

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | | | | | |
|---|--|---|--|--|--|---|--|
| 1. DATE OF ORDER 09/15/2011 | | 2. CONTRACT NO. (If any) | | 6. SHIP TO: | | | |
| 3. ORDER NO. DTMA-92-P-2011-0122 | | 4. REQUISITION/REFERENCE NO. MA-PR615-20110721 | | a. NAME OF CONSIGNEE TS KENNEDY | | | |
| 5. ISSUING OFFICE (Address correspondence to) U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204 | | | | b. STREET ADDRESS Massachusetts Maritime Academy 101 Academy Drive | | c. CITY Buzzards Bay | |
| | | | | d. STATE MA | | e. ZIP CODE 02532 | |
| 7. TO: a. NAME OF CONTRACTOR LIGHTSHIP GROUP, LLC ,THE | | | | f. SHIP VIA | | | |
| b. COMPANY NAME DUNS #043640643 | | | | 8. TYPE OF ORDER | | | |
| c. STREET ADDRESS 606 TEN ROD RD UNIT 6 | | | | <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: RFQ SUBMISSION | | <input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. | |
| d. CITY NORTH KINGSTOWN | | e. STATE RI | | f. ZIP CODE 02852-4222 | | | |
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | 10. REQUISITIONING OFFICE DIV. of ATLANTIC OPERATIONS | | | |

| | | | | | | | |
|---|--|--|------------------------|---|---|--|--------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination | | | |
| <input checked="" type="checkbox"/> a. SMALL | | <input type="checkbox"/> b. OTHER THAN SMALL | | <input type="checkbox"/> c. DISADVANTAGED | | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED | | <input type="checkbox"/> e. HUBZone | | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | | |
| 13. PLACE OF | | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | | 16. DISCOUNT TERMS |
| a. INSPECTION Destination | | b. ACCEPTANCE Destination | | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | The purpose of this purchase order is for the provision of services to repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the Continued ... | | | | | |

| | | | | | | |
|--|--|---------------------------|--|----------------------|--|---------------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME MARAD A/P INVOICES | | | | \$27,911.00 | | 17(i) GRAND TOTAL |
| b. STREET ADDRESS (or P.O. Box) P.O. BOX 25710 | | | | \$27,911.00 | | |
| c. CITY OKLAHOMA CITY | | d. STATE OK | | e. ZIP CODE 73125 | | |

| | | | |
|--|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | | 23. NAME (Typed) Monique Leake TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|--|--|

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | |
|-----------------------------|--------------|----------------------------------|
| DATE OF ORDER 09/15/2011 | CONTRACT NO. | ORDER NO. DTMA-92-P-2011-0122 |
|-----------------------------|--------------|----------------------------------|

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | underlayment system. Admin Office: U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204 Mark For: TS KENNEDY Massachusetts Maritime Academy 101 Academy Drive Buzzards Bay MA 02532 Accounting Info: 70X1750SMR.2011.120SMP1070.0000160000.25711. 61006600 Period of Performance: 09/20/2011 to 10/28/2011 | | | | | |
| 0001 | Issued for the provision to repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks in accordance with the attached statement of work. | | | | 25,367.00 | |
| 0002 | SUPPLEMENTAL LABOR- Supplemental expenses are not specifically expected, but OFFERORS are requested to provide a stabilized rate applicable to any work beyond CLIN;s 0001. For pricing purposes, the OFFERORS shall provide their stabilized hourly rate, with extended pricing, for a total of 12 man-hours of supplemental labor. | 12 | HR | 87.00 | 1,044.00 | |
| 0003 | SUPPLEMENTAL MATERIAL- Additional materials are not expected, however, it is requested that the Contractor make allowance for up to \$1,500.00 in supplemental material charges in accordance with the attached SOW. Continued ... | | | | 1,500.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$27,911.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/15/2011

CONTRACT NO.

ORDER NO.

DTMA-92-P-2011-0122

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | <p>In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.</p> <p>The total amount of award: \$27,911.00. The obligation for this award is shown in box 17 (i).</p> | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

STATEMENT OF WORK

TITLE: TS KENNEDY – Provide for the competent and professional services to perform the following:

Repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks and the appropriate number of sealer coats to achieve long term durability.

NOTE: All work shall be coordinated and scheduled with the Contracting Officer's Representative (COTR) and ship to insure services are maintained for the crew and cadets living aboard.

ABSTRACT AND INTENT: The TS Kennedy is a U.S. Government owned "Public Nautical School Ship" provided to the Massachusetts Maritime Academy for the purpose of training young men and women for a career in the U.S. Maritime Industry. It is the intent of this Statement of Work (SOW) for the Contractor to provide all labor, materials, and services (except where noted as being government furnished) to accomplish the following in accordance with all applicable U.S. Coast Guard (USCG) Regulations and American Bureau of Shipping (ABS) Rules:

Repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks and the appropriate number of sealer coats to achieve long term durability. The deck system is Dex-O-Tex Terrazzo M (Fine) thin-section seamless deck covering comprised of attractively colored quartz granules embedded in a clear, epoxy resin binder. It is trowel-applied or broadcast to a thickness of approximately 1/16 inch (3.1 mm) to 1/8 inch (6.35 mm) and an integral cove base can be incorporated to form a continuous joint-free surface. The Terrazzo M (Fine) system has good slip-resistance, resistance to cooking fats and greases, and will provide a durable decking for commissary spaces and interior sanitary and wet spaces. Color: DFS-06

- Cadet Rate Room F0108 head (T/S 01-83-2)
- Cadet Berthing Hold sanitary spaces #322; #431; and #432

LOCATION AND PERIOD OF PERFORMANCE: All work shall be performed aboard the TS Kennedy which is moored at her pier located at the Massachusetts Maritime Academy, 101 Academy Drive, Buzzards Bay, MA 02532. Work shall begin as soon as possible after award and shall be completed prior to 28 October, 2011. Work hours shall be from 0800 to 1600 hrs. Monday through Friday with the exception of Federal and Massachusetts State holidays. Hot work shall not be permitted after 1530 hrs.

