deck penetrations that need inserting.

3.3.1.8 All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.3.1.9 The contractor shall install new handrails and fish plate in way of removals in accordance with ABS and USCG rules and regulations. The contractor shall use schedule 80 pipe for the handrail installations. Steel plate used for the new fishplates shall be of same size and weight as surrounding.

3.3.2 Removal of Hauling Winch with Anti Slack Device from UNREP Station 5 (Frame 88 Port)

3.3.2.1 The contractor shall tag-out UNREP station 5 Hauling winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The controllers and Hauling winch breaker are located in Amidships electrical distribution

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room 01-72-2 and the replenishment pump circuit breaker is located in electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.2.2 The contractor shall remove all fuses from the Hauling winch main and replenishment pump motor controllers.

3.3.2.3 The contractor shall remove all power cables from the Hauling winch main electric motor, winch component junction box, Hauling winch cooling fan and Outhaul ASD back to the winch motor controllers located in the amidships electrical distribution room 01-72-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.2.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Hauling winch.

3.3.2.5 The contractor shall disconnect and remove the controlex cable from the H2X valve operator located in the hauling winch drum air module.

3.3.2.6 The contractor shall disconnect the LP air line to the outhaul ASD and Hauling winch main drum air module. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.3.2.7 The contractor shall cut entire Hauling Winch foundation near the deck. There is oil in the transmissions of the winches. The contractor shall remove all oil from the winches prior to lifting. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances. See the Notes regarding oil disposal, and apply to all large equipment removal accomplished during this work.

3.3.2.8 The contractor shall rig and remove the Hauling winch to scrap. Weight of winch plus transmission is approximately 35,000 pounds.

3.3.3 Removal of Highline Anti Slack Device from UNREP Station 5 (Frame 88 Centerline)

3.3.3.1 The contractor shall tag-out UNREP station 5 Highline ASD motor controller and main circuit breaker in the "OFF" position. The motor controller is located in Amidships electrical distribution room 01-72-2 and the Highline ASD circuit breaker is located in electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.3.2 The contractor shall remove all fuses from the Highline ASD motor controller.

3.3.3.3 The contractor shall remove all power cables from the Highline ASD junction box back to the motor controller located in the amidships electrical distribution room 01-75-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.3.4 The contractor shall disconnect the LP air line to the Highline ASD. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.3.3.5 The contractor shall cut entire Highline ASD foundation near the deck.

3.3.3.6 The contractor shall rig and remove the Highline ASD to the dock for transport by others. Weight of the ASD is approximately 5,500 lbs.

3.3.4 Removal of UNREP Station 5 fairleader (Frame 88 STBD)

3.3.4.1 The contractor shall cut entire Fairleader near the deck.

3.3.4.2 The contractor shall rig and remove the Fairleader to scrap. Weight of the Fairleader is approximately 4000 lbs.

3.3.5 Removal of Highline Winch from UNREP Station 5 (Frame 88 STBD)

3.3.5.1 The contractor shall tag-out UNREP station 5 Highline winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The controllers and Highline winch breaker are located in Amidships electrical distribution room 01-72-2 and the replenishment pump circuit breaker is located in electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.5.2 The contractor shall remove all fuses from the Highline winch main and replenishment pump motor controllers.

3.3.5.3 The contractor shall remove all power cables from the Highline winch main electric motor, winch component junction box back to the winch motor controllers located in the amidships electrical distribution room 01-72-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.5.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Highline winch.

3.3.5.5 The contractor shall cut entire Highline Winch foundation near the deck.

3.3.5.6 The contractor shall rig and remove the Highline winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 30,000 pounds.

3.3.6 Removal of Hauling Winch with Anti Slack Device from UNREP Station 6 (Frame 84 STBD)

3.3.6.1 The contractor shall tag-out UNREP station 6 Hauling winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The Hauling winch breaker is located in Amidships electrical distribution room 01-72-2 and the motor controllers and replenishment pump circuit breaker are located in electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.6.2 The contractor shall remove all fuses from the Hauling winch main and replenishment pump motor controllers.

3.3.6.3 The contractor shall remove all power cables from the Hauling winch main electric motor, winch component junction box, Hauling winch cooling fan and Outhaul ASD back to the winch motor controllers located in the amidships electrical distribution room

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01-75-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.6.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Hauling winch.

3.3.6.5 The contractor shall disconnect and remove the controlex cable from the H2X valve operator located in the hauling winch drum air module.

3.3.6.6 The contractor shall disconnect the LP air line to the Outhaul ASD and Hauling winch main drum air module. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.3.6.7 The contractor shall cut entire Hauling Winch foundation near the deck.

3.3.6.8 The contractor shall rig and remove the Hauling winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 35,000 pounds.

3.3.7 Removal of Highline Anti Slack Device from UNREP Station 6 (Frame 84 Centerline)

3.3.7.1 The contractor shall tag-out UNREP station 6 Highline ASD motor controller and main circuit breaker in the "OFF" position. The motor controller and circuit breakers are located in Amidships electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.7.2 The contractor shall remove all fuses from the Highline ASD motor controller.

3.3.7.3 The contractor shall remove all power cables from the Highline ASD junction box back to the motor controller located in the amidships electrical distribution room 01-75-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.7.4 The contractor shall disconnect The LP air lines to the Highline ASD. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.3.7.5 The contractor shall cut entire Highline ASD foundation near the deck.

3.3.7.6 The contractor shall rig and remove the Highline ASD to dock for transport by others. Weight of the ASD is approximately 5,500 lbs

3.3.8 Removal of UNREP Station 6 fairleader (Frame 84 Port)

3.3.8.1 The contractor shall cut entire Fairleader near the deck.

3.3.8.2 The contractor shall rig and remove the Fairleader to scrap. Weight of the Fairleader is approximately 4000 lbs.

3.3.9 Removal of Highline Winch from UNREP Station 6 (Frame 84 Port)

3.3.9.1 The contractor shall tag-out UNREP station 6 Highline winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The Highline winch breaker is located in Amidships electrical distribution room 01-72-2 and the motor controllers and replenishment pump circuit breaker are located in electrical distribution room 01-75-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.3.9.2 The contractor shall remove all fuses from the Highline winch main and replenishment pump motor controllers.

3.3.9.3 The contractor shall remove all power cables from the Highline winch main electric motor, winch component junction box back to the winch motor controllers located in the amidships electrical distribution room 01-75-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.3.9.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Highline winch.

3.3.9.5 The contractor shall cut entire Highline Winch foundation near the deck.

3.3.9.6 The contractor shall rig and remove the Highline winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 30,000 pounds.

3.3.10 Removal of Large Foundations from UNREP Stations 5 & 6 equipment (Frames 82-94)

3.3.10.1 There are 4 large foundations (approx 12 ft x 8 ft) located on the deck in this area. The contractor shall remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included amidships station diagram shows approximate locations of these large foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.3.11 Removal of Small Foundations from UNREP Stations 5 & 6 equipment (Frames 82-94)

3.3.11.1 There are 6 smaller foundations (approx 3 ft x 3 ft) located on the deck in this area. Remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included amidships station diagram shows approximate locations of these small foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.3.12 Removal of other Deck Protrusions from UNREP Stations 5 & 6 (Frames 82-94)

3.3.12.1 There are approx 10 small deck protrusions (tie downs, etc.) in this area near the foundations. They are approx 2 inches x 1 inch on average. The contractor shall remove by cutting and grinding flush to the deck. Protrusions to be ground flush will be marked clearly with red paint by the ship's representative. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

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3.3.13 Repair and Waterproofing of Deck Penetrations in UNREP Stations 5 & 6 (Frames 82-94)

3.3.13.1 There are approx 30 small (1 in diameter) and 10 large (5 in diameter) deck penetrations near the foundations. Deck penetrations to be inserted will be marked clearly by blue paint by the ship's representative. The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines. Upon the completion of the deck inserts, the contractor shall schedule a regulatory inspection with ABS.

