

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

1. REQUISITION NUMBER  
 PAGE 1 OF 52

2. CONTRACT NO. DTMA2C08001  
 3. AWARD/EFFECTIVE DATE 11/01/2007  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

**7. FOR SOLICITATION INFORMATION CALL:**  
 a. NAME  
 b. TELEPHONE NUMBER (No collect calls)  
 8. OFFER DUE DATE/ 03/26/2007  
 LOCAL TIME 2:30 pm

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

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 0.00% FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 336611  
 SIZE STANDARD: Over 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING

12. DISCOUNT TERMS  
 10 days %  
 20 days %  
 30 days %  
 days %

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
 CODE  
 T.S. ENTERPRISE  
 c/o Massachusetts Maritime Academy 101 Academy Drive  
 Buzzards Bay, MA 02532  
 Attn: J. Taddia

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

17a. CONTRACTOR/OFFEROR  
 CODE \* FACILITY CODE  
 LIGHTSHIP GROUP, LLC, THE  
 PO BOX 1470,606 TEN ROD ROAD, UNIT 6  
 WICKFORD, RI 02852-4222  
 TELEPHONE NO.(401) 294-3341 ext.

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

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA  
 2008 - - X1750 - 120 - SM - P107 - 0 - 0000 - 710000 - - - - 25711 - 6100 - 6600 -

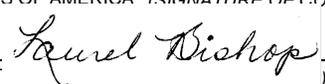
26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$ 682,067.00

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ proposal \_\_\_\_\_ OFFER  
 DATED 10/19/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: all

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


30b. NAME AND TITLE OF SIGNER (Type or print)  
 30c. DATE SIGNED  
 31b. NAME OF CON  
 Laurel Bishop  
 31c. DATE SIGNED  
 11/01/2007

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
--	-----------	---

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

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 3 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	SERVICES  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$55,486.000	\$ 55,486.00
0002	PRESSURE RELIEF VALVES  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$13,069.000	\$ 13,069.00
0003	INSPECTION/CERTIF FIRE EXTINGUISHES, CO-2 SYSTEM  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$9,882.000	\$ 9,882.00
0004	SPRINKLER SYSTEM TEST AND CERTIFICATION  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$11,733.000	\$ 11,733.00
0005	SERVICE SELF-CONTAINED BREATHING UNITS  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$4,302.000	\$ 4,302.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 4 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SERVICE MXL FIRE DETECTION SYSTEM  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$11,682.000	\$ 11,682.00
0007	LIFERAFT SERVICING  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$38,716.000	\$ 38,716.00
0008	STANDBY LUBE OIL SERVICE PUMP  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$6,054.000	\$ 6,054.00
0009	NIREX EVAPORATOR SHELL REPAIR  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$3,377.000	\$ 3,377.00
0010	ICE MACHINE  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$17,967.000	\$ 17,967.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 5 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	SERVING COUNTER  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$5,034.000	\$ 5,034.00
0012	FIRE STATION AT #1 HATCH PORT SIDE  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$4,423.000	\$ 4,423.00
0013	FIRE STATION 33 - FORECASTLE DECK FWD/STBD  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$4,253.000	\$ 4,253.00
0014	PORT RPM INDICATOR REPEATER  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$6,474.000	\$ 6,474.00
0015	SAFETY RADIO CERTIFICATION  (11/01/2007 to 12/22/2007)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$18,564.000	\$ 18,564.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 6 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	WEIGHT TEST LIFEBOATS, LIFESAVING EQUIPMENT	(11/01/2007 to 12/22/2007)	1.00	JOB	\$84,849.000	\$ 84,849.00
	(See Attachment J-1, Statement of Work)					
0017	AFT HUYDRAULIC STORES CRANE	(11/01/2007 to 12/22/2007)	1.00	JOB	\$2,855.000	\$ 2,855.00
	(See Attachment J-1, Statement of Work)					
0018	INSULATION ENCAPSULATION	(11/01/2007 to 12/22/2007)	1.00	JOB	\$10,000.000	\$ 10,000.00
	(See Attachment J-1, Statement of Work)					
0019	SKY PIPE FOR AMR RELIEF VALVES	(11/01/2007 to 12/22/2007)	1.00	JOB	\$97,086.000	\$ 97,086.00
	(See Attachment J-1, Statement of Work)					
0020	SUPPLEMENTAL LABOR	(11/01/2007 to 12/22/2007)	750.00	MH	\$82.000	\$ 61,500.00

The supplemental Labor Rate offered shall be a yardwide composite labor rate and include all management, supervision, overhead, G & A, handling charges, freight, profit, contractor and sub-contractor burden, overtime, quality assurance, delay and disruption, bonding, insurance, etc. 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 contract line items. Under this CLIN, the government may order up to the indicated quantity of man-hours to be performed by the Contractor at the contract yardwide composite rate for supplemental labor. Authorization to proceed with supplemental labor work will be issued in writing on individual Delivery Orders at the option of the U.S. Maritime Administration.

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 7 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	SUPPLEMENTAL MATERIAL	(11/01/2007 to 12/22/2007)	1.00	NTE	\$50,000.000	\$ 50,000.00
	THIS IS A NOT TO EXCEED AMOUNT					
	The allowance for supplemental material is for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in supplemental growth work. All work under this CLIN must be specifically authorized in writing by the COTR or Contracting Officer.					
0022	STEAM WHISTLE (OPTIONAL)	(11/01/2007 to 12/22/2007)	1.00	JOB	\$29,534.000	\$ 29,534.00
	(See Attachment J-1, Statement of Work)					
0023	MAIN GALLEY GAYLORD HOOD (OPTIONAL)	(11/01/2007 to 12/22/2007)	1.00	JOB	\$ .000	\$ 0.00
	DELETED					
0024	WEATHER DECK STEEL REPAIRS (OPTIONAL)	(11/01/2007 to 12/22/2007)	1.00	JOB	\$19,730.000	\$ 19,730.00
	(See Attachment J-1, Statement of Work)					
0025	FORCED DRAFT FAN MOTOR (OPTIONAL)	(11/01/2007 to 12/22/2007)	1.00	JOB	\$15,715.000	\$ 15,715.00
	(See Attachment J-1, Statement of Work)					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 8 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0026	GREY WATER GALLEY DRAINS (OPTIONAL)	(11/01/2007 to 12/22/2007)	0.00	JOB	\$ .000	\$ 0.00
	DELETED					
0027	REPLACE DRAIN VALVES (OPTIONAL)		0.00		\$ .000	\$ 0.00
	DELETED					
0028	AMR CONTROL ROOM BULKHEAD (OPTIONAL)		1.00	JOB	\$4,693.000	\$ 4,693.00
	(See Attachment J-1, Statement of Work)					
0029	AFT MSD MACERATOR (OPTIONAL)		1.00	JOB	\$8,183.000	\$ 8,183.00
	(See Attachment J-1, Statement of Work)					
0030	NIREX EVAPORATOR REPAIRS (OPTIONAL)		1.00	JOB	\$9,561.000	\$ 9,561.00
	(See Attachment J-1, Statement of Work)					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 9 of 52
--------------------------	---------------------------------------	--	------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0031	BOILER AUTOMATION TECHNICIAN (OPTIONAL)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$15,000.000	\$ 15,000.00
0032	A/C FAN MOTOR (OPTIONAL)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$6,410.000	\$ 6,410.00
0033	BAKERY DECK RENEWAL  (See Attachment J-1, Statement of Work)		1.00	JOB	\$22,582.000	\$ 22,582.00
0034	MAIN DECK PASSAGEWAY DOORS (OPTIONAL)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$14,127.000	\$ 14,127.00
0035	SPERRY TECH REP (OPTIONAL)  (See Attachment J-1, Statement of Work)		1.00	JOB	\$10,000.000	\$ 10,000.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C08001	<b>Title</b> Enterprise FY08 Pre-Cruise	<b>Page</b> 10 of 52
--------------------------	---------------------------------------	--	-------------------------