REFERENCES:

The drawing reference listed below shall be provided upon request to interested bidders all other references are available for down load from various web sites on the internet.

The references listed below shall be provided upon request to interested bidders.

- a. Drawing No. 9566-601-01 JOINER ARR LWR TWEEN AND BLW
- b. Drawing No. 634-01REV C DECK COVERING SCH

1 GENERAL PROVISIONS

1.1 ABBREVIATIONS/DEFINITIONS

As used throughout this statement of work, the following terms and abbreviations shall have the meaning stated:

| | |
|-------------|---|
| ABS | American Bureau of Shipping |
| ANSI | American National Standards Institute |
| ASME | American Society of Mechanical Engineers |
| CFR | Code of Federal Regulations substitute for (USCG Requirements) |
| CONTRACTOR | Contractor (same as YARD or SHIPYARD if applicable) |
| CONTRACT | Construction Contract between the Owner and the Contractor including these Specifications and the accompanying Contract Drawings. These Specifications are "senior" to Drawings in cases of potential conflict. |
| CRES | Stainless steel (Grade should be specified) |
| COTR | Contracting Officer's Technical Representative is responsible for monitoring the contractor's progress in fulfilling the technical requirements specified in the contract. The COTR ensures that all required documentation and data are submitted in accordance with the procurement deliverable schedule. Should the contractor fail to fulfill the contractual requirements, the COTR must inform the contractor of such failure. The COTR informs the contracting officer of any technical or contractual problems or delays. The COTR maintains administration records, approves invoices and performs final inspection and acceptance of work performed under the contract. The COTR is not authorized to make any commitments or obligations on behalf of the government. The COTR may not grant the contractor permission to deviate from the requirements stated in the contract, nor direct the contractor to perform any work outside that stated in the contract. |
| DWG or DWGS | Contract Drawing or Drawings |
| EOS | Engineer's Operating Station |
| GF | Government Furnished |
| GFE | Government Furnished Equipment |
| LT | Long Ton (2240 LBS) All weights in this Specification are expressed in LT or pounds |
| MARAD | Maritime Administration, U.S. Department of Transportation |
| MAY | This word, or the adjective "OPTIONAL", mean that an item is truly optional. One vendor may choose to include the item because a particular marketplace requires it or because the vendor feels that it enhances the product while another vendor may omit the same item. |
| MUST | This word, or the terms "REQUIRED" or "SHALL", mean that the definition is an absolute requirement of the specification. |

| | |
|-------------------------|---|
| MUST NOT | This phrase, or the phrase "SHALL NOT", mean that the definition is an absolute prohibition of the specification. |
| OWNER | U.S. Department of Transportation Maritime Administration West Building 1200 New Jersey Avenue, SE Washington, DC 20590 |
| QA | Quality Assurance |
| SEAL WELD | Structure which is double continuously welded. |
| SHOULD | This word, or the adjective "RECOMMENDED", mean that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course. |
| SHOULD NOT | This phrase, or the phrase "NOT RECOMMENDED" mean that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behavior described with this label. |
| SPECIFICATION | The specification is an explicit set of requirements to be satisfied by a material, product, or service. |
| STATEMENT OF WORK (SOW) | |
| | A statement of work (SOW) is a formal document that captures and defines the work activities, deliverables and timeline a Contractor will execute against in performance of specified work for the OWNER. In this document the Specification is generally synonymous with the words statement of work (SOW) |
| USCG (CG) | United States Coast Guard |
| VESSEL | T/S Kennedy |
| YARD | Contracting Shipyard as applicable (same as CONTRACTOR) |

1.2 EXPANDED DEFINITIONS

1.2.1 GOVERNMENT FURNISHED

All equipment herein specified as GOVERNMENT FURNISHED (GF) or GOVERNMENT FURNISHED EQUIPMENT (GFE) is to be installed by the CONTRACTOR in such condition that it is completely serviceable under normal conditions of vessel operations. Such installations are to adhere to all applicable specifications of

Regulatory Agencies and are to be to the satisfaction of the COTR. This includes, but is not limited to, the following:

1. Time and materials for assembly.
2. Time and materials for positioning and proper securing
3. Time and materials for connections of piping, wiring, etc.
4. Time and materials for operational testing

All equipment, which is not herein, specified as either GOVERNMENT FURNISHED (GF) or EXISTING shall be provided and installed as detailed above by the CONTRACTOR (CONTRACTOR).

1.2.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE(COTR)

Contracting Officer's Technical Representative is responsible for monitoring the contractor's progress in fulfilling the technical requirements specified in the contract. The COTR ensures that all required documentation and data are submitted in accordance with the procurement deliverable schedule. Should the contractor fail to fulfill the contractual requirements, the COTR must inform the contractor of such failure. The COTR informs the contracting officer of any technical or contractual problems or delays. The COTR maintains administration records, approves invoices and performs final inspection and acceptance of work performed under the contract. The COTR is not authorized to make any commitments or obligations on behalf of the government. The COTR may not grant the contractor permission to deviate from the requirements stated in the contract, nor direct the contractor to perform any work outside that stated in the contract.

1.2.3 GOOD SHIPBUILDING PRACTICE

The term "**good shipbuilding practice**" means construction practices, which are in accordance with soundly **engineered** and **approved processes**. These processes are to meet the requirements contained within this document of SPECIFICATIONS. Construction and testing shall conform to regulatory agency and industry accepted standards so as to ensure that the vessel will meet the general and particular design requirements.

1.2.4 QUALITY ASSURANCE

Inspections by the COTR are for the purpose of verifying the CONTRACTOR's **Quality Assurance Program**. COTR inspections are not to be used as a substitute for in-process control of quality by the CONTRACTOR.

