

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

1. REQUISITION NUMBER
 PAGE 1 OF 32

2. CONTRACT NO. DTMA2C08004
 3. AWARD/EFFECTIVE DATE 02/08/2008
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA2R08001/0002
 6. SOLICITATION ISSUE DATE 01/16/2008

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Susan Barba
 b. TELEPHONE NUMBER (No collect calls) (757) 441-3268 ext.
 8. OFFER DUE DATE/ LOCAL TIME 01/23/2008 2:00 pm

9. ISSUED BY 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.
 CODE 00092
 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 541330
 SIZE STANDARD: 3,500,001-5,000,000
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, South Atlantic Region
 7737 Hampton Blvd., Bldg. 4D Room 211
 Norfolk, VA 23505
 Attn: Fred Hoffmann
 CODE 77002
 16. ADMINISTERED BY DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 CODE 00092

17a. CONTRACTOR/OFFEROR SHIPTECH INC.
 12002 SW 128TH CT STE 105
 MIAMI, FL 33186-4641
 TELEPHONE NO. (305) 507-1911 ext.
 CODE *
 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P Branch, AMZ-150 PO Box 25710
 Oklahoma City, OK 73125
 CODE AMZ150

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 - - X4303 - 931 - 40 - MIS0 - 0 - 0000 - 000000 - 70 - 086131 - 40 - MIS0 - 25103 - 6100 - 6600 -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 53,400.00

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. your proposal OFFER
 DATED 01/17/2008 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0002

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 Susan P. Barba
 30b. NAME AND TITLE OF SIGNER (Type or print)
 Susan P. Barba
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print)
 Susan P. Barba
 31c. DATE SIGNED
 02/08/2008

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

Line Item Summary	Document Number DTMA2C08004	Title FSS Condition Survey/Report	Page 3 of 32
--------------------------	---------------------------------------	---	------------------------

Total Funding: \$53,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X4303	931	40	MIS0	0	0000	000000	70	086131	40	MIS0
Division	Closed FYs		Cancelled Fund								
25103	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE IS FRED HOFFMANN. NOTICE TO PROCEED WILL BE ISSUED VIA CONTRACT MODIFICATION.

0001	SHIP(S) CONDITION SURVEY		1.00	JOB	\$53,400.000	\$ 53,400.00
------	--------------------------	--	------	-----	--------------	--------------

Perform condition assessments of eight (8) fast sealift ships (FSS) in accordance with the attached performance work statement.

Funding Information:

2008 - - X4303 - 931 - 40 - MIS0 - 0 - 0000 - 000000 - 70 - 086131 -
40 - MIS0 - 25103 - 6100 - 6600 -
\$53,400.00

0002	DELIVERABLES		1.00	NSP	\$.000	\$ 0.00
------	--------------	--	------	-----	---------	---------

Document condition surveys and provide deliverables in accordance with the performance work statement, including a detailed technical report, executive summary report, and formal presentation of findings.

Total Cost: \$53,400.00

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 4 of 32
--	------------------------------------	--	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	5
1 POTENTIAL OFFEROR QUESTIONS	5
2 PERFORMANCE WORK STATEMENT	10
3 Instructions to Offerors--Commercial Items	15
4 Offeror Representations and Certifications - Commercial Items - Alternate III	18
5 Contract Terms and Conditions--Commercial Items	18
6 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	21
7 INVOICE SUBMISSION - MARAD SAR	24
8 Time of Delivery	25
9 Clauses By Reference	25
10 INDEMNITY AND INSURANCE	26
11 INDEMNITY AND INSURANCE (ADDITIONAL)	26
12 Service Of Protest	27
13 AGENCY PROTESTS	28
14 MARITIME LIENS, NO AUTHORITY TO INCUR	28
15 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	29
16 Type of Contract	32

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 5 of 32
--	------------------------------------	--	--------------

COMMERCIAL CLAUSES

1 POTENTIAL OFFEROR QUESTIONS

1. Will MARAD provide all the ABS, MARAD, Coast Guard Inspection files, performance and trend analysis information for the last five voyages and history files to the successful offeror upon contract award? MARAD will direct the ship manager (MAERSK Lines Ltd.) to provide full access to the ship and access to all shipboard files and reports. The contractor must be able to describe to the ships Chief Engineer, Chief Mate or Vessel Manager what files he desires to review. Some of these files may be in electronic format or in hard copy. History files and other ship files and records will be available for review while the contractor is performing ship inspections and visits. Shipboard records can not be removed from the vessel but may be copied, scanned or reviewed while aboard by the contractor at the contractors expense. All files must be returned to the originator in as good or better condition than as was provided. Classified documentation will generally not be available to the contractor. The MARAD Marine Surveyor will authorize access to classified documentation and records as necessary on a case by case basis.

MARAD has a very limited number of files that were turned over by MSC in September and October 2007 in their possession. Some of these files may be in electronic format or in hard copy. These MARAD files will be available to the contractor after NTP but must be returned at the completion of the contract.

2. Is there an ISO 9001 compliant inspection plan already in place that will be provided to the successful offeror? No.

3. Will there be a MARAD representative present on the ship inspections? MARAD intends to have a Marine Surveyor available on site as, when and where needed. MARAD will keep the contractor apprised of the location and availability of the Marine Surveyor.