**Total Funding:** \$682,067.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0036	MAIN FEED PUMP STEAM VALVE (OPTIONAL)		1.00	JOB	\$6,500.000	\$ 6,500.00
	(See Attachment J-1, Statement of Work)					
0037	SSDG START AIR REGULATOR (OPTIONAL)		1.00	JOB	\$2,726.000	\$ 2,726.00
	(See Attachment J-1, Statement of Work)					
					<b>Total Cost:</b>	\$682,067.00

<b>Contract Level Funding Summary</b>	<b>Document Number</b>	<b>Title</b>	<b>Page</b>
2008 - - X1750 - 120 - SM - P107 - 0 - 0000 - 710000 - - - - 25711 - 6100 - 6600 - \$682,067.00	DTMA2C08001	Enterprise FY08 Pre-Cruise	11 of 52

**Total Funding: \$682,067.00**

**Address Detail****Title**  
Enterprise FY08 Pre-Cruise**Document Number**  
DTMA2C08001**Page**  
12 of 52**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> T.S. ENTERPRISE <b>Addr:</b> c/o Massachusetts Maritime Academy 101 Academy  Buzzards Bay MA 02532 <b>Attn:</b> J. Taddia <b>Phone:</b> ( ) - ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

Code	Detail	Code	Detail
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Justin Breeden, Accounting Technician <b>Phone:</b> (405) 954-2223 ext. <b>Fax:</b> ( ) - ext.	0002	<b>Org:</b> DOT/Maritime Administration, South Atlantic Regio <b>Addr:</b> 7737 Hampton Blvd., Bldg. 4D, Room 211  Norfolk VA 23505 <b>Attn:</b> Jennifer Phillips, Funds Control Officer <b>Phone:</b> (757) 441-3716 ext. <b>Fax:</b> (757) 441-6080 ext.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 13 of 52
--	------------------------------------	---	---------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	14
1 WAGE DETERMINATION # 200522595	14
2 SPECIFICATION	16
3 Instructions to Offerors--Commercial Items	26
4 Offeror Representations and Certifications - Commercial Items - Alternate III	29
5 Contract Terms and Conditions--Commercial Items	30
6 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	32
7 INVOICE SUBMISSION - MARAD/SAR	36
8 Time of Delivery	36
9 Liquidated Damages--Supplies, Services, or Research and Development	37
10 Performance	37
11 Small Business Concern Representation For The Small Business Competitiveness Demonstration Program	38
12 Subcontracts	38
13 SUPPLEMENTAL WORK REQUESTS	39
14 INDEMNITY AND INSURANCE	40
15 INDEMNITY AND INSURANCE (ADDITIONAL)	41
16 Service Of Protest	42
17 AGENCY PROTESTS	43
18 Contracting Officer's Technical Representative	43
19 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	44
20 MARITIME LIENS, NO AUTHORITY TO INCUR	44
21 SUPERVISION	45
22 Guarantee	45
23 Accident and Fire Reporting	46
24 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	46
25 TAR 1252.217-73 INSPECTION AND MANNER OF DOING WORK	49
26 Type of Contract	50
27 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS	51
28 Title	51
SECTION I -- Contract Clauses	52
I.1 Fair Labor Standards Act and Service Contract Act - Price Adjustment	52

COMMERCIAL CLAUSES

1 WAGE DETERMINATION # 200522595

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.: 2005-2259 William W. Gross Division of |  
 Revision No.: 5 Director Wage Determinations | Date Of Last Revision:  
 07/05/2007 | This wage determination

applies to the following counties in MASSACHUSETTS: BARNSTABLE, BRISTOL, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the cities and towns listed below: BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton Town, Raynham, Reheoboth Town, and Seekonk. NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town, Canton Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town, Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham Town, Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town, Walpole Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town. PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham Town, Hull Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town, Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

Required Follow the Occupational Listing**	OCCUPATION CODE - TITLE	MINIMUM WAGE	**Fringe Benefits
RATE01000 - Administrative Support And -			
23160	Electrician, Maintenance	32.18	
23290	Fire Alarm System Mechanic	23.72	
23370	General Maintenance Worker	21.51	
23470	Laborer	14.10	
23790	Pipefitter, Maintenance	26.26	
23890	Rigger	23.72	
23890	Sheet Metal worker, Maintenance	24.84	
23960	Welder, Combination, Maintenance	23.48	

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) 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 regrading and cleaning of artillery ranges.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 15 of 52
--	------------------------------------	---	---------------

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**

**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. 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(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 16 of 52
--	------------------------------------	---	---------------

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.