1.2.4.1 The installation, workmanship, and testing shall be to the satisfaction of the Maritime Administration's Contracting Officer's Technical Representative (COTR), the cognizant Officer in Charge, Marine Inspection (OCMI), and the American Bureau of Shipping Surveyor.

Note: The ABS Surveyor for the ship is *Mr. Jason Brooks, tel: (508) 280-7106*. Since T. S. KENNEDY is a Public Nautical Schoolship, there will be no charge for USCG Inspector services.

1.2.4.2 The contractor will prepare and submit a Quality Assurance Plan to the COTR for his approval. The QA Plan shall fully address in process inspections and testing. The plan shall also address contractor scheduling and arranging of all regulatory body and owner inspections. Once approved by the COTR, the contractor will follow the Quality Assurance Plan without deviation.

1.2.5 SOLE SOURCE/BID SUBSTITUTIONS

It is not necessary to quote all material and equipment as "sole source" unless expressly stated in these Specifications. The CONTRACTOR will be permitted to submit bids containing substitutions as long as such substitutions are clearly stated and detailed. Any bid substitution must be **equal** to the specified model, must be sufficiently documented to prove equality, and must meet the performance requirements of the vessel.

The CONTRACTOR is responsible for all additional costs associated with proposed substitutions including, but not limited to, required engineering expenses. In this regard, the specifications herein are guidelines for minimum performance requirements. If those specifications are not offered by a particular manufacturer, product, or model, the CONTRACTOR will be expected to include a separate list of all discrepancies. Substituted manufacturers, products, or models will not be considered unless they have been demonstrated to be equal to or exceeding the quality, durability and design and the minimum performance functions of the specified equipment. Any proposed substitution must conform substantially to the specified requirements for the machinery and/or equipment.

1.2.8 CONFLICTS - SPECIFICATIONS/DRAWINGS

Where Specifications and Drawings are not in agreement, it is the responsibility of the CONTRACTOR to notify the COTR in writing that such a disagreement does exist and request resolution of same. Generally, the **Specifications** are to be considered senior to the **Contract Drawings, however**, there may be instances where, by mutual agreement, this priority may be reversed. Written notification, therefore, is essential and required.

1.3 INTENT AND GENERAL SPECIFICATION REQUIREMENTS

1.3.1 GENERAL

Repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks and the appropriate number of sealer coats to achieve long term durability.

NOTE: All work shall be coordinated and scheduled with the Contracting Officer's Representative (COTR) and ship to insure services are maintained for the crew and cadets living aboard.

These Specifications, attachments and the drawings are intended to give the CONTRACTOR information to perform the work as listed in the abstract and intent section of this statement of work. This list is a guide only and does not reflect all of the specific requirements of the work.

1.3.2 ERRORS/OMISSIONS

In the event that there are found to be errors or omissions in these Specifications or in the accompanying Drawings that would have an adverse affect upon the completion of this contract and/or delivery to the OWNER of a product that is complete, functional, and seaworthy, the CONTRACTOR shall call attention to such errors or omissions in his bid package.

Minor design errors or omissions shall be properly addressed by the CONTRACTOR in the normal course of the contract performance. Major design errors or omissions shall be resolved by Change Orders.

1.3.3 SPECIFICATIONS IN EXCESS

Although the Drawings & Specifications contemplate a project, which will be completed in accordance with the requirements of the several regulatory bodies referred to herein, in certain respects the Contract Drawings and Specifications may be in excess of such requirements and must not be changed except on written approval of the COTR (Reference Section 1.7).

If the CONTRACTOR is of the opinion that any aspect of the Contract Drawings and Specifications are so stringent, that his Company is unwilling or incapable of completing the Project within those parameters; it is the **CONTRACTOR's obligation** to provide **written** notification of such a conflict to the OWNER in his bid package. If such notification is not included with the bid package, it is held that the CONTRACTOR agrees with and will complete the project in compliance with the specifications as set forth.

| | |
|---|---------------------------------------|
| | and applicable Passenger Vessel Rules |
| v. Fuel Oil Storage Capacity, 98% Full | 11793.95 Bbls |
| w. Fuel Oil Settling Capacity, 98% Full | 1472.72 Bbls |
| x. Diesel Oil – Emergency Generator Tank | 896 Gallons |
| y. Fresh Water, 100% Full | 31731 Gallons |
| z. Distilled Water, 100% Full | 5730 Gallons |
| aa. Reserve Feed Water | 38896 Gallons |
| bb. Lube Oil – Gravity, 100% | 1234 Gallons |
| cc. Lube Oil – Storage, 100% | 1314 Gallons |
| dd. SW Clean Ballast, 100% Full | 998.36 Tons |
| ee. Permanent Fixed Ballast | 3546 LT |
| ff. Liquid Mud Fixed Ballast, 100% Full | 873.3 LT |
| gg. Heavy Fuel Oil (for Aux Diesel Gen) | 4036 Gallons |
| hh. Diesel Oil (for Aux Diesel Gen) | 971 Gallons |
| ii. Clean Lube Oil (for Aux Diesel Gen) | 207 Gallons |
| jj. Sludge/Dirty Oil (for Aux Diesel Gen) | 412 Gallons |

1.5 DRAWING, CORRESPONDENCE, AND COMMUNICATION PROCEDURES

The CONTRACTOR shall provide the COTR with a copy of all correspondence relating to this work, which the CONTRACTOR has with Regulatory Bodies, in particular, the USCG (MSC) Washington, American Bureau of Shipping (ABS) and the Local OCMI.

The CONTRACTOR shall invite the COTR to be present during all discussions relating to this vessel, which he may have with the Representatives of Regulatory Bodies, in particular, with the Local OCMI or representatives of that office.