4. Notes:

GFI:

4.1 Both OSHA standards and NFPA 312, Standard for Fire Protection of Vessels during Construction, Repair, and Layup, apply to hotwork. The ship's fire fighting equipment will not be available for the contractor's use during this contract.

4.2 There is oil in the transmission of each winch. Each transmission contains approximately 45 gallons of MIL -H- 17672. The contractor shall remove all oil from the winches prior to lifting. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances.

4.3 All items not scheduled for reuse shall be removed to scrap. The MARAD Surveyor shall direct the contractor as to the disposition of the removed equipment that has been marked for reuse. The transport of the marked equipment will be dealt with under a separate contract.

4.4 The ship's cranes will not be available for contractor use during this contract.

Item No:002

Date: 02/13/08

Vessel: USTS TEXAS CLIPPER

Originator/Writer: NATHAN TAYLOR,

ICI SERVICES, LLC

Removal of UNREP Equipment & Foundations, Stations 9 & 10

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1. Scope of Work:

- 1.1 The Contractor shall remove all UNREP equipment and foundations from UNREP stations 9 and 10 aft.
- 1.2 Location of Work: 01 Level, Weather, Stations 9 & 10, Frame 42-62

2. References

- 2.1 ABS Rules, Guide for Shipbuilding and Repair Quality Standard for Hull Structures during Construction (2007).
- 2.2 US Coast Guard regulations, including all applicable CFRs and NAVICs, for repairs of vessels.
- 2.3 IEEE Standard 45-2002: Recommended Practice for Electric Installations on Shipboard
- 2.4 NFPA 312-2006, Standard for Fire Protection of Vessels during Construction, Repair, and Layup
- 2.5 NAVSEA Technical Manual 0978-LP-036-7010, Operation and Maintenance Manual Hydraulic Ram Tensioners
- 2.6 NAVSEA Technical Manual, 0920-LP-087-5010, Sliding Block and Outrigger
- 2.7 NAVSEA Technical Manual S9571-AR-MMA-010, Highline/Spanwire Air Clutch Anti-Slack Device MKS 6-11 and 14, MODS 0-2.
- 2.8 NAVSEA Technical Manual SG813-AX-MMA-010, Winch Electric Hydraulic, Double Drum, MK 3 MODS 1-8, 11-14 and 17.
- 2.9 NAVSEA Technical Manual S9571-AC-MMA-010/STD XMSN, Transmission, Hydraulic, Variable Speed Mk 6 Mods 1, 3 & 4, Type NST-D.
- 2.10 NAVAL SHIPS TECHNICAL MANUAL, NSTM Chapter 571, Underway Replenishment (Aboard Ship).
- 2.11 MARAD Specification 061-001.G, Hazardous Materials; Handling. (Provided in Bid Package).
- 2.12 MARAD Coating Guidelines. (Provided in Bid Package).

3. Work Description:

3.1 General

- 3.1.1 The contractor shall maintain firewatches throughout all hotwork accomplished onboard in accordance with NFPA 312, Standard for Fire Protection of Vessels during Construction, Repair, and Layup, and in accordance with OSHA requirements. The contractor shall not use any of the ship's fire fighting equipment during this contract.
- 3.1.2 The contractor shall remove all oil from the winches prior to lifting. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances.
- 3.1.3 All items not scheduled for reuse shall be removed to scrap.
- 3.1.4 The contractor shall renew/replace any lagging and insulation disturbed or damaged during the removal of the equipment. The contractor shall provide and install new insulation as required to insulate newly installed deck inserts. New insulation shall match existing insulation in type, weight and thickness.
- 3.1.5 The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations.
- 3.1.6 For any work that results in exposed bare metal, the contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.
- 3.1.7 The contractor shall schedule a regulatory inspection with ABS upon the completion of deck inserts.

3.2 Aft Stations 9 & 10

3.2.1 Port and Starboard Winch Control Room Removal (Frame 62)

3.2.1.1 The following apply for both Port and Starboard Winch Control Rooms.

3.2.1.2 The contractor shall check that all motor controllers and main circuits for aft UNREP stations 9 and 10 are tagged out in aft Electrical Distribution Room 1-36-2. All equipment is powered by power panels 1-33-1, 1-33-2, and 1-33-3. The motor controller for each equipment should have fuses removed, and main circuits tagged out. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.1.3 The contractor shall remove UNREP equipment control boxes from both Port and Starboard Winch Control Rooms. The contractor shall remove all control electrical cabling in Winch Control rooms back to electric motor controllers located in aft Electrical Distribution Room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.1.4 Three control cables remain connected in the winch room. The contractor shall disconnect and remove these cables, and remove from the equipment it controlled.

3.2.1.5 Each winch room at these stations has a fire plug attached to the forward side of the winch room. The nozzles and hoses should have been removed by the ships force after emptying the line. The firemain should be offline. The contractor shall remove the fire plug structure with the winch room. At this point, no cutting of the firemain piping is necessary.

3.2.1.6 The contractor shall rig and remove Winch Control Room Structure to scrap by cutting the entire structure near the deck surface, and also at each connection with handrails. The weight of each structure is approximately 1200 lbs.

3.2.1.7 The contractor shall grind flush all remaining deck protrusions, including the chair support. This will include all of the approx 10 ft x 6 ft foundation remaining from the structure, and approximately 10 additional small deck protrusions in each winch room structure. The ship representative will identify all protrusions to be ground flush.

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3.2.1.8 The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. There will be approximately 10 small deck penetrations at each winch area. The ship representative will identify all deck penetrations that need inserting.

3.2.1.9 All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.1.10 The contractor shall install new handrails and fish plate in way of removals in accordance with ABS and USCG rules and regulations. The contractor shall use schedule 80 pipe for the handrail installations. Steel plate used for the new fishplates shall be of same size and weight as surrounding.

3.2.2 Removal of excess fireplugs 1-65-1 and 1-65-2 adjacent to Winch Control Rooms (Frame 62 PORT & STBD)

3.2.2.1 The contractor shall remove firemain piping from these stations back to the flanges closest to the longitudinal runs in the main deck overhead. The flange on each side will be identified by the Ship Representative.

3.2.2.2 The contractor shall disconnect the lines at these flanges port and starboard. The contractor shall cover the firemain side of each flange with a steel blank flange, gasket and fasteners.

3.2.2.3 The piping on each side runs through two bulkheads, then up through the deck. The contractor shall cut the pipe on each side of each penetration. The contractor shall rip out all pipe to scrap.

3.2.2.4 The contractor shall insert and weld all deck and bulkhead penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. There will be 3 deck and bulkhead penetrations. The ship representative will identify all deck and bulkhead penetrations that need inserting.

3.2.2.5 All deck penetrations inserts will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.3 Removal of Hauling Winch with Anti Slack Device from UNREP Station 9 (Frame 51 STBD)

3.2.3.1 The contractor shall tag-out UNREP station 9 Hauling winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. All controllers and breakers are located in aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.3.2 The contractor shall remove all fuses from the Hauling winch main and replenishment pump motor controllers.

3.2.3.3 The contractor shall remove all power cables from the Hauling winch Junction boxes back to the winch motor controllers located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.3.4 The contractor shall disconnect and remove local/manual cable from the operator at the top of the Hauling winch, if not already removed during winch control room removal. Prior to lifting the hydraulic transmissions the contractor shall disconnect the hydraulic transmission shaft couplings. Disconnect the local/manual cable from operator at the top of the NST-D. Disconnect and plug the hydraulic brake line. Unbolt transmission from the foundation. Rig and remove the transmission from foundation using only the four built-in lifting eyes on the transmission sump. Weight of transmission is approximately 3,700 pounds. Care must be taken to ensure lifting slings are not pulled against and damage transmission components. Rig the transmission ashore for shipment by others.