4. RFP p. 12, Appendix: Project Team Staffing states” describe bonding process and coverage levels of employees?” Is this applicable to this RFP?

Page 12, Paragraph 5, Appendix: Project Team Staffing. Please clarify the requirements for bonding and coverage levels.

Reference to Bonding and coverage. The contractor must be able to gain access to the USMC base at Blount Island Command (BIC), Jacksonville, FL. There is a requirement for contractor personnel to be US Citizens and be vetted through the USCG EPIC system. Attached are the EPIC form and the BIC Visitor access forms that must be filled out completely so that the security check can be completed. Contractor personnel vetting reports that come back from EPIC as “Positive” will be denied access to BIC. The contractor needs to ensure that the proposed personnel will meet security requirements.

On all other vessels the contractor shall be able to produce security clearance data on each individual the contractor intends to use. The security clearance data shall include the date, level and name of the bonding agency that performed the check such as DOD/NAC background check on each individual. Security checks must have been made within the last six months to gain access to the ships, otherwise the contractor will need to submit the data requested on the attached EPIC form.

5. Page 3, Line Item 0001 is asking for a price for “1.00 Job, Ship Condition Survey”. Is this for the total project cost?

Page 10, Item 2.states the Contractor shall submit individual pricing for all items listed in the schedule. The SF1449 Schedule has no items listed. The schedule on Page 3 states “1 Job”. Page 12, “Detailed and Itemized Pricing” requests a fee breakdown by phase, and travel estimates? Will there be clarification and a revised Schedule B to reflect all pricing requested?

Pricing is for “One Job”. However the contractor should submit the price breakdown in his proposal by phase with travel expenses he used to determine the final price for the entire effort. The contractor shall determine the phases in his technical approach and provide associated detailed pricing.

6. Page 7, Line 4, “Evaluate the current equipment, material, and operational readiness status”. Throughout the RFP, the term “Condition Survey” is utilized. The SOW specifically notes ...”the services should be performed by inspectors and consultants In order to conduct detailed inspections.” However, other areas in the SOW are focused more on an operational test. Using the elevator as an example, a Surveyor could test and find the unit operational, but an elevator Technical Representative could note component fatigue, and other Condition Based findings. The cranes are another perfect example. To what degree of inspection does the Government hold the Contractor, understanding that operational tests take a fraction of the time and cost of a true condition survey and that Page 11’s Scope, Approach, and Methodology states ...”with minimal invasiveness?”

Page 7, Line 4, “Evaluate the current equipment, material, and operational readiness status”. Will the Government schedule and be financially responsible for Dock and Sea Trials as part of the Condition Surveys?

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 6 of 32
--	------------------------------------	--	--------------

Page 8, Tanks, Does the Government expect the Contractor to perform a Condition Survey of every tank and if so, who will be responsible for the associated tank cleaning and gas freeing costs?

Page 8, Hull – It is noted that the RFP limits exterior hull inspection to above the waterline, but in other areas of the RFP, stern tube bearings and propeller surveys are required. Please clarify the underwater requirements.

Page 8, general – it is noted that the crew operates the equipment. With an ROS crew, limited in number, and the number of equipment to be examined and operated for a true Condition Survey, is the Government going to crew to FOS levels during the survey or should the Contractor assume that the ROS crew will handle the majority of inspections, other than a Dock and Sea Trial?

Page 8, Tanks, Will the Government be responsible for any associated tank fluid transfer, storage, and refilling costs for the tanks to be inspected?

Page 8, Ventilation Systems, Does the survey include a thorough inspection of the actual ducting as it passes through the vessel?

Page 7, SOW, Detailed inspections of Zinc Plates is required. This can only be done by opening and inspecting each heat exchanger. Will the crew be responsible for opening the heat exchangers or should the Contractor assume a crew of contractor personnel will be required to perform these actions?

Page 7, SOW, Detailed inspections of capstans, windlasses, and other deck machinery is required. Similar inspections for the USCG vessels require dismantling of the unit to obtain a true condition. To what extent is the Government expecting the Contractor to dismantle deck equipment, understanding that operational tests take a fraction of the time and cost of a true condition survey and that Page 11's Scope, Approach, and Methodology states ... "with minimal invasiveness" ?

Page 7, last line, Does the Government expect the Contractor to perform hydrostatic testing of piping systems to determine true condition and if so, will the Contractor incur the related costs or will the crew perform all hydrostatic testing?

Page 7, last line, The Government is requiring the Contractor to perform a Condition Survey of every tank ladder. Who will be responsible for the associated tank cleaning and gas freeing costs?

Page 8, 2nd line, The Government requires a survey of all hatches. 4th line, the Government requires a survey of all manholes and scuttles. In order to accurately price the effort required to perform a Condition Survey of each one, please provide a list per vessel of all hatches, scuttles, and manholes, preferably with location.

Page 8, 6th line, The Government requires a survey of the vehicle lashing gear. This is normally stored in bins or barrels and will require an inspection of each individual lashing. Please provide the latest inventory list of lashing for each vessel.

Page 8, line 8, Please clarify the Government's requirement for this item. Is this a per space breakdown?

Page 8, line 9, Please provide a breakdown of the type of fittings you want surveyed.