These documents and discussions may include, but are not limited to, the design, construction of modules, ripouts, and relocations, installation of equipment and machinery, testing, sea trials, delivery, and operation of the vessel.

1.6 LAWS, CLASSIFICATION, RULES, REGULATIONS, STANDARDS, CERTIFICATES

1.6.1 COMPLIANCE

The vessel, as delivered, shall comply with the requirements of relevant State and Federal Regulatory Agencies. These shall include:

- USCG: 46 CFR Subchapter "R" PART 167—PUBLIC NAUTICAL SCHOOL SHIPS,
- USPHS: Publication No.393, "Handbook on Sanitation of Vessel Construction"
- USCG: "International Rules of the Road"
- Institute of Electrical & Electronics Engineers Standards #45
- Federal Communications Commission
- Classification: ABS/USCG (Subchapter R) IMO & SOLAS
- Class notation: Unrestricted service, ✕A1 E, ✕AMS, and applicable Passenger Vessel

1.6.2 DOCUMENTATION

All necessary certifications and/or documents covering the approval of and indicating compliance with subject regulations shall be obtained by the CONTRACTOR and supplied to the OWNER.

1.6.3 SUBSEQUENT REGULATORY CHANGES

IF: CONTRACT changes are required by modifications or additions to the Laws or Regulations of the Commonwealth of Massachusetts, the United States, the Regulatory Agencies listed in 1.9.1, or any governmental body or board thereafter organized or created;

AND: Such changes require an increase or decrease in the cost of the vessel, and occur within a period of 30 days following the Bid Opening;

THEN: It is agreed by the CONTRACTOR and OWNER to re-negotiate the CONTRACT PRICE and/or DELIVERY DATE in light of such changes.

1.7 CONTRACT AND GUIDANCE DRAWINGS

1.7.1 GENERAL

The Contractor shall submit DWGS, permits or other correspondence required by regulation for review and approval. Submittals will commence upon signing a Contract with the successful bidder. The Contractor is tasked to keep the COTR and the operator apprised of the status of such submittals.

1.7.2 EXISTING VESSEL INFORMATIONAL DRAWINGS

Existing vessel informational drawings are available from the Chief Engineer, and should be requested in writing if required; it should be understood that the vessel has been in service for a number of years and had a number of conversions bidders should be cautioned as the accuracy of the existing vessel drawings cannot be verified, bidders should be specific about what information they are seeking from the existing drawings. Requested drawings will be forward to all interested bidders. Drawings will be provided in electronic format when available. The OWNER does not warrant the accuracy of these plans and requires the CONTRACTOR to verify by physical ship check any and all of the existing plans prior to submitting their bid.

1.7.3 INTERFERENCES/ACCESS

The elimination of all equipment interferences; and the location or relocation of machinery, pumps, piping, wiring, ductwork and misc. equipment so that proper access for operation and maintenance can be readily achieved is the CONTRACTOR responsibility. It is essential that the CONTRACTOR is aware of his obligation in this regard. The CONTRACTOR is responsible to see that **ALL INSTALLATIONS** are arranged, constructed, and/or relocated in "good shipbuilding practice" and that they adhere to the requirements of the CFR. The CONTRACTOR and the COTR are mutually responsible for the maintenance of ongoing communications, inspections, and approvals as construction progresses.

1.8 HEADROOM

Clear headroom in accommodations, working, public spaces, passageways, and toilet and shower spaces shall be as high as possible but shall not be less than 7 feet 0 inches. Clear headroom under local points such as ducts, piping, lights, girders, etc. shall not be less than 6 feet 8 inches in the above spaces and will be the subject of individual, case by case, written approval from the COTR. In way of double berths, clear headroom (ceiling height) shall be not less than 7 feet 0 inches above the finished deck.

1.9 ACCESS & MAINTENANCE REQUIREMENTS

1.9.1 GENERAL

The structure and layout of any added machinery and equipment shall be designed and constructed to permit ready access to all parts for operation, inspection, maintenance and repair without removal or disturbance of other structure or equipment. Ladders, doors, manholes, scuttles, bolted plates, etc. shall be provided as required for

access. If conversion structure or installations affect access to existing machinery and equipment, satisfactory steps shall be taken to re-route reasonable access.

1.10 VENDORS/SUBCONTRACTORS

1.10.1 JOINER SUBCONTRACTOR

CONTRACTOR may, as part of this Contract, engage the services of a Joiner Subcontractor to provide the services to accomplish the work scope defined in this specification.

1.10.2 ASBESTOS SUBCONTRACTOR

The CONTRACTOR shall, if required as part of this Contract, engage the services of a certified asbestos subcontractor (unless the CONTRACTOR has in-house capability) to remove and dispose of properly all asbestos removed or disturbed for the performance of this contract. The CONTRACTOR shall perform a survey of the vessel to determine the amount of asbestos removal required. The COTR and CONTRACTOR shall make a survey prior to the acceptance of this work as completed. A survey report shall be submitted to the COTR for approval.

Note: The OWNER hereby informs the CONTRACTOR that the existing vessel does contain asbestos and that the CONTRACTOR is specifically required to provide certification that the CONTRACTOR is a certified asbestos abatement contractor or that the CONTRACTOR has engaged a certified asbestos abatement subcontractor in accordance with enclosure 2.. This certified Contractor or Subcontractor is responsible for the proper removal of asbestos containing material (ACM) from the vessel and subsequent proper disposal of asbestos containing materials that originate from the vessel.

1.10.3 VENDOR LISTING

The CONTRACTOR shall provide the COTR with a listing of major Vendors and Subcontractors being employed on the contract. The list shall include name; address; telephone and fax numbers; e-mail address; purchase order or contract number; and an equipment or service description. This list will be for the purpose of enabling the OWNER to effectively communicate with vendors and subcontractors working on the job and to give a baseline for the entry of the vessel as converted into the OWNER electronic contact system.