## 2 SPECIFICATION

### **ENTERPRISE FY 08 PRE-CRUISE REPAIR SPECIFICATION DTMA2C08001**

#### GENERAL REQUIREMENTS

- 001 GENERAL SERVICES SECTION
- 002 PRESSURE VESSELS AND RELIEF VALVES, USCG EXAMINATION
- 003 INSPECT/CERT OF FIRE EXTINGUISHERS AND CO2 SYSTEM
- 004 SPRINKLER SYSTEM TEST AND CERTIFICATION
- 005 SERVICE SELF CONTAINED BREATHING APPARATUS UNITS
- 006 SERVICE AND DEMONSTRATE MXL FIRE DETECTION SYSTEM
- 007 LIFERAFT SERVICING, FIVE YEAR PERIODIC
- 008 STANDBY LUBE OIL SERVICE PUMP (TURBINE DRIVEN)
- 009 NIREX EVAPORATOR SHELL REPAIR
- 010 ICE MACHINE IN OFFICER'S MESS
- 011 SERVING COUNTER MOD -- OFFICER'S MESS / BAKERY
- 012 FIRE STATION AT NO. 1 HATCH, PORT SIDE
- 013 FIRE STATION 33 - FORECASTLE DECK FWD/STBD
- 014 PORT RPM INDICATOR REPEATER
- 015 SAFETY RADIO CERTIFICATION
- 016 WEIGHT TEST LIFEBOATS & LIFESAVING EQUIPMENT
- 017 AFT HYDRAULIC STORES CRANE
- 018 INSULATION ENCAPSULATION
- 019 SKY PIPE FOR AMR RELIEF VALVES
- 020 SUPPLEMENTAL LABOR
- 021 SUPPLEMENTAL MATERIAL
- 022 STEAM WHISTLE (OPTIONAL)
- 023 MAIN GALLEY GAYLORD HOOD (OPTIONAL)
- 024 WEATHER DECK STEEL REPAIRS (OPTIONAL)
- 025 FORCED DRAFT FAN MOTOR (OPTIONAL)
- 026 GRAY WATER DRAINS (OPTIONAL)
- 027 REPLACE DRAIN VALVES (OPTIONAL)
- 028 AMR CONTROL ROOM BULKHEAD (OPTIONAL)
- 029 AFT MSD ADDITIONAL MACERATOR PUMP (OPTIONAL)
- 030 NIREX EVAPORATOR REPAIRS (OPTIONAL)
- 031 BOILER AUTOMATION TECHNICIAN (OPTIONAL)
- 032 A/C FAN MOTOR (OPTIONAL)
- 033 BAKERY DECK RENEWAL (OPTIONAL)
- 034 MAIN DECK PASSAGEWAY DOORS (OPTIONAL)
- 035 SPERRY TECH REP (OPTIONAL)
- 036 MAIN FEED PUMP STEAM VALVE (OPTIONAL)
- 037 SSDG START AIR REGULATOR (OPTIONAL)

#### **STATEMENT OF WORK**

##### GENERAL REQUIREMENTS

Location of Work: Training Ship ENTERPRISE, 101 Academy Drive, Buzzards Bay, MA and/or Contractor's facility. The expected period of performance of this work package is 30 calendar days. Schedules will be presented by the Contractor at notice to proceed and will be updated weekly.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 17 of 52
--	------------------------------------	---	---------------

All new and disturbed surfaces on this vessel resulting from the performance of work items in this package shall be prepared and recoated as per this coating specification.

As a minimum, surfaces shall be prepared by grinding, sandblasting or mechanical scaling with mechanical needle gun or equivalent as may be specified. At a minimum, surface preparation shall be to SSPC (Steel Structure Painting Council) specification of SP 3. All coatings used must be compatible to the existing coatings. Touch-up painting shall be done using similar coating materials and systems to that existing, and shall match the surroundings to the maximum extent practical. Any existing system or equipment markings shall be protected or re-applied in accordance with the above guidelines.

Throughout the performance of this specification, all threaded fasteners and the surfaces of all flat gaskets shall be liberally coated with anti-seize compound or other lubricant appropriate to the given service application. All gaskets disturbed shall be replaced with new, contractor-furnished gaskets of the appropriate material, thickness and service applicable to the given installation. Any sealant compounds, seals or packing materials installed shall meet original equipment manufacturer's specifications.

**GENERAL NOTES:**

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

Should the contractor find it necessary to remove or shift any parts of the vessel or her fittings, stores or liquids (fuel, water, lubes, oils, etc.) the same shall be done at the Contractors expense. No transfer of oil or water is to take place to, from or within the vessel unless specifically agreed to by the COTR. The Contractor shall thoroughly investigate all systems and system drawings involved in the transfer and have a complete knowledge of quantities and particulars of fluids involved and ensure their safe transfer. Contractor shall develop procedures for transfer of liquids in accordance with regulatory guidelines. Copies of the procedures shall be submitted to the MARAD COTR. All transfers shall be documented, and copies delivered to the COTR prior to transfer of any liquids, fittings or stores. All removals shall be subsequently replaced; any damage or loss resulting from the contractor's actions shall be made good by the contractor. Should any portion of the vessel or equipment require alterations in order to carry out the work, the contractor shall do so at their own expense.

The Contractor agrees and shall notify COTR of the occurrence of any accident of whatsoever nature arising out of or in any way connected with the performance of this contract, whether said accident is aboard ship, ashore, dockside, or afloat alongside, regardless of whether the accident involves any employee of the contractor or any individual, their property, or the property of the Government. The contractor further agrees to use its best efforts to avoid accidents and to prevent damage to the vessel or its appliances.

**MATERIAL QUALITY**

All material, equipment, etc. used in the performance of the specifications shall be at least equal to that of the original, be certified by an established industry-wide recognized firm for marine application and in full compliance with the rules, regulations and requirements of the American Bureau of Shipping (ABS) and U.S. Coast Guard (USCG), where applicable. In addition, all contractor furnished bolting shall be U.S. Thread National Coarse or National Fine.

**PERIPHERAL ACCESS**

All equipment, machinery, systems, tanks, etc. opened in the performance of the specifications, including all interference's, removals, etc., in way of shall be closed-up, reinstalled, replaced, etc., as original with new gaskets, packing, fasteners, etc. including caulking and washers to studs of manholes, access covers, etc. Said equipment, machinery, systems, tanks, etc. shall be tested in accordance with accepted practices to prove tightness and proper operations upon completion of work.

**NOTE:**

Contractor shall maintain a list of loosened, opened altered fasteners and/or closures and demonstrate tightness of it upon completion of work to the COTR. Contractor shall maintain a list of all blanking, plugging, etc., installed for testing purposes and demonstrate removal of same to the COTR.

**REQUIRED CLEANLINESS OF WORKSPACES**

All new, disturbed and/or soiled materials, surfaces, equipment, etc., affected by the accomplishment of these specifications shall be properly cleaned, prepared, coated/recoated, re-lagged/re-insulated, etc., as applicable and original.

All spaces, equipment, machinery, tanks, accommodations, affected by repairs shall be left in a clean and orderly condition and ready to serve their intended purposes.

All worksites shall be kept in a clean and orderly manner. All trash is to be disposed of at least on a daily basis. All grindings, weld stubs, piping cuts, etc. shall be contained and properly disposed of by the contractor. All tools and materials left aboard at the end of shift shall be neatly stored, leaving walkways, ladderways, accesses and firedoors clear of obstructions (including welding leads and all types of hoses).

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 18 of 52
--	------------------------------------	---	---------------

The vessel shall be delivered in a condition at least equal to when received by the Contractor. A mutual inspection of the entire vessel by the COTR, and the Contractor, is to be conducted before commencement and upon completion of contract. COTR shall decide all disputed matters.

**VESSEL EQUIPAGE**

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

**OTHER HAZARDOUS MATERIALS**

The Contractor must recognize that Shipowner's vessels often contain hazardous materials whose handling is required in the performance of work. In addition to asbestos, other hazardous materials which may frequently be encountered include, but are by no means limited to, mercury, certain hydraulic oils, liquid cargo products, lead, and lead-based anti-foulants. Safe, proper and lawful handling, including disposal, of such material is the Contractor's responsibility, whether or not it is identified in this Contract. If a suspected hazardous material/substance can not be clearly identified or documented, it shall be the Contractor's responsibility to take necessary samples for proper identification/documentation of the substance(s). The resultant analysis shall dictate the Contractor's specific handling requirements as per all Federal, state and local regulations. Additional charges for the handling of hazardous materials will not be allowed for those items specifically identified in the Contract/Specification, and must be specifically documented for Supplemental Work items.