Page 8, 2nd paragraph, Tank heating coils are usually tested by performing hydrostatic testing of the heat pipe systems to determine true condition. Will the Contractor incur the related costs or will the crew perform all hydrostatic testing?

Page 8, 2nd paragraph, Tank Tops are usually NDT tested. How many NDT shots will be required per tank top?

Page 8, 2nd paragraph, Is the Government referring to fixed ballast?

Page 8, 3rd paragraph, Please clarify the requirement for the approval of Oil Majors.

Page 8, 3rd paragraph, Please clarify the requirement for the review of ESP and Class Reports. What do you want the deliverable to be upon review?

Page 8, 4th paragraph, To perform an actual detailed Condition Survey of the Lifeboats and Lifeboat Davits will require a weight test be performed to 125%. Please clarify exactly what the Government expects for a deliverable for this item and whether the weight test will be required and if so, who incurs the related costs.

Page 8, 4th paragraph, Will the testing of the Bridge Console include testing for grounds and shorts and if so, please provide the Contractor the latest wiring schematic for the consoles to be surveyed.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 7 of 32
--	------------------------------------	--	--------------

Page 8, 5th paragraph, Will the Government expect a baseline vibration and thermographic survey be performed on all rotating equipment, including all small motors such as ventilation motors, to use as the benchmark and baseline discussed on the top of Page 7, or will use of existing vibration and thermographic surveys be utilized?

Page 8, 5th paragraph, In order to perform a Condition Survey of the line shaft bearings, caps will need to be removed. Will the crew be responsible for opening the bearings or should the Contractor assume a crew of contractor personnel will be required to perform these actions?

Page 8, 5th paragraph, Is the insulation survey for determining asbestos exposure on the vessel?

Page 7, Line 4, How many Contractor personnel will be allowed to attend the sea trial and for how long would be the sea trial?

Page 8, 5th paragraph, The requirement for surveying machinery spares would indicate that the Government is requesting an updated inventory of existing machinery spares and there condition. Does the Government want the Contractor to inventory spares?

Page 8, 5th paragraph, To perform a Condition Survey of the Boiler Mountings normally would require a survey similar to an eight (8) year mounting survey. Understanding that operational tests take a fraction of the time and cost of a true condition survey and that Page 11's Scope, Approach, and Methodology states "...with minimal invasiveness, please clarify the extend of the survey and deliverable required for the boiler mountings, fittings, and tubing.

Page 8, 5th paragraph, Will load cell tests be required for the generators or will operational tests be sufficient and if so, will that testing be to the extent of COI testing?

Page 8, 5th paragraph, Will past (and new) vibration surveys be acceptable for the Condition Survey of rotating auxiliaries? Operating tests? Open and inspect with operating tests?

Page 8, 5th paragraph, For electrical machinery, please clarify the extent of the survey required. Will resistance testing of all circuits be required? Will Surge or Hi Pot testing be required on motors?

Page 8, 6th paragraph, Please clarify the deliverable requirement for "Consumption of fuel oil, lube oils, and fresh water."

Page 8, 6th paragraph, Will the Government allow the logs or copies of the logs to be removed form the vessel in order to perform the trend analysis required? Please provide an example of the trend analysis deliverable, as there are many approaches to deliverable format.

Page 8, 6th paragraph, Please clarify the deliverable requirement for "General Details of Machinery"

Page 9, Please clarify the deliverable requirement for "Random thickness determination of suspect areas" Also, for bid purposes, what number of shots should the Contractor based the pricing?

Page 9, Please clarify "Measuring Devices."

Page 9, Please clarify "Analysis of fuel oil, lube oil, and boiler/cooling water." Is this a one-time analysis or a review of past reports, or both? If this is an action to be performed at the timeof the survey, please provide the current vendor contact information for each vessel prior to the bid to allow for accurate pricing.

Page 9, Please clarify "...sounding pipes..." Who will be responsible for the associated tank cleaning and gas freeing costs to allow for access to the tanks?

Page 9, Please clarify "...vents" Is this condition survey to include removing and dismantling the air escape check valve assemblies to determine the condition of components?

Page 9, Please clarify "...valves" There are hundreds of valves throughout the vessel, from ¼" to 36". Please clarify the extent of the survey required for each valve. Please provide a per ship list of valves by location.

Page 9, Please clarify "...ventilator trunks and vents" Is this condition survey to include an internal survey of each ventilator trunk to determine the condition of the trunks and ducts?

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 8 of 32
--	------------------------------------	--	--------------

Page 9, Please clarify the scope of work and deliverable for “Ventilation, heating, and air conditioning systems excluding machinery”

Page 9, Please clarify “...soil lines” Is this condition survey to include, as it does on USCG vessels, an internal survey of each soil line to determine the condition of the piping?

Page 9, Lighting fixtures and lights, interior communication, etc.... Are resistance tests of circuits required or is the scope limited to operational testing?

Page 9, Will performance of the Condition Survey on fire related systems require a USCG and ABS certified vendor?

Page 7, Rudder, rudder stock, pintles, gudgeons, stern frame....what is the extent of the inspection that the government expects on these items?