3.2.3.5 The contractor shall disconnect and remove the controlex cable from the H2X valve operator located in the hauling winch drum air module, if not already removed during winch control room removal.

3.2.3.6 The contractor shall disconnect the LP air line to the Outhaul ASD and Hauling winch main drum air module. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.2.3.7 The contractor shall cut the entire Hauling Winch foundation near the deck. There is oil in the transmissions of the winches. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances. See the Notes regarding oil disposal, and apply to all large equipment removal accomplished during this work.

3.2.3.8 The contractor shall rig and remove the Hauling winch to scrap using only the four built-in lifting eyes on the winch frame. The weight of winch plus transmission is approximately 35,000 pounds.

3.2.4 Removal of Highline Anti Slack Device from UNREP Station 9 (Frame 50 Port)

3.2.4.1 The contractor shall tag-out UNREP station 9 Highline ASD motor controller and main circuit breaker in the "OFF" position. The motor controller and breaker are located in aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.4.2 The contractor shall remove all fuses from the Highline ASD motor controller.

3.2.4.3 The contractor shall remove all power cables from the Highline ASD junction box back to the motor controller located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.4.4 The contractor shall disconnect the LP air line to the Highline ASD. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1. The contractor shall remove the LP air anti-slack device air module from its location on the port side king post. The air module shall be rigged ashore and banded to a suitable pallet and made ready for shipment by others.

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3.2.4.5 The contractor shall cut the entire Highline ASD foundation near the deck.

3.2.4.6 The contractor shall rig and remove the Highline ASD to dock for transport by others. The weight of the ASD is approximately 5,500 lbs.

3.2.5 Removal of UNREP Station 9 Ram Tensioner (Frame 51 Port)

WARNING

FIRE RESISTANT HYDRAULIC FLUID MIL-H-19457 IS HAZARDOUS. OBSERVE SAFETY PRECAUTIONS WHEN HANDLING AND DISPOSING OF FIRE RESISTANT HYDRAULIC FLUID MIL-H-19457. WEAR FACE SHIELD, NEOPRENE OR BUTYL RUBBER BOOTS AND GLOVES WHEN CONTACT WITH RAM TENSIONER HYDRAULIC FLUID IS PROBABLE. IN AN ATMOSPHERE CONTAINING A FINE SPRAY OR MIST OF RAM TENSIONER HYDRAULIC FLUID, FULL FACE PIECE AND CONTINUOUS AIRLINE RESPIRATOR MUST BE WORN.

3.2.5.1 The contractor shall ensure that the Ram Tensioner is retracted to its full down position. The contractor shall ensure Ram Tensioner charging valves are closed and tagged "out of service." At this point, the contractor shall verify this condition with the vessel's electrician. The contractor shall relieve all air pressure from the accumulator by opening the Ram HP air vent/bleed off valve.

3.2.5.2 The contractor shall drain hydraulic fluid (fire resistant hydraulic fluid Mil-H-19457, Trade names FYRQUEL or RADCOLUBE) from the ram tensioner and overflow reservoir in accordance with NAVSEA Technical Manual 0978-LP-036-7010, Operation and Maintenance Manual Hydraulic Ram Tensioners, Chapter 7-2, and discard in accordance with MARAD Specification 061-001.G, Hazardous Materials; Handling. Estimate 105 gallons of Fyrquel.

3.2.5.3 The contractor shall carefully disconnect the ram position transmitter cable from the upper sheave block assembly bracket. The contractor shall hand-tend the transmitter cable down to the transmitter and secure in place.

3.2.5.4 The contractor shall remove ram tensioner cable bracket from upper sheave assembly and H.P. air piping and retain. The contractor shall disconnect and remove the Automatic Ram Control (ARC) sending unit from the ram tensioner and retain.

3.2.5.5 The contractor shall remove ram tensioner power cables box back to the motor controller located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.5.6 The contractor shall disconnect The HP and LP air lines to the Highline ASD. The contractor shall remove the LP and HP air lines in its entirety back to the air compressor room located at frame 1-69-1.

3.2.5.7 The contractor shall cut the entire Ram Tensioner foundation near the deck. The contractor shall also cut and remove the air pressure gauge panel.

3.2.5.8 The contractor shall rig and remove the Ram Tensioner to scrap. The weight of the Ram Tensioner is approximately 14,700 pounds.

3.2.6 Removal of UNREP Station 9 fairleader (Frame 52 Port)

3.2.6.1 The contractor shall cut the entire Fairleader near the deck.

3.2.6.2 The contractor shall rig and remove the Fairleader to scrap. Weight of the Fairleader is approximately 4000 lbs.

3.2.7 Removal of Highline Winch from UNREP Station 9 (Frame 53 Port)

3.2.7.1 The contractor shall tag-out UNREP station 9 Highline winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The controllers and breakers are located in aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.7.2 The contractor shall remove all fuses from the Highline winch main and replenishment pump motor controllers.

3.2.7.3 The contractor shall remove all power cables from the Highline winch junction boxes back to the winch motor controllers located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.7.4 The contractor shall disconnect and remove the local/manual cable from operator at the top of the Highline winch. Prior to lifting the hydraulic transmissions the contractor shall disconnect the hydraulic transmission shaft couplings. Disconnect the local/manual cable from operator at the top of the NST-D. Disconnect and plug the hydraulic brake line. Unbolt transmission from the foundation. Rig and remove the transmission from foundation using only the four built-in lifting eyes on the transmission sump. Weight of transmission is approximately 3,700 pounds. Care must be taken to ensure lifting slings are not pulled against and damage transmission components. Rig the transmission ashore for shipment by others.

3.2.7.5 The contractor shall cut the entire Highline Winch foundation near the deck.

3.2.7.6 The contractor shall rig and remove the Highline winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 30,000 pounds.

3.2.8 Removal of UNREP Station 9 Sliding Block (Frame 49 Port)

3.2.8.1 The contractor shall turn sliding block 9 motor controller and circuit breaker to off position and tag controller and breaker "Out of Service". At this point, the contractor shall verify this condition with the vessel's electrician.

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3.2.8.2 The contractor shall provide adequate support for the sliding block/transfer head assembly to permit disconnecting of hoist chains from sliding block. CAUTION: The contractor shall secure chains prior to disconnecting turnbuckles. Additional guidance for disassembly of components is in NAVSEA Technical Manual, 0920-LP-087-5010, Sliding Block and Outrigger.

3.2.8.3 The contractor shall remove sliding block hoist chain guards.

3.2.8.4 The contractor shall place Sliding block on suitable support to facilitate chain disconnect.

3.2.8.5 The contractor shall slack adjusting nuts on eyebolts and rig, disconnect and remove hoist chains. Weight is approximately 1,500 lbs each.

3.2.8.6 The contractor shall detach eyebolts and equalizer yokes from sliding block retaining all hardware.

3.2.8.7 The contractor shall remove to scrap the sliding block chains.

3.2.8.8 The contractor shall remove lower guide rail sections to provide access to extract the sliding block and outrigger assembly. Weight is approximately 500 lbs each.

3.2.8.9 The contractor shall rig/remove the sliding block outrigger assemblies to scrap. Weight is approximately 3,500 lbs each.

3.2.8.10 Following the removal of the sliding block and outrigger assemblies from the kingpost, the contractor shall disconnect the threaded flexible coupling and floating shaft from the high speed pinion shaft on the motor side of the speed reducer.

3.2.8.11 The contractor shall disconnect the jackshaft from the high speed pinion and reducer shaft on the geared limit switch side of the gear reducer.