An initial Vendor/Contractor List shall be provided not more than 10 days after contract signing and shall be updated, as required, every 30 days thereafter over the course of the contract. At the OWNER request, the CONTRACTOR will make arrangements for the OWNER (at the OWNER expense) to visit the Vendor's or Subcontractor's facility for the purpose of quality assurance and/or testing.

1.11 ACCESS TO YARD/VESSEL/DOCUMENTS (IF APPLICABLE)

1.11.1 ACCESS TO YARD/VESSEL

The Government Representatives (COTR) shall be afforded access to the CONTRACTOR Shipyard, the COTR's offices, and the vessel 24 hours a day for the duration of the Contract and for a reasonable time after delivery or until such time as the vessel departs the CONTRACTOR facility for her home port (if applicable) .

1.11.2 ACCESS TO DOCUMENTS

The OWNER and/or COTR shall have ready access during normal working hours to all documentation concerning the vessel including but not necessarily limited to: Drawings; Specifications; Technical Information; Engineering Calculations; Schedules; Test & Inspection Reports; Relevant Subcontractor Documents; Regulatory Body Reports; Approvals; Recommendations; and the Contractor's Detailed Contract Estimate.

1.12 INSPECTIONS

1.12.1 GENERAL

All materials and workmanship shall be subject to inspection by the COTR, ABS, the USCG and other regulatory bodies having jurisdiction. All inspection and observation of tests by the COTR will be performed in such a manner as not to unnecessarily delay the contract work.

The COTR shall promptly approve all work and material conforming to the requirements of this Specification and shall promptly reject all work and materials, which do not conform. Such rejected work or material shall be satisfactorily corrected.

1.12.2 SCHEDULING & ATTENDANCE

The CONTRACTOR is responsible for scheduling and presenting all completed work for Acceptance Inspections and for giving written ADEQUATE NOTICE of 24 HOURS to the COTR and other required inspection agencies that such work is complete, has been passed by the CONTRACTOR QA, and is ready for such inspection. Inspections shall, when possible, be scheduled and accomplished during normal workdays on the CONTRACTOR day shift.

The COTR will make every effort to maintain communications with the parties involved and to report to the inspection site per agreed schedule. If the COTR is unable to keep the schedule, he shall notify the CONTRACTOR as soon as possible and reschedule for a mutually agreeable time. Failure of the COTR to attend an inspection does not constitute an acceptance of the work. Inspections by ABS, the Coast Guard or other agency do not eliminate these requirements for inspection and acceptance by the COTR.

1.12.3 PREPARATIONS

Work presented for inspection shall be complete in all respects, clean, free of debris, scrap, lines, welding wire ends and all temporary gear. Reasonable accommodations shall have been made for access, lighting, and fresh air supply in advance of the inspection party.

1.12.4 COVERINGS

Prior to the application/installation of paint, deck covering, insulation, sheathing, joiner work, ceilings, etc., all structure and weld that is to be covered will be given final inspection and will be signed off on by the COTR. It must be clearly understood by the CONTRACTOR that the COTR has the right and option to require removal of any or all coverings for inspection in areas that have not been previously inspected and passed. This requirement makes it essential that weekend and night shift foremen, for both CONTRACTOR and Subcontractors, be in close communication with the QA Department and Project Manager.

1.12.5 RE-INSPECTIONS

Any welding, burning, heat shrinking, etc. which is performed as rework, repair, or on change orders after an inspection has been completed, may require (at the COTR's option) the removal of any or all coverings for re-inspection of plate, welds, etc. This requirement will further emphasize the necessity of a formal QA Inspection process and the necessity for close communications between CONTRACTOR and COTR. An initial inspection in no way negates the requirement for re-inspection if an area is reworked in any manner.

1.12.6 COMPARTMENT COMPLETIONS

Living spaces, workspaces and control/machinery spaces shall be inspected and certified complete by the COTR and the CONTRACTOR representative. A compartment shall not be considered accepted until the inspection is complete, deficiencies are corrected, and the COTR and CONTRACTOR have signed off on the space. At this time, so far as is possible, the compartment shall be secured and no further work shall be conducted within the space unless approved by the mutual consent of the COTR and CONTRACTOR.

The intent of the foregoing paragraph is to guarantee that the OWNER will receive, at delivery, a fully operational vessel which is immediately capable of entering service. Any pre-existing deficiencies not covered in these Specifications or Drawings will be subject to correction at the OWNER expense.

1.13 PROGRESS REVIEW MEETINGS

The CONTRACTOR and COTR shall hold progress review meetings every (2) week to be held at the CONTRACTOR facility or such other location as approved by both parties beginning (2) weeks after the delivery of the vessel to the CONTRACTOR facility. The purpose of the meetings is to discuss, report, and resolve problems relative to progress, anticipated delays, cost experience in relation to budget and projected end costs, staffing, schedules, receipt of GFE (if any), CONTRACTOR furnished material, production problems (including Subcontractor problems), and other related matters.

1.14 GUARANTEES

All guarantees or warranties shall begin at the completion of final acceptance the completed work detailed in the specification by the COTR.

1.15 MATERIALS AND WORKMANSHIP

1.15.1 MATERIAL GENERAL

All material, unless otherwise specified herein, shall be of commercial quality; suitable for marine environment; and shall conform to ASTM, Federal, Military, SAE, ABS, and USCG (CFR) requirements. All materials shall be free from imperfections of manufacture and from defects, which adversely affect appearance or serviceability.

1.15.2 WORKMANSHIP GENERAL

All workmanship shall be first-class in all respects. All material, machinery, equipment, pieces and/or parts specified herein and installed in the converted vessel shall be suitable for the marine service intended.

1.15.3 MATERIAL MILITARY SPECS

Where Military or Federal Specifications are referred to herein, they are referenced solely to indicate the degree of quality of material required. The furnishing of material or items in strict compliance with the detailed requirements of these Military/Federal Specs is not intended.