**VESSEL PARTICULARS**

VESSEL NAME: U.S.T.S. ENTERPRISE

EX: VELMA LYKES/CAPE BON

Official Number: 509652

ABS Identification Number 6704200

International Maritime Organization Number 6621662

Builder: AVONDALE

Year Built: 1967

Where: NEW ORLEANS, LA

Vessel Type: PUBLIC NAUTICAL SCHOOL SHIP

Call Sign: KVMU

Gross Tons: 13,886

Length Overall: 540 feet

Length Between Perpendiculars: 514 feet

Beam (Molded): 76 feet 2 inches

Depth (Molded at Main Deck): 42 feet 6 inches

Draft: (Max, Keel-S.L.L.): 32 feet 8 inches

Boiler Manufacturer and type Foster Wheeler, D Type

Turbine Manufacturer and Type Delaval Cross Compound

SSTG Manufacturer and Type Delaval

SSDG Manufacturer and Type Wartsila 8L20

Propeller Manufacturer and Type 4 Blade

Bow Thruster Manufacturer and Type Lirren Controllable Pitch

**001 GENERAL SERVICES SECTION**

**001AA GAS FREE CERTIFICATE**

Prior to the start of all hot work or enclosed space inspections, the Contractor must provide the services of a Certified Marine Chemist to monitor the gas free state and to issue a gas free certificate in all spaces where hot work or inspections are to be performed. No hot work shall be permitted until the compartment involved and all surrounding areas have received a "Safe for Men - Safe for Hot Work" certificate issued by the Certified Marine Chemist. All compartments must be re-certified and all gas free certificates must be updated every 24 hours or whenever conditions change in the vicinity of the hot work. A certified shipyard competent person may be used to re-certify a space only if the re-certification falls within the 24-hour limit and conditions have not changed in the space.

The Contractor must provide the services of a Marine Chemist to certify "Safe for Men" all cofferdams, ballast tanks, void spaces, double bottom tanks, deep tanks, pressure vessels, etc., which must be entered during the period of performance of the

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 19 of 52
--	------------------------------------	---	---------------

contract. The tanks that must be certified include all tanks required to be opened for regulatory body inspection and for shipyard repairs. The Contractor must remove all access covers to the tanks as necessary in support of this item and close all accesses as original after the work and/or inspections have been completed. The tanks must be closed in good order using all new gaskets and providing new fasteners, as required. The Contractor shall vent all spaces using forced ventilation to obtain the "Safe for Men" atmosphere required to obtain the certification of the tanks by the Marine Chemist.

Three (3) copies of all Gas Free Certificates must be made available. Each copy must be delivered to the proper person, or location, before entry and/or start of hot work. Distribution of the certificate copies is as follows:

- One copy to COTR;
- One copy for display at Gangway;
- One copy to be posted at the area.

The Contractor must develop a check-off list, which contains all tanks that have been opened during the period of performance of the contract. The check-off list must include the name of the tanks, the location of the tanks, the date the tanks were opened, and the date the tanks were closed. Submit an updated copy of the check-off list to the COTR on a daily basis.

#### 001AB CRANE SERVICE

Limited crane services may be available with the ship's crane. Contractor to provide the services of support personnel on the pier and shipboard to assist in all crane lifts. The crane will be available to the contractor within 4 hours of notification of the ship's crew during normal working hours (07:30 AM to 3:30 PM). All other crane actions, including lifts to the forward deck, raft and boat handling, materials handling beyond the capability of the store's crane are to the Contractor's account, either on this item or on the applicable CLIN.

#### 001AC FIRE WATCH

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

#### 001AD BILGE PUMPING

The Contractor shall provide labor, material, and equipment to pump and maintain all bilge's dry throughout the vessel (including cargo holds and machinery spaces) for the duration of the shipyard period. This is limited to liquids or slops generated as a result of the contractor's work. The bilges must be left in a dry condition at the end of each workday. At no time shall the engine room bilges be allowed to rise more than 2 inches above the tank top. The Contractor will be responsible to sample all bilge water suspected of containing contaminants and dispose of the water in accordance with all local rules, state and federal regulations. The Contractor shall provide oil boom retention as necessary during any oil or slops transfer operations. No discharge of any substance is permitted into Buzzard's Bay.

#### 001AE GARBAGE DISPOSAL

The Contractor shall provide the necessary labor, material and equipment to remove all contractor-generated garbage, trash, and debris from the ship on a daily basis. Dispose of the garbage, trash, and debris in accordance with local rules, state and federal regulations. The exact location to place the dumpsters will be designated by the COTR. The Contractor must clean up all work sites onboard the ship on a daily basis. As a minimum, the clean up shall include the removal and disposal of all trash and debris generated by the shipyard personnel. At no time shall the build up of Contractor generated trash and debris interfere with the movement and operation of the ship's crew. The dumpsters shall be emptied by the Contractor's service provider when full, and replaced with an empty dumpster. The contractor shall confer with his service provider to ensure that any materials requiring special disposal requirements be segregated, and to ensure that all generated wastes are disposed of in accordance with all applicable federal, state and local regulations. Upon completion of all work, the Contractor must ensure the cleanliness of the ship is equal or better than the original condition found during the initial cleanliness inspection. The COTR and Contractor's Representative shall perform a final and joint inspection of the ship before the completion of the contract

#### 001AF COMPRESSED AIR

The Contractor shall supply sufficient compressed air during the entire period of performance of the contract to meet the requirements of the Contractor. The compressed air shall be free of moisture and oil. As a minimum, the Contractor must provide sufficient engine room and main deck air manifolds, as well as all necessary hoses and fittings, to meet the required needs of the Contractor. Provisions for dry air to be used for instrumentation testing must be provided.

#### 001AG TEMPORARY LIGHTING

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 20 of 52
--	------------------------------------	---	---------------

The Contractor shall furnish all labor, material and equipment to set-up temporary lighting in all spaces and tanks where work is to be carried out. The temporary lights shall be installed to support shipyard personnel. The Contractor will be responsible to provide and set up temporary lighting as directed by the COTR. The COTR can designate at any time during work period that temporary lighting be installed in any space aboard the vessel. All power supplies are to be connected/disconnected as necessary.

**001AH PORTABLE TOILET**

The Contractor shall provide portable toilet facilities adjacent to the gangway for use exclusively by contractor personnel.

**001AI DECK COVERINGS**

Contractor shall provide a protective coating of herculite taped down in place in all traffic areas of the super structure where work is to be performed or accesses to work spaces traveled. Protective coverings are to be maintained by the Contractor until completion of contract. At the completion of the contract and upon approval from COTR, the Contractor shall remove all deck coverings throughout the ship, remove any adhesive residue on the decks, and thoroughly wash all passageways through which the coverings were run.