3.2.8.12 The contractor shall rig/remove speed reducer from foundation to scrap. Weight is approximately 3000 lbs each.

3.2.9 Removal of Hauling Winch with Anti Slack Device from UNREP Station 10 (Frame 44 STBD)

3.2.9.1 The contractor shall tag-out UNREP station 10 Hauling winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The Hauling winch motor controllers and breakers are located in the aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.9.2 The contractor shall remove all fuses from the Hauling winch main and replenishment pump motor controllers.

3.2.9.3 The contractor shall remove all power cables from the Hauling winch junction boxes back to the winch motor controllers located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.9.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Hauling winch, if not already removed during winch control room removal.

3.2.9.5 The contractor shall disconnect and remove the controlex cable from the H2X valve operator located in the hauling winch drum air module, if not already removed during winch control room removal. Prior to lifting the hydraulic transmissions the contractor shall disconnect the hydraulic transmission shaft couplings. Disconnect the local/manual cable from operator at the top of the NST-D. Disconnect and plug the hydraulic brake line. Unbolt transmission from the foundation. Rig and remove the transmission from foundation using only the four built-in lifting eyes on the transmission sump. Weight of transmission is approximately 3,700 pounds. Care must be taken to ensure lifting slings are not pulled against and damage transmission components. Rig the transmission ashore for shipment by others.

3.2.9.6 The contractor shall disconnect the LP air line to the Outhaul ASD and Hauling winch main drum air module. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1.

3.2.9.7 The contractor shall cut the entire Hauling Winch foundation near the deck.

3.2.9.8 The contractor shall rig and remove the Hauling winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 35,000 pounds.

3.2.10 Removal of Highline Anti Slack Device from UNREP Station 10 (Frame 46 STBD)

3.2.10.1 The contractor shall tag-out UNREP station 10 Highline ASD motor controller and main circuit breaker in the "OFF" position. The motor controller and circuit breakers are located in aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.

3.2.10.2 The contractor shall remove all fuses from the Highline ASD motor controller.

3.2.10.3 The contractor shall remove all power cables from the Highline ASD junction box back to the motor controller located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.

3.2.10.4 The contractor shall disconnect The LP air lines to the Highline ASD. The contractor shall remove the LP air line in its entirety back to the air compressor room located at frame 1-69-1. The contractor shall remove the LP air anti-slack device air module from its location on the starboard side king post. The air module shall be rigged ashore and banded to a suitable pallet and made ready for shipment by others.

3.2.10.5 The contractor shall cut entire Highline ASD foundation near the deck.

3.2.10.6 The contractor shall rig and remove the Highline ASD to dock for transport by others. Weight of the ASD is approximately 5,500 lbs.

3.2.11 Removal of UNREP Station 10 Ram Tensioner (Frame 46 STBD)

WARNING

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FIRE RESISTANT HYDRAULIC FLUID MIL-H-19457 IS HAZARDOUS. OBSERVE SAFETY PRECAUTIONS WHEN HANDLING AND DISPOSING OF FIRE RESISTANT HYDRAULIC FLUID MIL-H-19457. WEAR FACE SHIELD, NEOPRENE OR BUTYL RUBBER BOOTS AND GLOVES WHEN CONTACT WITH RAM TENSIONER HYDRAULIC FLUID IS PROBABLE. IN AN ATMOSPHERE CONTAINING A FINE SPRAY OR MIST OF RAM TENSIONER HYDRAULIC FLUID, FULL FACE PIECE AND CONTINUOUS AIRLINE RESPIRATOR MUST BE WORN.

- 3.2.11.1 The contractor shall ensure that the Ram Tensioner is retracted to its full down position. The contractor shall ensure Ram Tensioner charging valves are closed and tagged "out of service." At this point, the contractor shall verify this condition with the vessel's electrician. The contractor shall relieve all air pressure from accumulator by opening the Ram HP air vent/bleed off valve.
- 3.2.11.2 The contractor shall drain hydraulic fluid (fire resistant hydraulic fluid Mil-H-19457, Trade names FYRQUEL or RADCOLUBE) from the ram tensioner and overflow reservoir in accordance with NAVSEA Technical Manual 0978-LP-036-7010, Operation and Maintenance Manual Hydraulic Ram Tensioners, Chapter 7-2, and discard in accordance with MARAD Specification 061-001.G, Hazardous Materials; Handling. Estimate 105 gallons of Fyrquel.
- 3.2.11.3 The contractor shall carefully disconnect the ram position transmitter cable from the upper sheave block assembly bracket. The contractor shall hand-tend the transmitter cable down to the transmitter and secure in place.
- 3.2.11.4 The contractor shall remove ram tensioner cable bracket from upper sheave assembly and H.P. air piping and retain. The contractor shall disconnect and remove the Automatic Ram Control (ARC) sending unit from the ram tensioner and retain.
- 3.2.11.5 The contractor shall remove ram tensioner power cables box back to the motor controller located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.
- 3.2.11.6 The contractor shall disconnect the HP and LP air lines to the Highline ASD. The contractor shall remove the LP and HP air line in its entirety back to the air compressor room located at frame 1-69-1.
- 3.2.11.7 The contractor shall cut the entire Ram Tensioner foundation near the deck. The contractor shall also cut and remove the air pressure gauge panel.
- 3.2.11.8 The contractor shall rig and remove the Ram Tensioner to scrap. The weight of the Ram Tensioner is approximately 14,700 pounds.
- 3.2.12 Removal of UNREP Station 10 fairleader (Frame 45 STBD)
- 3.2.12.1 The contractor shall cut the entire Fairleader near the deck.
- 3.2.12.2 The contractor shall rig and remove the Fairleader to scrap. The weight of the Fairleader is approximately 4000 lbs.
- 3.2.13 Removal of Highline Winch from UNREP Station 10 (Frame 43 Port)
- 3.2.13.1 The contractor shall tag-out UNREP station 10 Highline winch main and replenishment pump motor controllers and main circuit breaker in the "OFF" position. The Highline winch motor controllers and breakers are located in aft electrical distribution room 1-36-2. At this point, the contractor shall verify this condition with the vessel's electrician.
- 3.2.13.2 The contractor shall remove all fuses from the Highline winch main and replenishment pump motor controllers.
- 3.2.13.3 The contractor shall remove all power cables from the Highline winch junction boxes back to the winch motor controllers located in the aft electrical distribution room 1-36-2. The contractor shall reband all disturbed cableways in accordance with IEEE 45 and USCG regulations. The contractor shall grind smooth all hanger removals leaving no remnants.
- 3.2.13.4 The contractor shall disconnect and remove local/manual cable from operator at the top of the Highline winch. Prior to lifting the hydraulic transmissions the contractor shall disconnect the hydraulic transmission shaft couplings. Disconnect the local/manual cable from operator at the top of the NST-D. Disconnect and plug the hydraulic brake line. Unbolt transmission from the foundation. Rig and remove the transmission from foundation using only the four built-in lifting eyes on the transmission sump. Weight of transmission is approximately 3,700 pounds. Care must be taken to ensure lifting slings are not pulled against and damage transmission components. Rig the transmission ashore for shipment by others.
- 3.2.13.5 The contractor shall cut entire Highline Winch foundation near the deck.
- 3.2.13.6 The contractor shall rig and remove the Highline winch to scrap using only the four built-in lifting eyes on the winch frame. Weight of winch plus transmission is approximately 30,000 pounds.
- 3.2.14 Removal of UNREP Station 10 Sliding Block (Frame 49 STBD)
- 3.2.14.1 The contractor shall turn sliding block 10 motor controller and circuit breaker to off position and tag controller and breaker "Out of Service". At this point, the contractor shall verify this condition with the vessel's electrician.
- 3.2.14.2 The contractor shall provide adequate support for the sliding block/transfer head assembly to permit disconnecting of hoist chains from sliding block. CAUTION: The contractor shall secure chains prior to disconnecting turnbuckles. Additional guidance for disassembly of components is in NAVSEA Technical Manual, 0920-LP-087-5010, Sliding Block and Outrigger.
- 3.2.14.3 The contractor shall remove sliding block hoist chain guards.
- 3.2.14.4 The contractor shall place Sliding block on suitable support to facilitate chain disconnect.