The intent of this RFP is to gather as much information about each of the areas and ship board equipment and systems that is available using historical information, ship board records, past shipyard information (condition reports), maintenance records, inventory records, interviews with personnel, visual examination and other noninvasive methods to establish a baseline condition assessment for each ship as stated in the Purpose Of the RFP on Page 6 & 7. For example Q07 addresses tank inspections, the intent here is to review information available concerning the condition of the tanks; there is no requirement to Open and Inspect each tank but if one is open at the time of inspection the contractor should at a minimum look inside. There is no plan to neither inspect each tank nor accomplish any NDT however; past NDT reports should be reviewed to identify areas of concern. Similarly, there is no intent to inspect zincs however, if a condenser or cooler is open for maintenance or lay-up the contractor should at a minimum note the condition based on his visual examination of the equipment. Past maintenance practices and records should be reviewed to identify areas of possible concern. For example, if one of the CT winches has pooled lube oil in the foundation and it appears that the oil is coming from the seal area of the main hydraulic pump; the contractor would be expected to identify the condition, document it at a minimum photographically and recommend a course of action. It is envisioned that the primary inspection method for all shipboard systems and equipment will be by visual inspection based on maintenance records and historical information gleaned from data found aboard the ships. The contractor is encouraged to describe in his proposal and employ other methods of inspection available that will assist him in the evaluation of each ship that can be accomplished within the time frame allotted. There is no Open and Inspects, Hydrostatic Tests, Special Sea Trials, Main Plant Light-offs or other more aggressive methods used to determine material condition planned at this time. However; this does not preclude the contractor from making sound recommendations to conduct further testing and inspection based on the information and observations he assembled.

7. Page 7, Line 2, “ship ownership transfer benchmark”. Is this a deliverable or a report that the Government will derive from the Contractor’s deliverable?

Page 7, Line 5, ... “identifying extended service life options” Other than the Maintenance Plans detailed on Page 7, Line 3, is this a deliverable or a report that the Government will derive from the Contractor’s deliverable?

The contractor developed report will be the “The ship ownership benchmark and baseline” for each ship. The government should be able to identify “Extended Service Life” items and projects based on the contractors report. If the contractor chose to provide a separate list of proposed extended service life items in his report it would certainly viewed as helpful. The reason the government provided the information found on Page 7 was to give the contractor some insight as to what the government intends to do with the information assembled by the contractor and what the intent of this RFP is.

8. Page 9, Please clarify “...ABC systems”
The term ABC refers to Automatic Boiler Controls and those auxiliary control systems that affect Boiler Performance.

9. Page 9, Please clarify with examples“...Special installations and defense features”
The term Special installations and Defense Features refers to those systems (primarily fire fighting, NBC and Damage Control systems) unique to commercial ships converted for government/military cargo.

10. Page 9, Please clarify the SOW and deliverables for “...photographs”
The term “Photographs” will be removed from this list and added to the Detailed Technical Report in the first sentence to read as follows after the words “positive ship condition aspects identified,” “photographs either assembled from records or taken by the contractor,” detailed technical

11. Page 9, Please clarify the deliverable “...detailed technical vulnerabilities...”

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 9 of 32
--	------------------------------------	--	--------------

Page 9, Please clarify with examples "...risk ratings". Does the Government have a current rating system, other than the CASREP rating, it wishes to see utilized?

The terms "detailed technical vulnerabilities" and "risk ratings" refers to the contractor's evaluation of risk and the areas considered vulnerable (at risk for failure or reduced capability) based on the data and information assembled. The contractor can develop his own method for grading or prioritizing those areas deemed to be at the greatest risk for failure or reduced capability based on his experience with similar issues as long as he fully explains his rationale for the risk.

12. Page 9, The Executive Summary Report is due while the Detailed Technical report, with findings and recommendations, is still being created. Recommend the Executive Report be submitted with, or after, the Technical report to ensure accuracy.

Concur will change the due date for the Executive Summary to be due with the Technical Report. Also plan to revise the spec to add the following requirement at the end of the Statement Of Work on Page 9:

Weekly Progress Meeting – At the end of each week the contractor will meet with the COTR to discuss work accomplished and address problems and concerns.

Periodic Status Report – As each ship is inspected the contractor shall prepare a written preliminary report to MARAD addressing the findings, concerns and areas found on each ship. This report will be due to MARAD within 5 days of completion of each shipboard visit.

13. Page 10, 2b. The Delivery Schedule can be proposed by the Contractor, but only if it is the same or less than the Delivery Schedule noted on Page 30. The May 11th date for all deliverables, even utilizing vendor teams, is very optimistic if the SOW of the Condition Surveys is that true Condition Surveys are to be performed, and not just operational testing. Based on 8 ships and the work to be accomplished in support of each ship, a date 120 days after the award without the NLT May 11, 2008 would seem to be the minimum required work period.

Do not concur with extending the performance to Not later than 11 May 2008. MARAD requires the information to program any urgent requirements into the FY09 budget build.

14. Page 13, 3.f.1. The 8 part submittal is quite large and with such a large amount of information relative to specific requirements in the RFP to be answered by the Government, and then acted upon by the Offeror, the time allotted to create a concise submittal that will be incorporated into the final agreement between the Maritime Administration and the Contractor is not achievable. Lightship respectfully requests a 30-day submittal extension to February 15th, 2008.

Do not concur with extending the submittal date. Time is limited.