**002 PRESSURE VESSELS AND RELIEF VALVES, USCG EXAMINATION**

The Contractor shall open up each pressure vessel for visual inspection of internal areas by the USCG or ABS inspector. Furnish and install blank flanges as required to segregate pressure vessels for testing and as necessary to prevent test pressures being applied to parts not requiring such test.

Remove relief valves and store same in a safe location. Install blanks, plugs or caps as appropriate to prepare pressure vessels for hydrostatic test. When directed, subject pressure vessels to the required hydrostatic test pressure. Test pressures shall be in accordance with the relief valve settings, or other criteria if required by ABS or USCG. Hydrostatic test to be witnessed by COTR and USCG Inspector.

Upon completion of testing, inspection and any repair work, the pressure vessels shall be closed up ready for use. Furnish and install new jointing and bolting material as original. Additional repair work will be covered by a delivery order.

Bench test relief valves and verify proper operation at specified pressure. Reinstall relief valves and all interferences removed in order to accomplish the work. Bench test to witnessed by COTR and USCG inspector. Perform an operational test of the unit and prove free of leaks. The contractor shall be responsible for leaks at each mechanical joint disturbed in the course of the specified work and the first mechanical joint downstream from same. After all joints are made up, contractor is to conduct an operational test of each affected system, to be witnessed by COTR and USCG inspector. Clean, prime and paint new and disturbed surfaces to match the surrounding areas. All areas in way of work shall be left clean and in good condition.

Pressure vessels to be addressed:

Description	Location
Direct Contact Heater Tank	Engine Room Fidley
S/S Air Receiver	Engine Room Operating Level, Port, Aft
Control Air Receiver	Engine Room Operating Level, Port, Aft
Potable Water Pressure Tank	Engine Room Lower Level, Port
Steam Hot Water Tank	Engine Room Lower Level, Port
Start Air Receiver No. 1	AMR Lower Level, Stbd
Start Air Receiver No. 2	AMR Lower Level, Stbd
Service Air Receiver	AMR Lower Level, Stbd
Sprinkler System Pressure Tank	No. 2 Lower tween deck

**003 INSPECT/CERT OF FIRE EXTINGUISHERS AND CO2 SYSTEM**

Contractor shall provide Qualified technical personnel to accomplish the following: inspection, testing and certification of all portable fire extinguishers and fixed CO2 systems. Approximately (130) 20 lb ABC Portables, located in the Main CO2 Room; (62) 100 lb bottles located in the Main CO2 room, Fuel Handling Room, two Paint Lockers (No. 2 Hold and Aft Steering Flat), EDG Room, Machinery Space Hose Reel, Fwd Bosun's Locker and Data Logger Room are to be serviced.

The CO2 fixed delivery system shall be blown down (all lines) and demonstrated for the USCG. Twelve flex loops are to be hydrostatically tested, all fixed bottles are to be weighed. All time delays are to be pre-tested, and then demonstrated to USCG. All fusible links are to be changed out with contractor furnished new links. Any deficiencies found are to be reported to the COTR immediately. Fixed CO2 system is then to be test operated to the satisfaction of USCG. Note: this item is to be conducted in conjunction with testing the system piping and sirens installed by CLIN 0002.

CO2 alarm sirens to holds 1 and 2 (three levels each) are to be tested using contractor furnished gas bottle, to the satisfaction of the USCG.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 21 of 52
--	------------------------------------	---	---------------

The Fyr Fighter smoke detection system shall be blown down and all active cells cleaned, and demonstrated to USCG.

Ansul Galley System, including all trips, is to be demonstrated to USCG by the Contractor, and all fusible links are to be replaced with contractor furnished new links.

Three copies of all inspection and service records are to be provided to the COTR on the appropriate NFPA forms.

#### **004 SPRINKLER SYSTEM TEST AND CERTIFICATION**

The Contractor shall provide qualified technical personnel to inspect and test the sprinkler pump in accordance with NFPA/USCG and provide a graph of results to the Chief Mate and COTR. In order to test the sprinkler system pump, the contractor will need to reverse the two existing check valves in the firemain tie-line to allow sea water testing of the pumps flow capacity without filling the mains with salt water. After testing is completed, the contractor must drain and flush the sea water from the pump's discharge piping and reinstall the two check valves in the correct orientation. All associated drain wells must be pumped down and dried after testing is completed.

The Contractor shall then test and demonstrate the entire sprinkler system, all zones, all flow switches, all anti-tamper alarms to USCG and/or ABS in accordance with NFPA 25/USCG CFR Code. Provide four copies of the test report to the COTR.

#### **005 SERVICE SELF CONTAINED BREATHING APPARATUS UNITS**

Contractor shall provide qualified technical personnel to hydrostatically test thirty (30) Scott Air-Pack Bottles. Flow and bench test for repairs, ten (10) each Scott 2.2 Air Packs, thirteen (13) Scott 2A air packs, and five MSA air packs. Provide COTR with a condition report and repair quotes for any damage, deterioration or conditions precluding safe usage of this equipment.

#### **006 SERVICE AND DEMONSTRATE MXL FIRE DETECTION SYSTEM**

Contractor shall provide the services of a Manufacturer's authorized tech rep to service and demonstrate to USCG the Siemens Cerberonics model MXL Fire Detection System. This will require a technician with specific training and experience on this system, as it far exceeds in complexity the usual Cerberonics shipboard systems. Sensors are located throughout the ship, and will have to be validated after the main boards are checked and accepted. Pre-testing to the satisfaction of the COTR is required. Final testing to the satisfaction of the USCG is the acceptance criteria for this item.

#### **007 LIFERAFT SERVICING, FIVE YEAR PERIODIC**

The contractor shall provide a qualified subcontractor to perform annual and five year periodic inspection of 14 Viking Davit launched liferafts. Rafts are to be lifted from the stowage cradles on the main (weather) deck of the ship, port and starboard. Rafts are to be removed from the ship to the contractor's shop for opening, inspection, change of expendables, and certification.

Each of the fourteen rafts is to receive: renewed certificate, renewal of all consumables, and full five-year test of components. Upon completion of servicing, rafts are to be returned to the vessel, re-mounted in their cradles, and re-attached to the hydrostatic releases. No new hydrostatic releases are required this year.

#### **008 STANDBY LUBE OIL SERVICE PUMP (TURBINE DRIVEN)**

600# Aux Steam Inlet Flange to the Lube Oil Pump Turbine is steam-cut. Provide labor and material to break down the piping, weld up the cut, file flat, and make up with new gasket(s) and fasteners at disturbed joints. Present repair to COTR for final approval before making up the repaired joint.

#### **009 NIREX EVAPORATOR SHELL REPAIR**

Provide labor and material to open the Nirex distiller in the Aux Machinery Room and TIG-Weld the crack in the crown of the shell door (about 1"). Vacuum box test after completion of weld to the satisfaction of the COTR.