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3.2.14.5 The contractor shall slack adjusting nuts on eyebolts and rig, disconnect and remove hoist chains. Weight is approximately 1,500 lbs each.

3.2.14.6 The contractor shall detach eyebolts and equalizer yokes from sliding block retaining all hardware.

3.2.14.7 The contractor shall remove and discard/scrap sliding block chains.

3.2.14.8 The contractor shall remove lower guide rail sections to provide access to extract the sliding block and outrigger assembly. Weight is approximately 500 lbs each.

3.2.14.9 The contractor shall rig/remove the sliding block outrigger assemblies to dock for transport. Weight is approximately 3,500 lbs each.

3.2.14.10 Following the removal of the sliding block and outrigger assemblies from the kingpost, the contractor shall disconnect the threaded flexible coupling and floating shaft from the high speed pinion shaft on the motor side of the speed reducer.

3.2.14.11 The contractor shall disconnect the jackshaft from the high speed pinion and reducer shaft on the geared limit switch side of the gear reducer.

3.2.14.12 The contractor shall rig/remove speed reducer from foundation to scrap. The weight is approximately 3000 lbs each.

3.2.15 Removal of Blocks from Top of Kingposts (Frame 49)

3.2.15.1 There are five white lifting blocks near the top of the kingposts of the aft section. The contractor shall remove all five to scrap.

3.2.16 Removal of Large Foundations from UNREP Stations 9 & 10 equipment (Frames 42-53)

3.2.16.1 There are 4 large foundations (approx 12 ft x 8 ft) located on the deck in this area. The contractor shall remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included aft station diagram shows the approximate locations of these large foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.17 Removal of Small Foundations from UNREP Stations 9 & 10 equipment (Frames 42-53)

3.2.17.1 There are 6 smaller foundations (approx 3 ft x 3 ft) located on the deck in this area. Remove to scrap all foundations by cutting and grinding flush to the deck. Foundations to be ground flush will be marked clearly with red paint by the ship's representative. The included aft station diagram shows approximate locations of these small foundations. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.18 Removal of other Deck Protrusions from UNREP Stations 9 & 10 (Frames 42-53)

3.2.18.1 There are approx 20 small deck protrusions (tie downs, etc.) in this area near the foundations. They are approx 2 inches x 1 inch on average. The contractor shall remove by cutting and grinding flush to the deck. Protrusions to be ground flush will be marked clearly with red paint by the ship's representative. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines.

3.2.19 Repair and Waterproofing of Deck Penetrations in UNREP Stations 9 & 10 (Frames 42-53)

3.2.19.1 There are approx 50 small (1 in diameter) and 10 large (5 in diameter) deck penetrations near the foundations. Deck penetrations to be inserted will be marked clearly by blue paint by the ship's representative. The contractor shall insert and weld all deck penetrations in accordance with ABS and USCG Rules and regulations on minimum deck insert sizing. All deck protrusions and penetrations will have bare metal exposed. The contractor shall prepare all bare metal areas with marine epoxy primer in accordance with the latest MARAD Coating Guidelines. Upon the completion of the deck inserts, the contractor shall schedule a regulatory inspection with ABS.

4. Notes:

GFI:

4.1 Both OSHA standards and NFPA 312, Standard for Fire Protection of Vessels during Construction, Repair, and Layup, apply to hotwork. The ship's fire fighting equipment will not be available for the contractor's use during this contract.

4.2 There is oil in the transmissions of the winches. There is approximately 45 gallons of MIL-H-17672 per transmission. The contractor shall remove all oil from the winches prior to lifting. Oil shall be disposed of shore side in accordance with all local, state and federal laws and ordinances. The oil in the ram tensioners is hazardous Mil-H-19457.

4.3 All items not scheduled for reuse shall be removed to scrap. The MARAD Surveyor shall direct the contractor as to the disposition of the removed equipment that has been marked for reuse. The transport of the marked equipment will be dealt with under a separate contract.

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- 4.4 The ship's cranes will not be available for contractor use during this contract.
- 4.5 Ships force or the MARAD surveyor will mark or identify the firemain flanges where fireplugs near the winch rooms are to be removed to.
- 4.6 The small MARAD container on aft station is not to be removed from the vessel. Container tie downs in aft unrep area are not to be disturbed during this contract.

Work Item Number: 003

Title: Remove HP air receivers.

1.0 Abstract: Remove 20 HP air receivers from the vessel.

2.0 References: None

3.0 Item Location/Description: 4 each receivers frame 1-162-2
4 each receivers frame 1-104-0 port and starboard sides
8 each receivers frame 1-67-0

4.0 Owner Furnished Equipment/Material: None

5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to remove the twenty HP air receivers from the vessel to scrap.

5.1 The contractor shall remove all receiver foundations, racks, hangers, coamings and charging manifolds to scrap. The contractor shall grind smooth all removals leaving no remnants. The contractor shall coat all ground and disturbed surfaces with a good quality marine primer.

5.2 The contractor shall remove to scrap all the piping, hangers and valves servicing the twenty receivers. The contractor shall grind smooth all removals leaving no remnants. The contractor shall coat all ground and disturbed surfaces with a good quality marine primer.

5.3 The contractor shall replace with new any and all lagging and insulation removed or disturbed by this work item. The new insulation shall be of the same thickness and type of that removed.

6.0 Deliverables:

7.0 Notes: The inserting of the deck and bulkheads in way of the removals shall be considered under work items 001 and 002.

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Work Item Number: 004

Title: Overhaul Number 4 SSDG

1.0 Abstract: Perform 30,000 hour overhaul on number 4 SSDG.

2.0 References: Caterpillar repair and maintenance manual
Caterpillar service bulletins

3.0 Item Location/Description: engine room lower level starboard side
Caterpillar Model 3512 Serial Number 67Z00869

4.0 Owner Furnished Equipment/Material: None

5.0 Statement of Work required: The contractor shall provide the services of a Caterpillar factory authorized repair facility all necessary labor, equipment and material to disassemble the number four Caterpillar diesel engine as necessary to accomplish the OEM recommended 30,000 hour overhaul. The overhaul shall include, but not be limited to, thoroughly cleaning and inspecting crankshaft journals, camshaft lobes, cylinder liners, pistons and connecting rods using Caterpillar reusability guidelines and specifications.

5.1 The contractor shall, as a minimum, complete the following work as part of the engine overhaul. Replace all main bearings and thrust bearings.

5.2 Hone liners with a flex hone and measure to ensure all liners measured are within specifications.

5.3 Install new piston rings and connecting rod bearings.

5.4 Install Caterpillar remanufactured fuel injectors, turbo cartridges, jacket water pump and cylinder heads with non adjustable, dowel less floating bridges. The contractor shall provide and install a complete engine set of new cylinder head bolts for reassembly. The existing head bolts are not to be used and shall be turned over to the ship's engineer upon removal.

5.5 Install new water temperature regulators.

5.6 Inspect all lifters and push rods.

5.7 Inspect and replace fuel control linkages as necessary that show signs of thread fatigue.

5.8 Inspect and reseal the oil and fuel transfer pumps.

5.9 Replace all gaskets and seals associated with the removal, inspection and installation of components.

5.10 Reassemble engine to Caterpillar specifications.

5.11 Operationally test the engine to ensure correct operation. Test operation of the engine protection system. Test the low oil pressure / high water temperature circuit and the overspeed circuit for correct operation in the presence of Chief Engineer.