15. Page 36, The Government is requiring an Environmental Management Plan for hazardous waste generated. Does the Government expect hazardous waste to be generated in the execution of this contract?

The government does not anticipate that the contractor will generate any Hazardous waste on this project. However, if the contractor does develop any HAZMAT, disposal will be to the contractor's account according to federal state and local laws and regulation.

16. Page 38. No Clauses were referenced.

Two references were addressed as noted in the RFP.

17. Page 7, "...allow the agency to: Provide our customers with well maintained ships while identifying extended service life options for the FSS to reach 60 years service life."

The two sentences above request the Contractor to review the existing maintenance plan and provide recommendations to enable a 60-year vessel service life. Is the Contractor also expected to review and predict supportability of installed equipment for the next 25 years? Is the Contractor expected to review new and upcoming International and American safety/operating/classification regulations and requirements, and make a statement concerning the vessel's abilities to meet these? Is the government expecting any type of fatigue analysis of the vessel hull structure to help it determine the viability of extending vessel life another 25 years?"

Yes the government expects the contractor to review and predict supportability of installed equipment as well as known or proposed new and upcoming safety/operating and classification regulations and requirements for the next 25 years. The government does not expect the contractor to accomplish any fatigue analysis of the vessel hull and structure unless indications were observed during the

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 10 of 32
--	------------------------------------	--	---------------

ship visit that would cause concern; in this case the contractor should make a recommendation to further investigate the condition or observation.

2 PERFORMANCE WORK STATEMENT

Fast Sealift Ships - T-AKR

Description

The Fast Sealift Ships are the fastest cargo ships in the world. The ships can travel at speeds of up to 33 knots and are capable of sailing from the U.S. East Coast to Europe in just six days or to the Persian Gulf via the Suez Canal in 18 days, thus ensuring rapid delivery of military equipment in a crisis. Combined, all eight Fast Sealift Ships can carry nearly all the equipment needed to outfit a full Army mechanized division.

Features

Fast Sealift Ships are roll-on/roll-off and lift-on/lift-off ships equipped with on-board cranes and self-contained ramps that enable the ships to off-load onto lighterage, while anchored at sea or in ports where shore facilities for unloading equipment are unavailable. The vessels are specially suited to transport heavy or bulky unit equipment such as tanks, large wheeled vehicles and helicopters.

Background

All were originally built as container ships for Sea-Land Services, Inc., Port Elizabeth, N.J., but because of high fuel consumption were not cost-effective as merchant ships. Six ships of this class were approved for Military Sealift Command acquisition in FY81 and the remaining two in FY82. The purchase price included 4,000 containers and 800 container chassis for use in container ship configuration. All eight were converted to Fast Sealift Ships, which are vehicle cargo ships. Conversion included the addition of roll-on/roll-off features. The area between the forward and after superstructures allows for emergency, high-hover helicopter lifts. Ninety-three percent of a U.S. Army mechanized division can be lifted using all eight ships. Seven of the class moved thirteen percent of all the cargo transported between the U.S. and Saudi Arabia during and after the first Gulf War. Six were activated for the Somalian operation in December 1992 and all have been used in various operations and exercises since then, including Operation Iraqi Freedom and hurricane relief on the U.S. Gulf Coast. The FSS are all based in Atlantic and Gulf of Mexico ports.

Custody of the U.S. Navy Ships Algol, Altair, Antares, Bellatrix, Capella, Denebola, Pollux, and Regulus was transferred to the Maritime Administration on October 1, 2007. The Maritime Administration has physical custody and management responsibility of these U.S. Naval Ship (USNS) vessels, the associated government equipment and existing service contracts. The ships are maintained in a 5-day readiness status in the Ready Reserve Force, able to activate within 120 hours from notification and be ready for sea. These vessels will be maintained to sustain 180 days of continuous operations. Under Maritime Administration management, the FSS will continue to maintain valid United States Coast Guard Certificates of Inspection and American Bureau of Shipping Loadlines. While the FSS are in Reduced Operating Strength (ROS) status, the Maritime Administration has full operational control (OPCON) and administrative control (ADCON), and is accountable to DOD for the vessels.

Full title to the ships will be transferred to the Maritime Administration October 1, 2008. The Maritime Administration is responsible for the equipping, training, maintenance and operation of the vessels.

FSS maintenance, repair, and operation will continue through FY08 under a ship management services contract with Maersk Line Limited (MLL). The Maritime Administration executes procurement contracting officer authority on this contract and is responsible for providing oversight and direction to MLL. Maintenance and repair actions are coordinated across the RRF to maximize sealift readiness at all times. Direct cognizance of the ANTARES, CAPELLA, DENEbola, and REGULUS is maintained by the Maritime Administration's Division of Atlantic Operations (DAO) and the ALGOL, ALTAIR, BELLATRIX, and POLLUX is maintained by the Division of Gulf Operations (DGO).