1.15.4 STORAGE/PROTECTION

All material and equipment intended for the vessel in any form, whether CONTRACTOR or GF, shall be adequately stored and protected from the elements and shall be given appropriate security by the CONTRACTOR. Due consideration shall be given to the nature of particular equipment or material with storage and security mutually agreed upon by COTR and CONTRACTOR. Inside storage shall be required for all equipment and material that will be located on the interior of the vessel.

The CONTRACTOR shall be responsible during construction and prior to vessel delivery for the protection of all items installed with finished surfaces such as joiner panels, door frames, deck coverings, joiner ceilings, countertops, furniture, etc.

1.16 CONTRACTOR'S OBLIGATION

The CONTRACTOR is to provide all plant infrastructure, labor, transportation for employees, supplies as required, fuel for vehicles and machinery, water, power, lighting, air, steam, crane and forklift services, CONTRACTOR communications, line handling, wharfage, towing and shifting services.

1.17 HULL PROTECTION

1.17.1 WELDING

Rigid control of welding and grounding shall be maintained for the protection of hull and hull appendages. Care shall be taken that the welding polarity and ground connections of welding machines used on this vessel, other vessels in the immediate vicinity, or on the dock to which the vessel is moored shall be such as not to damage any parts of the vessel. The CONTRACTOR shall adequately protect, in all respects, the underwater part of the hull prior to delivery.

2 GENERAL REQUIREMENTS ALL FOR WORK

2.1 GENERAL REQUIREMENTS: The Contractor shall provide ALL labor, materials and services (except where noted as "Government Furnished" or "GFM") in order to accomplish the "Intent" of this SOW and all work described herein. This SOW also includes, by reference, all work defined within the "Notes" sections of the referenced drawings to include General Notes, Removal Notes, Test Notes, Special Notes, etc.

- 2.1.1 Coordination and Communications: All work performed by the Contractor shall be coordinated through the U.S. Maritime Administration (MARAD) Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR). Prior to the start and at the end of each work day, the Contractor's Supervisor shall meet with the COTR to discuss the work planned and/or accomplished. This meeting should not take longer than 5 minutes.
- 2.1.2 Applicability of Rules and Regulations: All work shall be performed in accordance with all applicable U.S. Coast Guard (USCG) Regulations and American Bureau of Shipping (ABS) Rules to include the requirements of the attending USCG Inspector and ABS Surveyor.
- 2.1.3 Regulatory Call Outs: The Contractor shall advise the COTR not less than 24 hours in advance of the date and time when they shall be ready for USCG or ABS attendance. Requests for their attendance shall be made by the COTR. Charges for the ABS Surveyor's attendance shall be to the Government's (Owner's) account. As a Public Nautical Schoolship, there will not be any charges for the USCG Inspector.
- 2.1.4 Material Requirements: All piping, take down joints, bolting, fittings and valves shall comply with that specified in the existing drawings. Where a drawing is not specific with regard to the materials required, those materials and any additional materials needed to perform this SOW shall comply with ASTM F1155-98 (2004) for the particular service employed. If additional materials (beyond those estimated in the drawing material lists) are required to accomplish this SOW, it shall be the Contractor's responsibility to procure those materials and install them at their expense.
- 2.1.5 Welding Requirements: All piping and structural welding shall be performed by welders possessing ABS certification for the welds they perform. The Contractor shall provide the COTR with copies of each welder's certification prior to the start of the work. In addition, a copy of the Contractor's approved welding procedures (which will be used in the execution of this SOW) shall be provided to the COTR prior to the start of the work.
- 2.1.6 Electrical Requirements: All electrical work shall be supervised by a licensed commercial electrician or an individual with extensive marine electrical installation experience. The Contractor shall provide the COTR with documentation of either prior to the start of the work.
- 2.1.7 Services: 115 volt outlets and lighting shall be powered up and available to the Contractor where possible and where outlets and lights are currently installed throughout the ship. A fresh water

faucet shall be made available for the filling of portable fire extinguishers. All other services must be provided by the Contractor.

- 2.1.8 Damaged and/or Disturbed Areas: Items damaged during removals and/or re-installations shall be replaced at the Contractor's expense. All disturbed areas resulting from this SOW shall be returned to a condition equal to or better than originally found. Welding blankets shall be employed in the vicinity of hot work in order to protect the surrounding surfaces. Herculite or similar floor coverings shall be used in areas experiencing high traffic in order to protect the decking materials.
- 2.1.9 Trash Disposal and Cleanliness: All fluids, dirt, debris or other materials drained, deposited or generated as a result of the execution of this SOW shall be removed and properly disposed of and the affected surfaces thoroughly cleaned (to include the surfaces of machinery and equipment, bilges, bulkheads, decks, overheads, ventilation ducts, etc.)
- 2.1.10 Penetrations and Compensations: All new penetrations and compensations (resulting from the routing of new piping and/or wiring through bulkheads, beams, and decks) created in the execution of this SOW shall be performed in accordance with the requirements of the National Shipbuilding Research Program guidelines. These guidelines shall be provided upon request to interested bidders. If piping and/or electrical penetrations need to be re-routed slightly from the routes indicated in the drawings in order to comply with these guidelines, it shall be accomplished via a no-cost change order and at the Contractor's expense.
- 2.1.11 Cable Transit Penetrations: All new cable transit penetrations shall meet the structural fire protection requirements of the bulkhead or deck through which they penetrate. All re-worked or disturbed cable transit penetrations shall be made complete and left in a condition which meets all applicable structural fire protection requirements. It is the Contractor's prerogative as to whether or not they wish to create a new penetration rather than re-work an existing one to ensure that it meets regulations.
- 2.1.12 Coating of New or Disturbed Steel: All new or disturbed steel (to include all piping, foundations, brackets, etc.) shall be prepared and coated in accordance with the MARAD Standard Coatings Guidelines. Final top coat colors shall match the surrounding areas. These guidelines shall be provided upon request to the interested bidders.
- 2.1.13 Correcting Deficiencies: The Contractor shall be required to correct any deficiencies in their work or the materials they supplied as soon as practical after discovering the deficiency. Deficiencies in existing or supplied GFM material shall NOT be the responsibility of the Contractor.
- 2.1.14 Scrap: Unless specified otherwise by the COTR, all scrap material resulting from this SOW shall be disposed of by the Contractor. The Contractor's bid price shall include a credit for the value of all scrap generated as a result of this SOW. A copy of the scrap receipt and credit provided shall be provided to the COTR at the completion of this SOW.