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6.0 Deliverables: The contractor shall deliver to the Marad Surveyor and the ship's engineer electronic copies of all service reports.

7.0 Notes: The ship's crew will remove the oil from the engine sump upon the start of the overhaul and will replace it with new upon completion. The ship's crew will fill and treat the fresh water system servicing the engine upon completion of the overhaul.

7.1 The contractor shall provide freight transportation for all components that must be returned to Caterpillar as cores. The return core charge credit for components returned shall be considered in the contractor's bid. Cost of core components found not suitable for rebuild (using Caterpillar specifications) shall be the subject of a delivery order.

Work Item Number: 005

Title: Replace the mechanical seal on the sludge pump.

1.0 Abstract: Replace with new the mechanical seal on the sludge pump.

2.0 References: Megator pump technical manual

3.0 Item Location/Description: JP5 pump room adjacent to shaft alley
Megator Corporation Model A200

4.0 Owner Furnished Equipment/Material: None

5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to remove and replace with new the pump shaft mechanical seal servicing the vessel's sludge pump.

5.1 The contractor shall remove the existing pump mechanical seal and replace with a new Chesterton mechanical seal sized to fit this model pump. The removed seal shall be sent ashore to an authorized Chesterton repair facility for refurbishment and rebuild back to like new condition. The rebuilt seal is to be turned over to the ship's engineer upon completion of repair.

5.2 The contractor shall reassemble the pump utilizing new gaskets and fasteners as necessary.

5.3 The contractor shall realign the pump to the motor using new stainless steel precut shims, dowel pins and fasteners. The contractor shall prove the alignment to the vessel's engineer. Alignment shall be proven in two positions parallel and angular.

5.4 The contractor shall prove the repair during an operational test with zero leakage allowed.

6.0 Deliverables: Provide the ship's engineer the rebuilt mechanical seal to be used as an onboard spare.

7.0 Notes: None

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Work Item Number: 006

Title: Repair #3 Auxiliary Salt Water Pump

1.0 Abstract: Replace the seal on the #3 salt water pump

2.0 References: Hamworthy technical manual

3.0 Item Location/Description: Engine Room lower level forward

4.0 Owner Furnished Equipment/Material: None

5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to replace the shaft seal on the number three auxiliary salt water pump.

5.1 The contractor shall disassemble the salt water pump as necessary to remove and replace the pump shaft mechanical seal and water bearing with new.

5.2 The contractor shall provide and install a new pump shaft water bearing using the existing for a sample.

5.3 The contractor shall provide and install a new Chesterton mechanical seal sized to fit the pump being repaired. The existing mechanical seal shall be sent ashore to an authorized Chesterton repair facility for refurbishment and rebuild back to like new condition. The rebuilt seal is to be turned over to the ship's engineer when complete.

5.4 The contractor shall reassemble the pump utilizing new gaskets and fasteners as necessary.

5.5 The contractor shall realign the pump to the motor using new stainless steel precut shims, dowel pins and fasteners. The contractor shall prove the alignment to the vessel's engineer. Alignment shall be proven in two positions parallel and angular.

5.6 The contractor shall prove the repair during an operational test with zero leakage allowed.

6.0 Deliverables: Provide the ship's engineer the rebuilt mechanical seal to be used as an onboard spare.

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7.0 Notes: None additional.

Work Item Number: 007

Title: Install Main Engine Jacket Water Heaters

1.0 Abstract: Install two jacket water heaters to service the main engine.

2.0 References: ABS rules, USCG regulations, IEEE standards

3.0 Item Location/Description: Lower level of the engine room aft portside.

4.0 Owner Furnished Equipment/Material:

Two each electrical water heaters.

Two each electrical control panels.

Two each water circulating pumps.

Two each pump controllers

Heaters manufactured by Indeeco (Industrial Engineering and Equipment Co. 480v, 3phase, ID F89, Catalog # 355N036U1B7

5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to install the GFM jacket water heater system to service the main engine.

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5.1 The contractor shall provide all piping, valves, electrical cable, foundations necessary to install the heater system and make operational.

5.2 The ship's engineer will designate the source of electrical power and the tap in points for the system suction and discharge piping. The contractor shall provide approximately 200 feet of armor jacketed cabling sized for the ampacity of the heaters. The contractor shall provide approximately 150 feet of schedule 80 1 1/2 inch pipe along with necessary fittings and valves.

5.3 The contractor shall provide necessary foundations and hold backs to secure the heaters and electrical panels in place. The electrical panels shall be labeled with source of power and have laminated schematics of the panel wiring mounted inside each panel door.

5.4 The contractor shall use existing wire ways and trays to run the new electrical cable. New cable shall be secured and banded with stainless steel bands in accordance with the above rules and regulations.

5.5 The contractor shall install hangers on all new piping as necessary to ensure against vibration of the piping while the ship is underway.

5.6 The contractor shall provide and install cut out valves at the main engine jacket water headers to allow the system to be secured while the main engine is in operation.

5.7 All new foundations, steel plate, pipe and hangers shall be grit blasted and primed with epoxy marine prior to installation onboard the vessel.

5.8 The system shall be proven leak free and operational to the ship's engineer.

6.0 Deliverables:

7.0 Notes: The contractor shall take delivery of all GFM from the ship's engineer. The location of the heater installation will be on the engine room lower level aft bulkhead portside.

Work Item Number: 008

Title: Insert Aft Peak Tank Top

1.0 Abstract: Insert the aft peak tank top under the MSD unit.

2.0 References: ABS rules, USCG regulations, Marad coating guidelines.
National Marine Services Gauging Report dated 1 April 2006

3.0 Item Location/Description: Steering gear flat and the aft peak tank.

4.0 Owner Furnished Equipment/Material: None

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5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to clean and gas free the aft peak tank and steering gear flat Safe for Men and Safe for Hot Work.

5.1 The contractor shall remove the holed and wasted plate near and under the after MSD which is the tank top of the aft peak tank. The insert area shall be cut and prepped in accordance with ABS rules and USCG regulations. Prior to cutting any existing plate the contractor and the Marad surveyor shall agree on areas and square footage to be renewed.

5.2 the contractor shall insert the removed areas using 5/16 inch ABS grade steel plate. The contractor shall allow for 25 square feet of plate to be replaced. Welding of the insert shall be in accordance with ABS and USCG regulations.

5.3 All new plate shall be grit blasted and epoxy primed in accordance with the Marad coating guidelines prior to installation.

5.4 The contractor shall air test the aft peak tank to a pressure of 2 psi to prove repairs leak free. Upon completion of the air test the contractor shall remove all blanks, plugs, test valves etc and restore all systems back to operational. The air test shall be witnessed by the ship's engineer and the Marad surveyor.

5.5 The contractor shall reinstall all interferences removed to accomplish this work item using new gaskets and fasteners.

5.6 The contractor shall install a new manhole gasket and fasteners suitable for salt water ballast use when closing the aft peak tank for the final time. The ship's engineer will be notified prior to closing of the tank so an in tank inspection may be made prior to closing.

6.0 Deliverables: ABS steel plate certifications along with the contractor welder certifications. Test report of the air test for ABS submission.

7.0 Notes:

Work Item Number: 009

Title: Replace Machine Shop A/C Unit

1.0 Abstract: Replace the machine shop a/c unit with new.

2.0 References: None

3.0 Item Location/Description: Engine room machine shop

4.0 Owner Furnished Equipment/Material: None

5.0 Statement of Work required: Contractor to provide all necessary labor, equipment and material to remove and replace the machine shop air conditioning unit with a new unit equal to or better than existing.