The Maritime Administration manages and reports the readiness of the FSS vessels. The reporting of readiness is conducted consistent with the reporting of Ready Reserve Force (RRF) vessels. The following readiness factors apply:

- " C-1 No Mission Degrading Deficiencies: Describes a ship having no known deficiencies which impact its mission or activation within assigned R-Status
- " C-2 Documented and Correctable Mission Degrading Deficiencies: Describes a ship which has mission degrading deficiencies which can be corrected within the assigned R-Status
- " C-3 Mission Degrading Deficiencies: Describes a ship, which can be activated within its prescribed R-Status, but has deficiencies, which cannot be corrected within the R-status, and limits the full mission capability of the ship.
- " C-4 Major Deficiencies that prevent the ship from activating or performing its primary mission and cannot be corrected within the assigned R-Status: Describes a ship that cannot be fully mission capable within the assigned R status, or a ship that has a

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 11 of 32
--	------------------------------------	--	---------------

COI that will expire within 15 days, or a COI that has expired. C4 Status applies to unscheduled or otherwise unplanned events that result in the vessel's downgrade in readiness.

" C-5 Scheduled major repairs in progress; unable to meet assigned R-Status: Describes a ship undergoing scheduled major repairs, which prevent it from meeting its assigned R-Status. C5 is only for planned availabilities.

The Maritime Administration provides readiness updates of the FSS. FSS Class vessel readiness as of November 9, 2007, is as follows:

" USNS ALGOL: C3 at lay berth in Violet, La. Anticipated C2 date: November 20th. No outstanding 835s or ABS recommendations.

" USNS ALTAIR: C-2 at lay berth in Marrero, LA. No outstanding 835s or ABS recommendations.

" USNS ANTARES: C-2 at lay berth on Blount Island Command, in Jacksonville, FL. Outstanding 835 to submit annex to the ship security plan for SSAS system.

" USNS BELLATRIX: C-5 for boiler retubing (continuation of MSC issued contract) at lay berth in Violet, LA. Anticipated C-3 date: 15 December (boiler re-tube completion and testing), anticipated C-2 date 15 January (after CCU completion). Outstanding 835s: Demonstrate boiler automation, weight test starboard lifeboat davit wire, fire and boat drill with full crew.

" USNS CAPELLA: C-2 at lay berth on Blount Island Command, in Jacksonville, FL. Outstanding 835 to submit annex to the ship security plan for SSAS system. Outstanding ABS recommendation to submit fire plan for ABS approval.

" USNS DENEbola: C-5 for stack steel repairs (continuation of MSC issued contract). Vessel can operate on one boiler. ETC 10/17/07. At lay berth on Lamberts Point, in Norfolk, VA. Outstanding 835s: Conduct F&B drill, Provide proof of safe manning IAW COI.

" USNS POLLUX: C-2 at lay berth in Marrero. No outstanding 835s or ABS Recommendations.

" USNS REGULUS: C-2 at lay berth on Lamberts Point, in Norfolk, VA. Outstanding 835: Conduct F&B drills prior to getting underway. COI and SLE have 30 November expiration dates, but inspections will remain open pending underway opportunity.

The Maritime Administration maintains the Ready Reserve Force fleet, located throughout the country, in a reserve status in the event that the Department of Defense needs these ships to support the rapid, massive movement of military supplies and troops for a military exercise or large-scale conflict. The ships are managed by commercial companies and crewed by civilian merchant mariners. When activated, the ships will transfer to MSC control.

General Characteristics, Algol Class

Builder: T-AKR 287, 289, 293; Rotterdamsche D.D.Mij N.V., Rotterdam, the Netherlands T-AKR 288, 291; Rhein Stahl Nordseewerke, Emden, West Germany

T-AKR 290, 292, 294; A G WESSER/BREMEN, West Germany

Propulsion: 2 Foster-Wheeler boilers, 875 psi (61.6kg/cm²); 9500F (5100C); 2 GE MST-19 steam turbines; 120,000 hp (89.5 MW); 2 shafts(60,000/shaft).

Length: 946.2 feet (288.59 meters).

Beam: 106 feet (32.33 meters).

Displacement: 55,350 tons (56,235.6 metric tons) full load.

Speed: 33 knots (37 mph).

Crew: 43 civilians, 12 military technicians (fully operational); 10 civilians (reduced operating status).

Homeport: No homeport assigned.

Ships:

USNS Algol (T-AKR 287) - formerly the MV Sea-Land Exchange (AK 287)

USNS Bellatrix (T-AKR 288) - formerly the MV Sea-Land Trade (AK 288)

USNS Denebola (T-AKR 289) - formerly the MV Sea-Land Resource (AK 289)

USNS Pollux (T-AKR 290) - formerly the MV Sea-Land Market (AK 290)

USNS Altair (T-AKR 291) - formerly the MV Sea-Land Finance (AK 291)

USNS Regulus (T-AKR 292) - formerly the MV Sea-Land Commerce (AK 292)

USNS Capella (T-AKR 293) - formerly the MV Sea-Land McLean (AK 293)

USNS Antares (T-AKR 294) - formerly the MV Sea-Land Galloway (AK 294)

Purpose Of The Request For Proposal

The Maritime Administration is a provider of sealift capacity to support vital national security interests to the Department of Defense and other customers within the maritime industry.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 12 of 32
--	------------------------------------	--	---------------

The Division Of Atlantic Operations(DAO) and Division Of Gulf Operations(DGO) are interested in conducting a third party ship condition assessment on the eight Fast Sealift Ships that will allow the agency to:

Establish a comprehensive ship ownership transfer condition benchmark and baseline for each of the ships.