2.2 SAFETY AND SECURITY: The Contractor shall adhere to all safety procedures employed aboard the ship by the Massachusetts Maritime Academy to include the following:

- 2.2.1 PPE: All persons working aboard the ship shall employ the proper personnel protective equipment (PPE) for the work being accomplished. At a minimum, hard hat, safety glasses and work shoes are required.
- 2.2.2 Hot Work: All areas requiring hot work shall first be certified "safe for hot work" by a certified Marine Chemist. These areas shall be maintained as such during the period of this contract by a certified Competent Person (in accordance with the conditions of the Marine Chemists certificate) employed by the Contractor. In addition, all hot work shall require a signed TS KENNEDY hot

work permit from one of the ship's officers in order for the ship's crew to be cognizant of where and when hot work is taking place. A proper fire watch shall be employed on each side of a surface where hot work is taking place unless, of course, the other side of the surface has been inerted. Use of the ship's portable extinguishers is not permitted except in an emergency. The Contractor's portable extinguishers shall be maintained fully charged at the beginning of each work day. There shall always be not less than one fully charged extinguisher at each location where hot work is being performed.

- 2.2.3 Tripping Hazards: All Contractor's equipment, including hoses and cables, shall be positioned in a manner not to cause a tripping hazard or obstruct passageways. Cables and hoses shall not be lead through doorways or down ladder ways whenever possible. If it is required that a cable or hose be run through a doorway or watertight door, they shall be protected by running them through a short section of heavy walled pipe. All hoses, cables and the short section of piping shall be removed from all doors (including watertight doors) at the end of each work day.
- 2.2.4 Oxy-Acetylene: All oxygen and acetylene bottles shall be kept on the pier and secured along the dock. The Contractor shall be aware that the ship can shift with the changing tides and currents and that sufficient excess hose must be supplied. All oxygen and acetylene hoses shall be disconnected at their bottles at the end of each work day and coiled up such that no hoses or sections of piping are left passing through any doors. All hoses shall be in good condition without signs of any visible damage.
- 2.2.5 Welding and/or Electrical Cables: The Contractor shall be aware that the ship can shift with the changing tides and currents and that sufficient excess cable must be supplied. During the work day, any welding cables or electrical cables shall be run through short sections of heavy wall steel piping where they pass through any water tight doors. These cables shall be disconnected at the end of each work day and coiled up such that no cables or sections of piping are left passing through any doors. All cables shall be in good condition without splices, damaged insulation or exposed conductors.
- 2.2.6 Lock out/Tag Out: All work involving any stored energy (electricity, fluids under pressure, etc.) shall require that the device be locked out/tagged out in accordance with the T. S. KENNEDY's lock out/tag out procedures. The Contractor shall receive written permission from the Chief Engineer prior to energizing or de-energizing these devices. This permission shall be accomplished by way of an entry in the ship's lock out/tag out record book by one of the engineering officers. Requests for lock out/tag out shall be made not less than 2 hours before requiring them. The Contractor shall provide their own locks and tags. A minimum of two valve protection (or a valve and blind flange) shall be employed at all times on any sea water piping during the execution of this SOW.
- 2.2.7 Working Aloft: All persons needing to work aloft shall do so in accordance with the ship's going aloft procedures. Permission to work aloft shall be obtained by the Chief Mate by way of a signed working aloft permit. The Contractor shall provide their own safety harnesses and gear.
- 2.2.8 Confined Space Entry: No person may enter a confined space without a safe for entry (safe for workers) permit issued by a Marine Chemist. These areas shall be maintained as such during the period of this contract by a certified competent person employed by the Contractor.
- 2.2.9 Smoking: Smoking is not permitted aboard the ship or on the Massachusetts Maritime Academy grounds.
- 2.2.10 TWIC: All persons working aboard the ship shall be in possession of a Transportation Worker's Identification Credential (TWIC). All persons with a TWIC shall be provided a temporary access card which will require scanning at each boarding and disembarking of the ship. Quick trips to the pier for tools or the like shall not require scanning in/out providing the cadet watch is informed and the Contractor's employee remains within sight of the watch. A list of all employees working

this SOW shall be provided by the Contractor to the Chief Mate before the start of the work and whenever any personnel changes are made.