#### **010 ICE MACHINE IN OFFICER'S MESS**

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 22 of 52
--	------------------------------------	---	---------------

Provide labor and material to disconnect power and water, remove and dispose of the ice machine currently mounted in the Officer's Mess Deck (midships house). Procure and install a new ice machine, marine-service grade, similar to the unit in the tween deck dry stores area. Modify deck coaming/drip-tray to encompass the new unit. Install new mounting pads/stanchions. Fabricate and install sway bracing to stabilize the unit. Surface the inside of the drip tray with Phoenix terrazzo. Hook up water and power and operationally test unit to the satisfaction of the COTR.

**011 SERVING COUNTER MOD -- OFFICER'S MESS / BAKERY**

Provide labor and material to cut out the counter over the leftmost (from dining area facing inboard) two heating bays into rectangular openings similar in conformation to the openings in the center and right heating bays, and insert the round openings outside of the rectangular perimeter. All welding shall be stainless steel TIG, and all surfaces shall be ground smooth in way of inserts.

**012 FIRE STATION AT NO. 1 HATCH, PORT SIDE**

Provide labor and material to fabricate a new door, with latch and hinges, and install in way of existing damaged door. Reinforce the new door with angle iron bracing internally.

**013 FIRE STATION 33 - FORECASTLE DECK FWD/STBD**

Provide labor and material to hydrostatically test supply piping to this fire station, crop and renew in way of leaks.

**014 PORT RPM INDICATOR REPEATER**

Provide a qualified technician to service the RPM repeater on the port side, which is currently non-operational.

**015 SAFETY RADIO CERTIFICATION**

Provide a qualified technician to complete the annual ABS Safety Radio Certification. In addition to the regulatory inspections normally conducted, including a new shore based maintenance agreement and submission of all requisite paperwork to the regulatory bodies, the following deficiencies are to be corrected:

- a. 3 CM Radar -- no picture
- b. Provide and insta two contractor furnished GMDSS DSC/VHF radios (Sailor RT-5022 DSC/VHF)

Note: The 3CM MTR is installed on the starboard side of the main navigation masts above the Bridge. (3 CM MTR RAYTHEON PATHFINDER/ST MARK II).

**016 WEIGHT TEST LIFEBOATS & LIFESAVING EQUIPMENT**

Contractor shall provide all necessary labor, material and equipment including crane service, water bladders & water weights with currently calibrated water meter, spreader beam with slings and a work boat to perform USCG weight tests of six (6) covered lifeboats, Four (4) Liferaft Davits and two (2) Rescue Boats & Davits. MMA is in possession of a certified spreader beam which is available for the Contractor's use. THE CONTRACTOR SHALL PROVIDE THE SERVICES OF AN OEM TECH REP TO SUPERVISE ALL TESTING, THIS IS IN ACCORDANCE WITH A RECENT USCG RULES CHANGE.

Pierside boats must be release tested from the offshore davits. Pierside lifeboat davits must be weight tested using water weights slung from a spreader beam. Liferaft davits and Rescue Boat davits are single point lifts, no spreader beam required. Weight tests will be conducted at 100% full weight prior to testing releasing gear. All release hooks require testing under full load.

Weight test four (4) Davit Launch Liferaft Davits using water-weights.

Weight Test two (2) Rescue Boat Davits and boats using water-weights.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 23 of 52
--	------------------------------------	---	---------------

**LOCATION:**

Lifeboats 1 & 3 are located on Boat Deck starboard side forward, boat 5 is located starboard side aft. Boats 2, 4 and 6 are located opposite on port side. Approximately 50 feet above the water.

The Liferaft davits are located on the Main Deck at number two hatch, two on the starboard side and two on the port side.

Number one rescue boat is located midships on the Cabin Deck. Number two rescue boat is located aft of number six lifeboat, Cabin Deck port side.

**IDENTIFICATION:**

- Number 1 boat. Empty wt 12383 lbs. Full wt 25423 lbs.
- Number 2 boat. Empty wt 12581 lbs. Full wt 26980 lbs.
- Number 3 boat. Empty wt 12581 lbs. Full wt 26980 lbs.
- Number 4 boat. Empty wt 12661 lbs. Full wt 25699 lbs.
- Number 5 boat. Empty wt 10974 lbs. Full wt 25371 lbs.
- Number 6 boat. Empty wt 10974 lbs. Full wt 25371 lbs.
- Davit launched raft davits. Full wt 4565 lbs. Each
- Rescue boat Empty wt 1722 lbs. Equipment 130 lbs. Full wt 2844 lbs.

**WEIGHT TESTING**

Boats may also be removed by means of a two legged sling. Each leg 29 ft 6 inches eye to eye minimum length. Capacity rated for 30,870 pounds. Lifting ends fitted with oval rings. Size 44mm dia x 270mm inside length x 190 mm inside width as shown in the lifeboat manual page 9-1 & 9-2.

Contractor shall give COTR 72 hours minimum notice to notify USCG for weight testing.

When weight and release testing boats on the offshore side, contractor should be cognizant of timing release tests to coincide with minimum current action along the hull. All boats shall be tethered to the falls to prevent boats from getting away. All weights listed in the section are to be reviewed with the COTR prior to performing any weight test.

All six covered lifeboats have a hoisting restriction of no more than 3 crewmen in the boat. Boats weight tested and release tested under full load cannot be brought home until weight is removed as per the Schat Watercraft Lifeboat & Davit Manuals.

Upon completion of testing, all boats shall be returned to their correct and original davits and stowed.

When water weights are used, USCG will insist on a currently calibrated water meter. If bulk weight is used, USCG will insist on checking weights with a calibrated dynamometer.

The weight required for testing Liferaft davits is 4565 lbs. Weight is to be suspended at the head of the davit and held by the brake. Weight is then allowed to freefall and brake applied for full stop.

The following list of weights are for testing lifeboats either in the davits or for release testing by crane.

- Number 1 boat 13040 lbs of water.
- Number 2 & 3 boats 14399 lbs of water.
- Number 4 boat 13038 lbs of water
- Number 5 & 6 boat 14397 lbs of water.

The following weights are required for testing number 1, 3 & 5 davits without lifeboats in the falls. Number 1 boat davits 27965 lbs. Number 3 boat davits 29672 lbs. Number 5 boat davits 27908 lbs. MINUS the weight of the spreader beam.

The following weights are required for testing the rescue boats. Boat in davit, 1122 lbs in the boat. Davit without boat, 3128 lbs.

**017 AFT HYDRAULIC STORES CRANE**

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 24 of 52
--	------------------------------------	---	---------------

Provide labor and material to procure and install two adjustable light mounting brackets, two floodlights and an air horn from EBI Crane. All components are to be suitable for marine service.

#### **018 INSULATION ENCAPSULATION**

Contractor shall provide support for overwrap and sealing of frayed areas of insulation. Areas to be addressed will be jointly identified between crew, COTR and Contractor. For purposes of estimating, contractor shall estimate 400 s.f. of piping, to be sealed with tight-weave glass-cloth wrapping, chill sealed, and painted to match surroundings.