Review of FSS Preventative Maintenance Plans and provide recommendations if any for greater efficiency/effectiveness to enable 60 year vessel service life.

Evaluate the current equipment, material, and operational readiness status.

Provide our customers with well maintained ships while identifying extended service life options for the FSS to reach a 60 year service life.

The DAO and DGO are seeking to identify and select an outside independent company to provide a solution for the concerns listed above. The remainder of this document provides additional information that will allow a vendor to understand the scope of the effort and develop a proposal in the format desired by the Maritime Administration.

Statement of Work and Deliverables Requirements

Provide specialized ship inspection and quality consultancy services on the eight Fast Sealift Ships (FSS's) described above utilizing the ISO 9001 quality model throughout the process to ensure a thorough inspection with a high quality end product. The Maritime Administration requires that these services be performed by inspectors and consultants who have strong marine backgrounds with operations and management credentials in order to conduct detailed inspections and produce a high quality product, using specialized skills and cutting edge technology, followed by a carefully structured report to ensure that the following Scope of Inspection is well addressed:

Scope of Inspection and Report for each FSS:

Executive Summary at beginning of Each FSS Report

Deck

General condition of interior and exterior hull (above water line), decks (including deck coverings), super structures, and houses
Decks, capstans, mooring equipment, and other deck machinery

Hull fittings, chocks, bits, fairleads, etc.

Storerooms and paint lockers

Zinc plates and cathodic protection system

Anchor windlass, anchors, chain, and chain locker

Cranes (Forward and Aft)

Rudder, rudder stock, pintles, gudgeons, stern frame
Cargo Holds, Hatches, Doors, Ramps, Bulwarks, and Bulkheads
Condition
Holds and deep tanks piping, grating, and ladders

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 13 of 32
--	------------------------------------	--	---------------

Hold and tween deck ceilings and battens
Hatches, coamings, and sideports
Hatch covers and operating gear
Scuttles and manholes
Cargo ventilation system including motors and associated equipment
Cargo control and vehicle lashing gear and equipment
Portable foam application units
Types of cargoes/number of cargo segregation possible
Cargo fittings

Tanks
Inner bottoms - feed water, oil and ballast, including internal piping and heating coils
Fore and aft peak tanks, settlers, sump and sludge tanks, including internal piping and heating coils
Water tanks - domestic
Tank tops throughout ship
Ballast - location, type, and amount

Certification
OCIMF Conformity
Approval of Oil Majors
Status of Class and Statutory Certificates
Review of ESP file, Class Certification Summary Reports, and other Class records
Miscellaneous certification and test records

Lifeboats, Life Rafts, and Equipment
Lifeboat davits
Life-saving Equipment
Navigation
General condition of navigation and communication equipment
Bridge control console and subsystem
Accommodation
General condition of accommodation: public spaces; galley and equipment; dining rooms and equipment; refrigerated spaces - ship's stores; pantry's and equipment; quarters including equipment; lavatories; laundry and equipment; steward's storerooms; hospital and equipment; furniture, fixtures, and furnishings; joiner work, interior doors, and windows.
Elevator condition

Engine Room, Engineering Spaces, and Machinery
General condition of engine room: bilges; steering gear and steering engine room; shaft alleys and stern glands; thrust bearings; line shafts and bearings; tail shafts and stern tube bearings; propellers; fuel oil systems-heaters, strainers, and piping; condensate and vacuum systems and related equipment; feed system including heaters; steam and exhaust lines including reducing valves and regulators; lubricating system including tanks, coolers, and strainers; bilge, ballast, fire lines, and salt water service; refrigeration piping, insulation, and sheathing; compressed air system and equipment; sea valves and connections; insulation-steam and exhaust lines; evaporators, distillers; gauges and instruments; workshops and equipment; operating and recording apparatus; central control console and sub systems; gratings, ladders, rails, and floor plates; storerooms and gear lockers; machinery spares.
Condition of the main engines, turbines; reduction gears; diesel engines; boilers (boiler mountings and fittings, superheaters, economizers and fittings, soot blowers and attachments, uptakes, breechings, and stacks); generators (ship's service turbine, auxiliary diesel, emergency diesel); forced-draft system; pumps; refrigeration machinery; air conditioning and dehumidification machinery; etc.
Maintenance records of machinery
Electrical machinery condition
Main engine performance Evaluation

General
Consumption of fuel oil, lube oils, fresh water
Performance and trend analysis for last five voyages including speed, rpm, consumptions, steering performance, anchor performance, ramps and doors performance, navigation and communication equipment performance, electrical power generation equipment performance, auxiliary machinery performance, etc.
Analysis of vibration, infra red electrical, and thermograph reports
General details of machinery, any major breakdown, repair, etc.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 14 of 32
--	------------------------------------	--	---------------