5.1 The contractor shall remove the existing unit from the machine shop to scrap.

5.2 The contractor shall replace the removed unit with a commercially available self contained unit equal size and capacity. The existing compressor is a standard U.S. Navy compressor model SCAC 7.5; BTU 90000; Navy serial number 86-9203-0003-0767; Navy stock number 3H-4120-01-261-6693; 440 volts.

5.3 The contractor shall modify all foundations, brackets, electrical service, vent ducting and piping necessary to accept the new unit.

5.4 The contractor shall prove the system operational to the vessel's engineer.

6.0 Deliverables: Three copies of the unit's operation and maintenance manuals. Deliver copies of manuals to the ship's engineer.

7.0 Notes: None

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SECTION E -- INSPECTION AND ACCEPTANCE

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

AUGUST
2005

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

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST
2005

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.) (10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

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(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$10,000.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-10 SUPPLEMENTAL GROWTH REQUIREMENTS

AUGUST
2005

The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.

H.2 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

AUGUST
2005

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

H.3 MCL.H-12 MARITIME LIENS, NO AUTHORITY TO INCUR

AUGUST
2005

- (a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.
- (b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.
- (c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.
- (d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

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(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessities to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

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

H.4 MCL.H-13 SUPERVISION

**AUGUST
2005**

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

H.5 MCL.H-3 INDEMNITY AND INSURANCE

**AUGUST
2005**

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

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The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.6 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

AUGUST
2005

(a) INDEMNITY

- (1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.
- (2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.
- (3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.
- (4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

- (1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.
- (2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.
- (3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.
- (4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

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

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

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

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

H.7 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS AUGUST
 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND 2005
 PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

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

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

Maritime Administration,
Office of Management Services, MAR-310
400 Seventh Street, SW., Room 7225
Washington, D.C. 20590
ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

- 1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
 - Part 50, National Primary and Secondary Ambient Air Quality Standards
 - Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
 - Part 82, Protection of Stratospheric Ozone
 - Part 110, Discharge of Oil
 - Part 112, Oil Pollution Prevention
 - Part 117, Determination of Reportable Quantities for Hazardous Substances
 - Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
 - Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
 - Part 261, Identification and Listing of Hazardous Waste

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Part 262, Standards Applicable to Generators of Hazardous Waste
Part 279, Standards for the Management of Used Oil
Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
Part 302, Designation, Reportable Quantities, and Notification
Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,
Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
Part 1910, Occupational Safety and Health Standards
Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction

4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
Subchapter C, Hazardous Materials Regulations

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.

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E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.

F. Training certification for the environmental compliance manager and respective employees.

G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

http://acquisition.gov/far/current/html/FAR_FOCP52.html

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.216-24	Limitation of Government Liability	April 1984
52.216-25	Contract Definitization	October 1997
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-41	Service Contract Act of 1965	November 2007
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.232-01	Payments	April 1984
52.233-03	Protest after Award	August 1996
52.243-01 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	April 1984
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

I.2 1252.217-80 DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR SHIP REPAIRING OCTOBER 1994

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with--

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

I.3 1252.223-71 ACCIDENT AND FIRE REPORTING MAY 2005

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

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(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

I.6 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MARCH
2007

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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(i) 52.219-08, 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(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

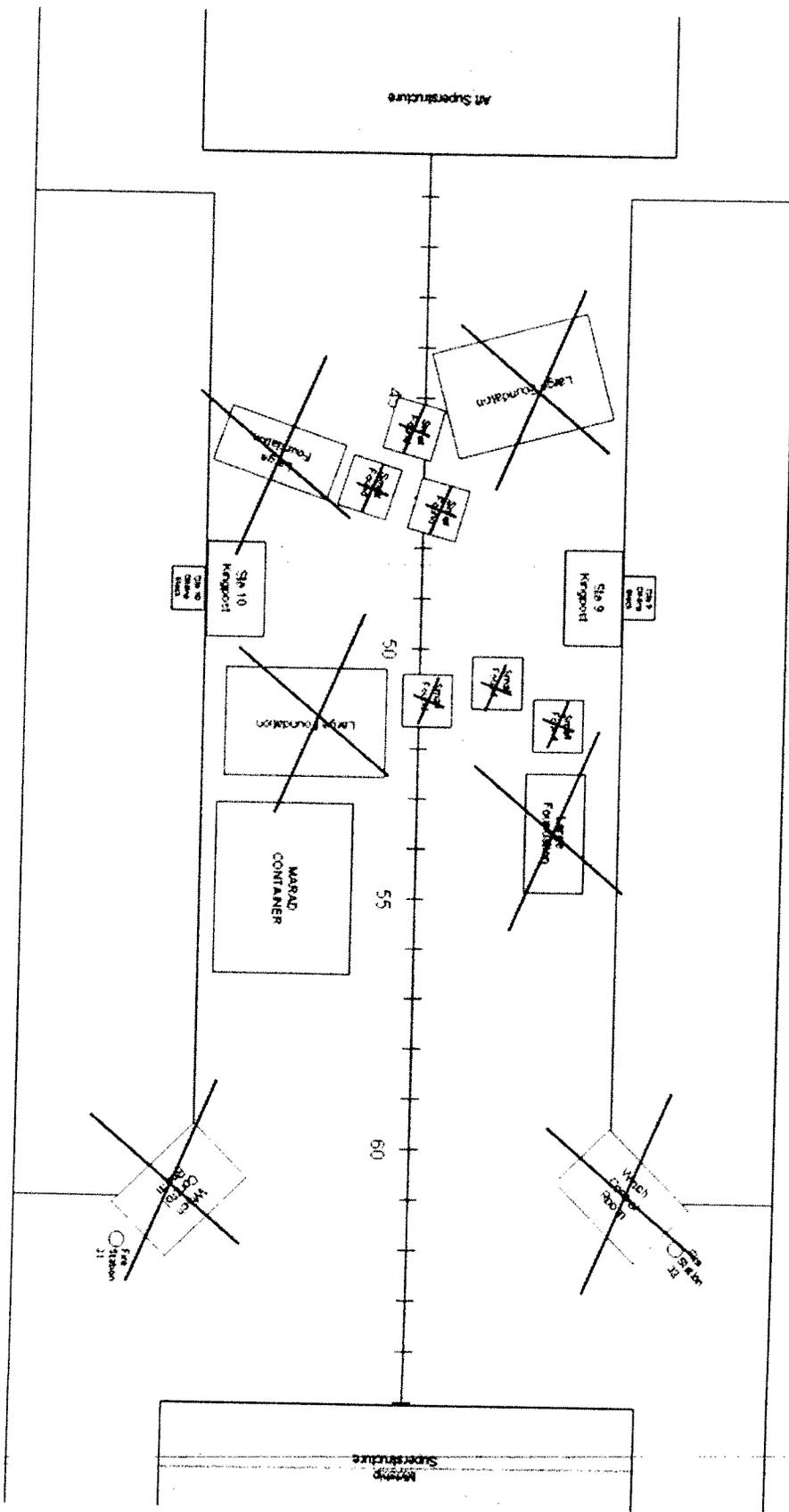
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

U.S.T.S. TEXAS CLIPPER (ex. Sirius)