#### **019 SKY PIPE FOR AMR RELIEF VALVES**

Provide labor and materials to install an atmospheric escape pipe up the fidley and out the false stack to vent the blowdowns from the 600-150# and 150-35# reducing station relief valves in the Auxiliary Machinery Room. Modify temporary local blowdown piping, install penetration(s) through Engine Room Bulkhead and decks up to the weather. Route the new sky piping generally parallel to the existing sky pipe. Provide engineering services to update auxiliary machinery steam system piping to reflect this change and provide six hard copies and six CD's with the revised arrangement to the COTR for submission to the USCG and ABS. All work is to be to the satisfaction of the attending ABS Surveyor.

#### **020 SUPPLEMENTAL LABOR**

Contractor has furnished a quote for 750 man-hours of supplemental labor at a unit rate of \$82.00 per hour. This is to be a fully burdened labor rate, and is applicable seven days a week (i.e. no overtime, penalty time or other escalations will apply). These hours will be allocated by the COTR via Delivery Orders.

#### **021 SUPPLEMENTAL MATERIAL**

Contractor is allowed a NTE allowance for up to \$50,000 in supplemental material charges. There is to be no burden on these charges for either subcontracted costs or material charges. These supplemental material dollars will be allocated by the COTR via Delivery Orders.

#### **022 STEAM WHISTLE (OPTIONAL)**

Provide labor and material to renew steam whistle and controller. Repair/replace/relocate mechanical controls as necessary to ensure proper operation.

Amplifying details on the ship's whistle and OEM contact information are provided below. Please note, the new unit will require drain connection, and will have to be installed compatible with the manual pull system.

The 300 DVE-4 originally installed is obsolete. The replacement is the 300 DVE-5. I am attempting to determine if it will fit your application and if it is still available.

Your installation has a modification (300 DVE-4X). The X indicates that a 1-1/4 IPS Drain Connection is installed on the unit.

Your request has been assigned to Leslie Quotation Number 25290, please refer to this on all correspondence.

Avery Woods

Maritime Sales & Service

Leslie Controls, Inc.

12501 Telecom Drive

Tampa, FL 33637

Ph: (813) 978-1000, Ext 285

AWoods@LeslieControls.com

#### **023 MAIN GALLEY GAYLORD HOOD (DELETED)**

#### **024 WEATHER DECK STEEL REPAIRS (OPTIONAL)**

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 25 of 52
--	------------------------------------	---	---------------

Provide labor and material to fabricate eight new safety chain stanchions for the deck sockets around the anchor chain hawsepipes on the forecastle deck. Use existing (bent) stanchions for attachment point guidance.

On Forecastle Deck, port side crop out existing vent overflow containment where it butts up against the mooring bitts. Fabricate a new containment up off the deck, against the bulwark, with a threaded and plugged drain port, sized to meet the volume of the previous containment area. Open up limber holes in bulkwark framing to allow drainage of water on deck.

Under number 3 & 4 lifeboats, water accumulates on the deck of the upper deck level. Install two deck bell drains with drain pipe down to main deck. This is at the quarterdeck port & starboard side.

**025 FORCED DRAFT FAN MOTOR (OPTIONAL)**

Provide labor and materials to remove the spare forced draft fan motor from its deck mount on the tween deck outside the Main Engine Room entrance and rig it ashore. Send the motor to a qualified shop for disassembly, cleaning, bearing renewal, balancing and other repairs as required. Any usual and customary internal preservation/coatings shall be accomplished in the shop. Exterior of motor shall not be re-coated. The shop should know that the motor had high vibrations and a mechanical banging on slowdown. Shop test the motor after repair (COTR to witness this test), then return it to the ship and rig it to the forced draft fan flat up the fidley (this will require removal and reinstallation of several ladders). Contractor shall install two angle-iron support brackets welded to the deck (approximately 4"x4"x3/8" by 30" long, each), with mounting holes drilled to accomodate the motor and suitable fasteners to bolt it down, in a location selected by the COTR.

**026 GRAY WATER DRAINS (DELETED)**

**027 REPLACE DRAIN VALVES (DELETED)**

**028 AMR CONTROL ROOM BULKHEAD (OPTIONAL)**

Provide labor and material to remove deck grating or plating in and around the AMR Control Room Bulkhead. Visually inspect the under-grating perimeter and inner bottom plating of the control room to determine how water is getting in. Overall dimensions of the control room are about 12 ft x 16 ft and the under grating depth is about 2 ft. Soap and air test or hose test suspect areas and correct any reasonable deficiency found (may be a structural crack or a cable penetration). If hot work involving the fuel handling room or double bottom tank access is necessary, this will be the subject of condition report and delivery order. Otherwise, the quote should cover removals, repair, and reinstallation of gratings/deckplates. Notify the COTR of any defects found, and their proposed resolution before beginning work.

**029 AFT MSD ADDITIONAL MACERATOR PUMP (OPTIONAL)**

Provide labor and material to install a ship-furnished macerator/discharge pump on the MSD in No. 6 hold. Foundate new pump in vicinity of existing pump. Modify suction piping to existing pump to tee off and install suction isolation valve to new pump. Modify existing discharge piping to tee off and install a discharge isolation valve on new pump. Also, install check valves on each pump's discharge line. Install an A/B switch in the motor controller to allow powering either (but not both) pump from the existing power supply. All materials shall conform to the piping and valves currently installed.

**030 NIREX EVAPORATOR REPAIRS (OPTIONAL)**

Contractor shall provide and install a new mechanical seal assembly in the AMR Nirex Hot Water Circ pump. Contractor is also to provide a spare seal assembly identical to the one installed to the COTR.

Contractor shall service and test the distillate trip/dump valve.

Contractor shall service and test the Nirex evaporator salinity controls.

**031 BOILER AUTOMATION TECHNICIAN (OPTIONAL)**

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 26 of 52
--	------------------------------------	---	---------------

Contractor shall provide the services of a qualified General Regulator Technician (possible sources include Ty Automation, G.R. Bowler, Introl) and an electrician to assist the tech to troubleshoot and correct electrical issues with the combustion control system of the main boilers. The principal problem at this point involves malfunctioning of the forced draft fan controls in automatic mode. Existing wiring in the console has been cut/spliced/modified to the point where controls are not responding correctly.

**032 A/C FAN MOTOR (OPTIONAL)**

Contractor shall remove a fan motor which failed during the orientation mini-cruise to a shoreside facility for servicing. Dip, bake, bearings all required. Rewind, if necessary, will be by delivery order. Return the motor to the ship and turn over to ship's force for reinstallation.

**033 BAKERY DECK RENEWAL (OPTIONAL)**

Contractor shall removed damaged decking and restore underlayment, prep the entire bakery deck and apply terrazzo-style decking (Phoenix or similar materials) throughout the bakery, coamed up to all perimeters, and faired in to deck drains.

**034 MAIN DECK PASSAGEWAY DOORS (OPTIONAL)**

Contract shall remove the interior weather-tight doors in the port and starboard main deck passageways, flush back joinery to the bulkheads, and install two new, fire-safety rated half-light doors with new hardware and closers. Door sizes, hinges and hardware are to match existing configuration. Contractor shall install new joinery to mount and center each door, and paint to match surroundings.