Major spares on board, shaft, propeller, propeller blades, etc.
 Persistent problems faced by vessel
 Random thickness determination of suspect areas
 Review of ship board and office management system
 ISM certification and compliance
 Safety equipment and measuring devices
 Analysis of fuel oil, lube oil and boiler/cooling water
 Cleanliness and maintenance throughout ship
 Bilge, bilge wells, cofferdams, sounding pipes, vents, reach rods and valves, throughout ship
 Stairs, ladders, rails, and gratings outside machinery space
 Escape trunks
 Ventilator cowls, trunks, and vents
 Machinery foundations outside machinery spaces
 Ventilation, heating, and air conditioning systems excluding machinery
 Plumbing fixtures, soil lines, and scuppers
 Lighting fixtures and lights, interior and exterior
 Interior communications and signal apparatus
 Fire detection and extinguishing systems
 A.B.C. Systems
 Special installations and defense features
 Photographs

At the conclusion of the assessment, the Maritime Administration requires written documentation of the approach, findings, conclusions, and recommendations associated with this project. A formal presentation of the findings and recommendations to senior management may also be required. The documentation should consist of the following:

" Detailed Technical Report

This document is to be developed for the use of the Division of Atlantic Operations and Division of Gulf Operations technical staff which discusses: the methodology employed, positive ship condition aspects identified, detailed technical vulnerability findings, an assignment of a risk rating for each vulnerability, supporting detailed exhibits for vulnerabilities when appropriate, and detailed technical remediation steps. This detailed technical report is to be provided in hard copy and electronically within 2 weeks of inspection completion.

" Executive Summary Report

This document is to be developed for summarizing the scope, approach, findings, and recommendations in a manner suitable for senior management. This executive summary report is to be provided in hard copy and electronically within one week of inspection completion.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 15 of 32
--	------------------------------------	--	---------------

Administrative
Technical Contact

Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:

Name Fred Hoffmann
Address 7737 Hampton Boulevard
Building 4D, Room 211
Norfolk, VA 23505

Phone (757) 441- 3731
FAX (757) 440 - 0321
Email fred.hoffmann@dot.gov

Contractual Contact

Any questions regarding contractual terms and conditions or proposal format must be directed to:

Name Susan Barba
Address 7737 Hampton Boulevard
Building 4D, Room 211
Norfolk, VA 23505

Phone (757) 441- 3268
FAX (757) 441- 6080
Email Susan.barba@dot.gov

3 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

NOVEMBER
R 2007

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 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;

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 16 of 32
--	------------------------------------	--	---------------

- (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) 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.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 17 of 32
--	------------------------------------	--	---------------

(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>).

(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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 18 of 32
--	------------------------------------	--	---------------

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

Reserved.

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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 19 of 32
--	------------------------------------	--	---------------

Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 20 of 32
--	------------------------------------	--	---------------

(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.

(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.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 21 of 32
--	------------------------------------	--	---------------

(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.** **DECEMBE
R 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:

(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.]

__ (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).

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 22 of 32
--	------------------------------------	--	---------------

__ (4) [Reserved]

__ (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.

__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

__ (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.

__ (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).

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).

__ (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)).

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 23 of 32
--	------------------------------------	--	---------------

__ (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).

X_ (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.

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

__ (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).

__ (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.

X (36) 52.222-50, Combating Trafficking in Persons (Aug 2007)

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

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

X__ (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.).

__ (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.

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 24 of 32
--	------------------------------------	--	---------------

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

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

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

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

(ii) 52.222-26, Equal Opportunity (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)

7 INVOICE SUBMISSION - MARAD SAR

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 #)

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 25 of 32
--	------------------------------------	--	---------------

(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 0001-0002 Within 90 calendar days after award. Deliverables must be received NLT May 11, 2008.

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.

Offeror's Proposed Delivery Schedule:

CLINS 0001-0002 Within ____ calendar days after award.

(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 or 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.

9 52.252-02 CLAUSES INCORPORATED BY REFERENCE

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 26 of 32
--	------------------------------------	--	---------------

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

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

Clause	Title	Date
52.219-19	Small Business Concern Representation For The Small Business Competitiveness Demonstration Program	October 2000

10 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

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

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

A certificate of each policy of insurance shall be furnished within three (3) days of request from the Contracting Officer 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 (5) days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by e-mail or facsimile machine.

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

AUGUST
2005

INDEMNITY AND INSURANCE (ADDITIONAL)

(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 \$1,000,000 per accident or occurrence, 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 \$1,000,000.

(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,

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 27 of 32
--	------------------------------------	--	---------------

error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

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

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$1 million bodily injury by accident, each accident - \$1 million bodily injury by disease each accident - \$1 million bodily injury by disease in the aggregate.

(3) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$1 million combined single per occurrence limit for bodily injury and property damage and \$1 million in the aggregate.

(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 US Dept of Transportation, Division of Marine Insurance, 1200 New Jersey Avenue, SE, Washington, DC 20590

(d) **FORM OF CONFIRMATION**

(1) 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 Comprehensive General Liability 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 US Dept of Transportation, Division of Marine Insurance, 1200 New Jersey Avenue, SE, 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.

12 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, Susan Barba, by

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 28 of 32
--	------------------------------------	--	---------------

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.

13 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.

14 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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 29 of 32
--	------------------------------------	--	---------------

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.

(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.

15 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;

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 30 of 32
--	------------------------------------	--	---------------

polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

(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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 31 of 32
--	------------------------------------	--	---------------

materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

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

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

	Document No. DTMA2C08004	Document Title FSS Condition Survey/Report	Page 32 of 32
--	------------------------------------	--	---------------

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.

16 TYPE OF CONTRACT

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)