

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

1. REQUISITION NUMBER
 PRSAR100241
 PAGE 1 OF 42

2. CONTRACT NO. DTMA2C10009
 3. AWARD/EFFECTIVE DATE 03/10/2010
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA2R10002/0003
 6. SOLICITATION ISSUE DATE 02/10/2010

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Eileen Williams
 b. TELEPHONE NUMBER (No collect calls) (757) 441-3268 ext.
 8. OFFER DUE DATE/ LOCAL TIME 02/17/2010 4:00 pm

9. ISSUED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.
 CODE 00092
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 336611
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, Atlantic Division Operations
 EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue
 Bronx, NY 10465
 Attn: Thomas Dowd
 CODE 7118
 16. ADMINISTERED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
 CODE 00092

17a. CONTRACTOR/OFFEROR Acme Industrial, Inc.
 326-328 Front Street
 Staten Island, NY 10304-3838
 TELEPHONE NO. (718) 720-5522 ext.
 CODE m 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 See Line Item Detail
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 419,990.00

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 _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. _____ Proposal _____ OFFER
 DATED 02/16/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL

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

 30b. NAME AND TITLE OF SIGNER (Type or print) Eileen M. Williams
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print) Eileen M. Williams
 31c. DATE SIGNED 03-10-2010

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 DTMA2C10009	Title TSES Steel Package	Page 3 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

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

DUNS 155081300

0001	Shaft Alley Steel Repairs	02/09/2010	1.00	JOB	\$276,910.000	\$ 276,910.00
		(03/13/2010 to 04/03/2010)				
	See Performance Work Statement (PWS), Section 5.2					

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$276,910.00

0002	Miscellaneous Structural Steel Repairs	02/08/2010	1.00	JOB	\$12,550.000	\$ 12,550.00
		(03/13/2010 to 04/03/2010)				
	See Performance Work Statement (PWS), Section 5.3					

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$12,550.00

0003	Air Ejector Reducer Spool Piece Fabrication and Air Ejector Repair	02/08/2010	1.00	JOB	\$1,990.000	\$ 1,990.00
		(03/13/2010 to 04/03/2010)				
	See Performance Work Statement (PWS), Section 5.4					

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$1,990.00

Line Item Summary	Document Number DTMA2C10009	Title TSES Steel Package	Page 4 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

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

0004	Mooring Rolling and Fixed Chock Repairs	02/08/2010 (03/13/2010 to 04/03/2010)	1.00	JOB	\$12,850.000	\$ 12,850.00
------	---	--	------	-----	--------------	--------------

See Performance Work Statement (PWS), Section 5.5

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
25711 - 6100 - 6600 -
\$12,850.00

0005	Forepeak Aft Bulkhead Crack Repair	02/08/2010 (03/13/2010 to 04/03/2010)	1.00	JOB	\$3,800.000	\$ 3,800.00
------	------------------------------------	--	------	-----	-------------	-------------

See Performance Work Statement (PWS), Section 5.6

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
25711 - 6100 - 6600 -
\$3,800.00

0006	Fast Rescue Boat Davit Hydraulic's Fish Plate Installation	02/08/2010 (03/13/2010 to 04/03/2010)	1.00	JOB	\$7,500.000	\$ 7,500.00
------	--	--	------	-----	-------------	-------------

See Performance Work Statement (PWS), Section 5.7

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
25711 - 6100 - 6600 -
\$7,500.00

Line Item Summary	Document Number DTMA2C10009	Title TSES Steel Package	Page 5 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

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

0007	Old House MSD System Vent Repair	02/08/2010	1.00	JOB	\$2,900.000	\$ 2,900.00
------	----------------------------------	------------	------	-----	-------------	-------------

(03/13/2010 to 04/03/2010)

See Performance Work Statement (PWS), Section 5.8

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$2,900.00

0008	138 Person Hold Overhead Steel Repair, 5.9	02/08/2010	1.00	JOB	\$12,490.000	\$ 12,490.00
------	---	------------	------	-----	--------------	--------------