- 2.2.11 Work Days/Hours: Work days/hours shall be Monday thru Friday, 0800 to 1600 hrs not including Federal and/or Massachusetts State holidays (no hot work will be performed after 1530 hrs).
- 2.2.12 Loading of Tools and/or Equipment: Contractors shall be permitted to load/unload tools and materials at the Academy pier alongside the ship. The ship's crew shall make every effort to operate the ship's cranes when needed for small items such as "gang" boxes and light materials (less than 1,000 lbs). Request for this service shall be made at least one day prior to needing the crane. Availability of the ship's cranes is not guaranteed. Loading of heavy and/or bulky materials shall be the responsibility of the Contractor.
- 2.2.13 Fueled Equipment: Any equipment or machinery containing fuel or oil must be operated on the pier and placed in a containment capable of holding all fuel or oil in that equipment.
- 2.2.14 Parking: Vehicle parking is limited. If parking becomes overcrowded, it may be necessary for the Contractor to shuttle workers to and from the ship from a remote parking area approximately ¼ mile away. Parking permits shall be required for any vehicles parked along the pier. These permits may be obtained from the Chief Mate for a limited number of vehicles based on the Academy's other activities during the execution of this SOW.
- 2.2.15 Contractor Trailers: If the Contractor desires to leave a work trailer on the pier or Academy grounds, it shall be in a location agreed to by the Chief Mate and the Massachusetts Maritime Academy Police Department. Work trailers and other vehicles must never obstruct emergency (fire and ambulance) vehicle access to the ship.
- 2.2.16 Toilet Facilities: The Contractor shall be required to provide portable toilet facilities for their crew. The Chief Mate shall designate a space on the dock for them to be placed. The Contractor shall maintain them clean and shall empty them as required.

3. DETAILED DESCRIPTION OF CONTRACT LINE ITEMS

3.1 **CLIN 0001**- Repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks and the appropriate number of sealer coats to achieve long term durability. The deck system is Dex-O-Tex, Terrazzo M (Fine) , and is a thin-section seamless deck covering comprised of attractively colored quartz granules embedded in a clear, epoxy resin binder. It is trowel-applied or broadcast to a thickness of approximately 1/16 inch (3.1 mm) to 1/8 inch (6.35 mm) and an integral cove base can be incorporated to form a continuous joint-free surface. The Terrazzo M (Fine) system has good slip-resistance, resistance to cooking fats and greases, and will provide a durable decking for commissary spaces and interior sanitary and wet spaces. Color: DFS-06

3.1.1 Location:

Cadet Rate Room F0108 head (T/S 01-83-2)
Cadet Berthing Hold sanitary spaces #322; #431; and #432

3.1.2 Government Furnished Material: None

3.1.3 The contractor shall repair the damaged decks in like kind.

3.1.4 Description: Repair and renew the failing deck surfaces in the described compartments, the repair will include the appropriate preparation of the steel decks and restoration of the underlayment system. The renewal will include a complete resurfacing of the decks and

the appropriate number of sealer coats to achieve long term durability. All installations shall meet the flooring manufactures installation instructions.

- 3.3 **CLIN 0002- SUPPLEMENTAL LABOR-** Supplemental expenses are not specifically expected, but OFFERORS are requested to provide a stabilized rate applicable to any work beyond CLIN's 0001. For pricing purposes, the OFFERORS shall provide their stabilized hourly rate, with extended pricing, for a total of 12 man-hours of supplemental labor. This funding, if required, will be tasked by the COTR via Change Order.
- 3.4 **CLIN 0003- SUPPLEMENTAL MATERIAL-** Additional materials are not expected, however, it is requested that the Contractor make allowance for up to \$1,500.00 in supplemental material charges. This funding, if required, shall be issued by the COTR via a Change Order. Invoices for these materials shall be provided to the COTR upon request,

The following FAR and Transportation Acquisition Manual (TAM) provisions and clauses apply to this purchase order (DTMA-92-P-2011-0122) and are incorporated by reference.

52.252-2 Clauses Incorporated by Reference

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

Federal Acquisition Regulations (52.) <https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Transportation Acquisition Regulations (1252.) <http://www.dot.gov/ost/m60/tamtar/part1252.htm>

U.S. Maritime Administration Provisions and Clauses (MCL.) https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

52.204-7 Central Contractor Registration;

52.212-1 Instructions to Offerors-Commercial Items;

52.212-3 Alt I Offeror Representations and Certifications - Commercial Items

(Offerors are required to include a completed copy of this provision with their quote or a statement stating that it is available via the ORCA website, <http://orca.bpn.gov>.)

52.212-4 Contract Terms and Conditions-Commercial Items;

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items; within FAR Clause 52.112-5(b) and (c), the following Items are designed by the Contracting Officer to apply to the solicitation:

52.219-28 Post-Award Small Business Program Representation.

52.222-3 Convict Labor,

52.222-19 Child Labor - Cooperation with Authorities and Remedies,

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

52.222-36 Affirmative Action for Workers with Disabilities, (Over 15K)

52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Over 25K)

52.225-13 Restrictions on Certain Foreign Purchases, and

52.232-33 Payment by Electronic Funds Transfer --Central Contractor Registration

52.222-41 Service Contract Act

52.223-18 Encouraging Contractor Policy to Ban Text Messaging While Driving

1252.223-73 Seat Belt Use Policies and Programs

MCL.H-2 Supplemental Work Requests (Subparagraph (d)(10) is \$5,000.00)

MCL.H-3 Indemnity and Insurance

MCL.H.4 Indemnity and Insurance (Additional) (All limits up to \$5,000,000.00 are revised to \$1,000,000.00 for this solicitation)

MCL.H-6 Standards of Employee Conduct

MCL.H-10 Supplemental Growth Requirements

MCL.H-11 Disposition of Removed Equipment and Scrap

MCL.H-12 Maritime Liens, No Authority to Incur

MCL.L-2 Agency Protests

APPLICABLE SERVICE CONTRACT ACT WAGE DETERMINATION: The Service Contract Act wage determination applicable to this requirement is available online at the following address: <http://www.wdol.gov/wdol/scafiles/std/05-2259.txt>

DAMAGE TO GOVERNMENT FACILITIES: Damage to any facility, interior/exterior equipment, or systems caused by the contractor, as a result of work performed under this contract, shall be repaired by the contractor at his/her own expense. The contractor shall be required to repair or replace all items and components, to return the damaged area to its condition before the damage incident.

INVOICE SUBMISSION INSTRUCTIONS - MARAD

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

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

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

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

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

MARAD A/P SAR Invoices Branch

AMZ-160

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-160

6500 S MacArthur Blvd.

Oklahoma City, OK 73169