**035 SPERRY TECH REP (OPTIONAL)**

Contractor shall arrange for service visit by authorized Sperry Tech Rep to service the Port Steering Stand Gyro Pilot, which hunts severely on start-up, and to service the Sperry Speed Log, which failed on the orientation cruise.

**036 MAIN FEED PUMP STEAM VALVE (OPTIONAL)**

Contractor shall repair or replace the Steam Valve on Stbd Main Feed Pump - "leaks by profusely and must be replaced. Valve is currently fully encased in ASBESTOS LAGGING." Contractor shall remove all asbestos-bearing insulation materials in way of this valves, remove the valve to a qualified shop, open and inspect, return valve to the ship, reinstall and reinsulate with non-asbestos material. Extent of repairs required is unknown, so it will be the subject of a Delivery Order to approve repairs, or procure a replacement valve. All other associated actions are to be fixed-price in this CLIN.

**037 SSDG START AIR REGULATOR (OPTIONAL)**

Contractor shall remove the SSDG start air regulator to a qualified shop for overhaul and testing, and reinstall upon completion of repairs.

3 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

SEPTEMBER 2006

Instructions to Offerors—Commercial Items (Sept 2006)

(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

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 27 of 52
--	------------------------------------	---	---------------

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—

- (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 52.212-3 (see FAR 52.212-3(k) 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>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 28 of 52
--	------------------------------------	---	---------------

(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. 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>).

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 29 of 52
--	------------------------------------	---	---------------

(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.

(End of provision)

4      52.212-03      OFFEROR REPRESENTATIONS AND CERTIFICATIONS -      FEBRUAR  
ALT III      COMMERCIAL ITEMS - ALTERNATE III      Y 2002

Reserved.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 30 of 52
--	------------------------------------	---	---------------

5 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., 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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 31 of 52
--	------------------------------------	---	---------------

(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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 32 of 52
--	------------------------------------	---	---------------

(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.

6      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.**      **SEPTEMBER 2007**

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Sept 2006)

(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:

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 33 of 52
--	------------------------------------	---	---------------

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, 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 check as appropriate.]

X\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (July 1995), with Alternate I (Sept 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_ (3) 52.219-4, 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]

X\_ (5)(i) 52.219-6, 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) 52.219-7, 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) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

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

X\_\_ (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)(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.

\_\_ (11) 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).

\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 34 of 52
--	------------------------------------	---	---------------

X\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X\_\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X\_\_ (18) 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).

X\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X\_\_ (20) 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).

X\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_ (22)(i) 52.223-9, 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)).

\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2006) (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), and 109-53.

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

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

X\_\_ (25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_ (26) 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).

\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_ (29) 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)).

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

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

\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X\_\_ (35)(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:

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 35 of 52
--	------------------------------------	---	---------------

\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (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.).

(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 (i) for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.222-26, Equal Opportunity (Apr 2002) (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, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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)

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 36 of 52
--	------------------------------------	---	---------------

7 INVOICE SUBMISSION - MARAD/SAR

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

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

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

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

- (2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch  
AMZ-150  
PO Box 25710  
Oklahoma City, OK 73125

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

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

8 52.211-08 TIME OF DELIVERY

JUNE 1997

- (a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE:

CLINS 0001-0022, 024, 025, 028-029, 030-037 Within 52 calendar days after commencement date designated in Notice to proceed

The Government will evaluate equally, as regards time of delivery, offers that propose of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule the required delivery schedule above will apply.

- (b) Attention is directed to the Contract Award provision of the Solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. Therefore, the offeror should compute the time and availability for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. The term "working day" excludes weekends, and U.S. Federal holidays). If, as is computed, the offered delivery date is later than the required date, the offer will be considered nonresponsive and rejected.



	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 38 of 52
--	------------------------------------	---	---------------

11      52.219-19      **SMALL BUSINESS CONCERN REPRESENTATION FOR THE  
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION  
PROGRAM**      **OCTOBER  
2000**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. **[Check one of the following.]**

No. of Employees      Avg. Annual Gross Revenues

\_\_\_ 50 or fewer      \_\_\_ \$1 million or less

\_\_\_ 51 - 100      \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250      \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500      \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750      \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000      \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000      \_\_\_ Over \$17 million

12      1252.217-      **SUBCONTRACTS**      **OCTOBER**  
74                **1994**

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 39 of 52
--	------------------------------------	---	---------------

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

13 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 B, the applicable supplemental work contract line item. The offeror shall specify an hourly composite billing rate in its 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 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. NTE \$10,000, work exceeding this amount will be authorized and signed by the Contracting Officer. 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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 40 of 52
--	------------------------------------	---	---------------

(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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 41 of 52
--	------------------------------------	---	---------------

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 prior to Notice to Proceed 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.

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.

The contractor's policy shall include the language "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left." In addition the following shall be included: "The United States of America is named as an additional insured as respects the SROLL/CGL and Pollution coverages. The policies contain a no recourse clause against the United States for premium payment."

15 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

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 42 of 52
--	------------------------------------	---	---------------

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.

(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.

16 52.233-02 SERVICE OF PROTEST

SEPTEMBER 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer: Mrs. Laurel Bishop,

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 43 of 52
--	------------------------------------	---	---------------

by obtaining written and dated acknowledgment of receipt from U.S Department of Transportation, Maritime Administration - South Atlantic Region, Bldg. 4D, Room 211, Norfolk, VA 23505.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

17 MCL.L-2 AGENCY PROTESTS

AUGUST  
2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

18 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

OCTOBER  
1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 44 of 52
--	------------------------------------	---	---------------

Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

19 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.

20 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.

(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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 45 of 52
--	------------------------------------	---	---------------

(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 necessaries 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.

**21 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.

**22 1252.217-  
70 GUARANTEE**

**MAY 2005**

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 46 of 52
--	------------------------------------	---	---------------

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of clause)

23      1252.223-      ACCIDENT AND FIRE REPORTING      MAY 2005  
71

(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;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

24      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,

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 47 of 52
--	------------------------------------	---	---------------

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

(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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 48 of 52
--	------------------------------------	---	---------------

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  
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

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 49 of 52
--	------------------------------------	---	---------------

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.
- 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.

## 25 TAR 1252.217-73 INSPECTION AND MANNER OF DOING WORK

- (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.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 50 of 52
--	------------------------------------	---	---------------

(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
  - (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 COTR of the status of all valves 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."

(End of clause)

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 51 of 52
--	------------------------------------	---	---------------

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.  
(End of provision)

27 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

28 1252.217- TITLE  
77

OCTOBER  
1994

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of this contract shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the contract, or with the approval of the Contracting Officer during performance of the contract, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipments.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

	<b>Document No.</b> DTMA2C08001	<b>Document Title</b> Enterprise FY08 Pre-Cruise	Page 52 of 52
--	------------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - FEBRUAR  
PRICE ADJUSTMENT Y 2002

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--
- (1) An increased or decreased wage determination applied to this contract by operation of law; or
  - (2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.