2008 Repair Item



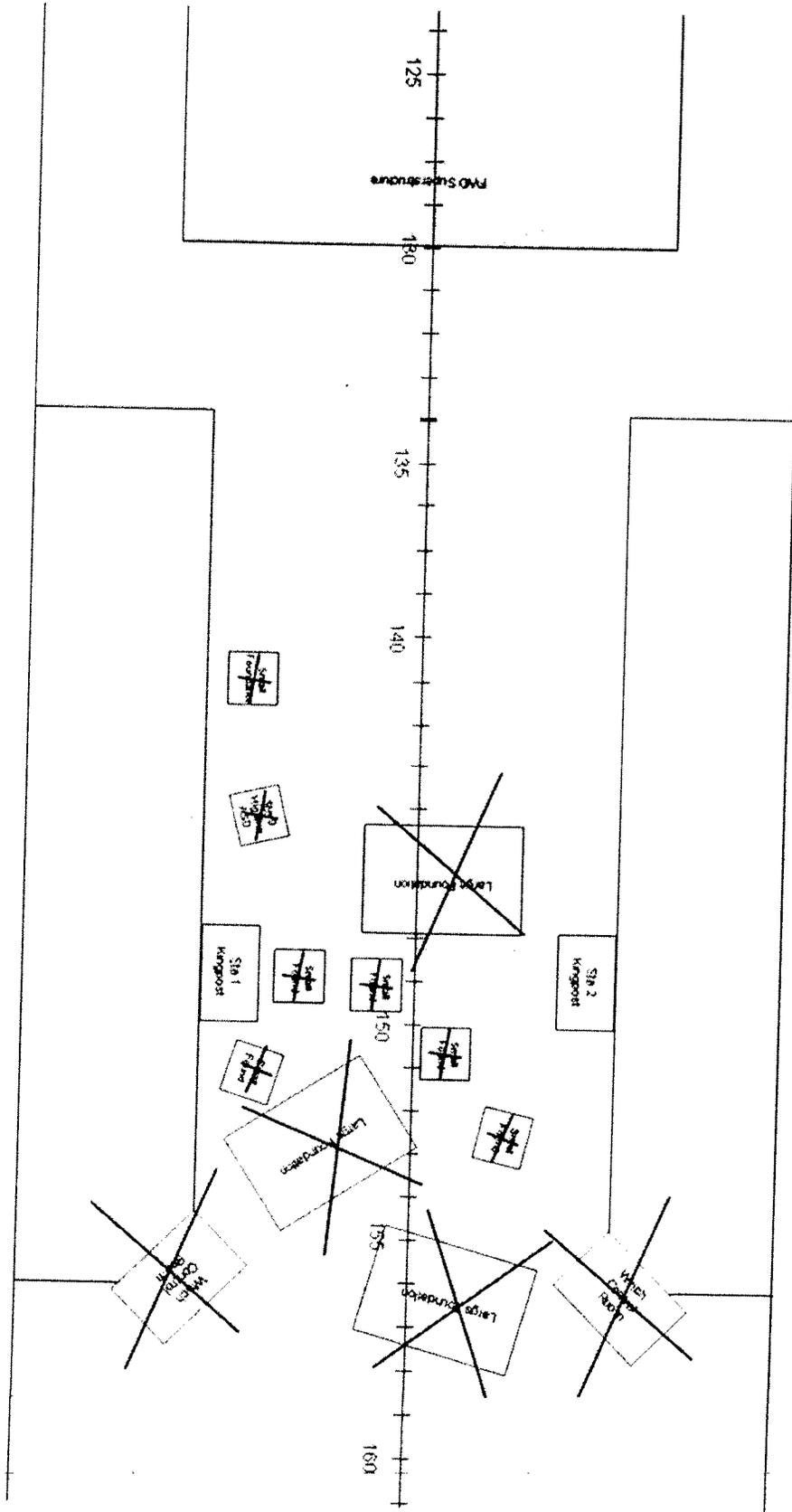
AFT GRIND FLUSH DIAGRAM

USTS TEXAS CLIPPER

Spec XXX-002

U.S.T.S. TEXAS CLIPPER (ex. Sirius)

2008 Repair Item



FWD UNREP GRIND FLUSH DIAGRAM

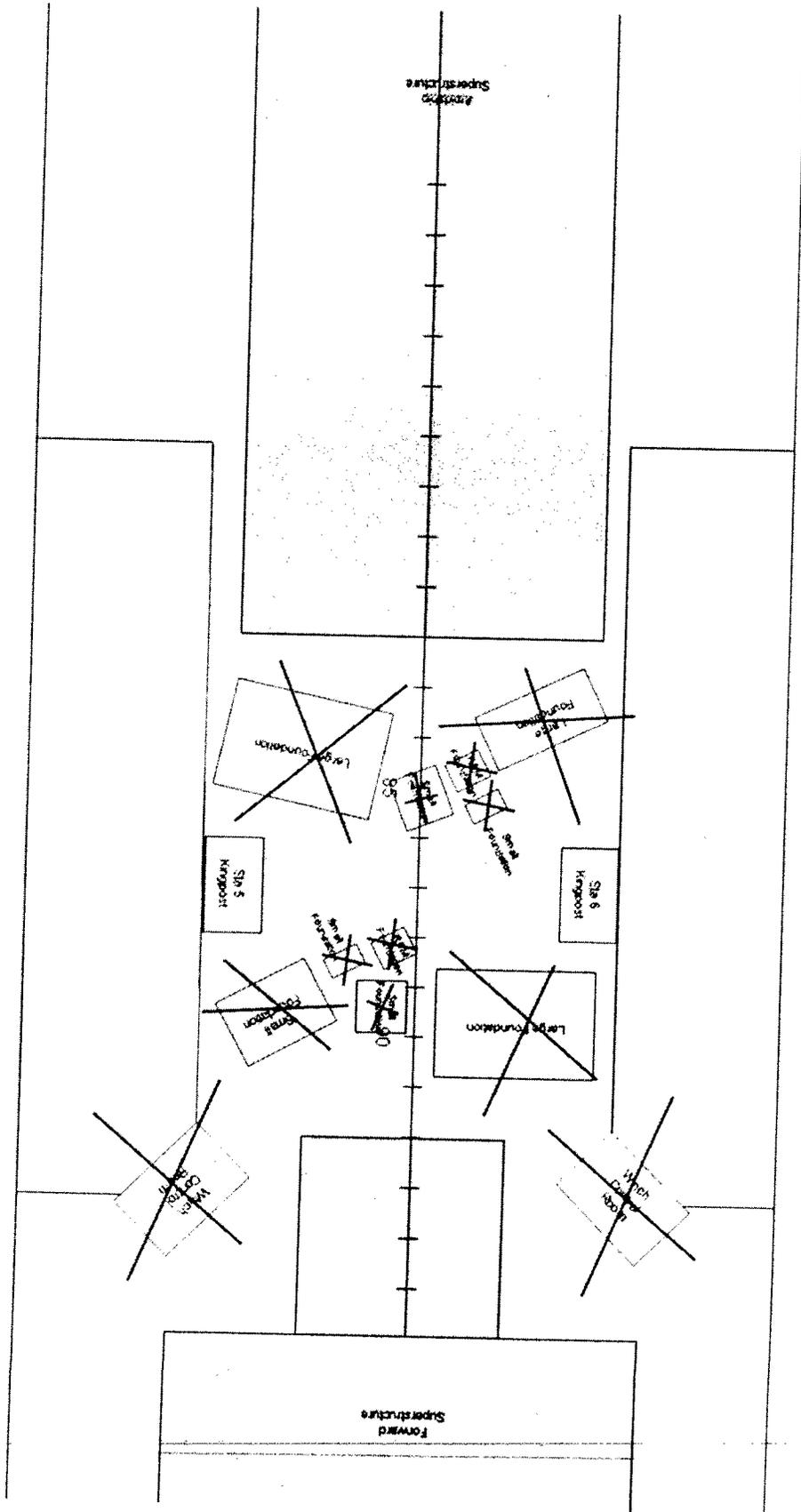
USTS TEXAS CLIPPER

Spec XXX-001

U.S.T.S. TEXAS CLIPPER (ex. Sirius)

2008 Repair Item

AMIDSHIPS UNREP GRIND FLUSH DIAGRAM
USTS TEXAS CLIPPER
Spec XXX-001



3/27/2008