(03/13/2010 to 04/03/2010)

See Performance Work Statement (PWS), Section 5.9

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$12,490.00

0009	4 Aft Port Double Bottom Tank, 5.10	02/08/2010	1.00	JOB	\$6,150.000	\$ 6,150.00
------	-------------------------------------	------------	------	-----	-------------	-------------

(03/13/2010 to 04/03/2010)

See Performance Work Statement (PWS), Section 5.10

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$6,150.00

Line Item Summary	Document Number DTMA2C10009	Title TSES Steel Package	Page 6 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

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

0010	Aft Hawser Compartment Steel Repairs, 5.11	02/08/2010 (03/13/2010 to 04/03/2010)	1.00	JOB	\$17,500.000	\$ 17,500.00
------	--	--	------	-----	--------------	--------------

See Performance Work Statement (PWS), Section 5.11

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$17,500.00

0011	Starboard Outboard Settler Steam Heat Return Piping, 5.12	02/08/2010 (03/13/2010 to 04/03/2010)	1.00	JOB	\$8,100.000	\$ 8,100.00
------	---	--	------	-----	-------------	-------------

See Performance Work Statement (PWS), Section 5.12

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - - -
 25711 - 6100 - 6600 -
 \$8,100.00

Line Item Summary	Document Number DTMA2C10009	Title TSES Steel Package	Page 7 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

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

0012	Supplemental Labor, 5.13 (THIS IS A NOT TO EXCEED AMOUNT)	02/08/2010	650.00	MH	\$65.000	\$ 42,250.00
------	---	------------	--------	----	----------	--------------

(03/13/2010 to 04/03/2010)

See Performance Work Statement (PWS) Section 5.13

The supplemental Labor Rate offered shall be a yardwide composite labor rate and include all management, supervision, overhead, G & A, freight, profit, overtime, quality assurance, delay and disruption, bonds, insurance, etc. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time. Under this CLIN, the Government "may" order up to the indicated quantity of man-hours to be performed by the Contractor at the contract yardwide composite rate for supplemental labor.

Authorization to proceed with supplemental labor work, IF REQUIRED, will be issued in writing by the COTR or Contracting Officer on a supplemental work authorization/Delivery Order, as defined in the Clause MCL-H-2, SUPPLEMENTAL WORK REQUESTS, solely at the option of the Maritime Administration.

FOR PROPOSAL PURPOSES, ALL OFFERORS ARE TO PRICE THE FOLLOWING:

QUANTITY (215) X Unit of Issue (ManHours) = TOTAL COST

650 Man hours X \$_(FILL IN THIS BLANK Here)_____ = the EXTENDED TOTAL COST.

(Please fill in the Extended Total Cost shown in the right hand column).

(HOURS LISTED ARE ONLY AN ESTIMATE AND MAY NOT BE REQUIRED/ORDERED.)

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - -
 25711 - 6100 - 6600 -
 \$42,250.00

Line Item Summary	Document Number DTMA2C10009	Title TSES Steel Package	Page 8 of 42
--------------------------	---------------------------------------	------------------------------------	------------------------

Total Funding: \$419,990.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR120	SM	D107	0	0000	160000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

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

0013	Supplemental Material (THIS IS A NOT TO EXCEED AMOUNT)	02/08/2010	1.00	JOB	\$15,000.000	\$ 15,000.00
------	--	------------	------	-----	--------------	--------------

(03/13/2010 to 04/03/2010)

See Performance Work Statement (PWS) Section 5.13

The allowance for supplemental material is for direct costs of materials or subcontracts only. All other costs are included in supplemental labor, contract line item 0009.

All work under this CLIN must be specifically authorized in writing by the COTR or Contracting Officer on a supplemental work authorization/delivery order as defined in the Clause MCL.H-2 SUPPLEMENTAL WORK REQUESTS.
NOTE: COSTS LISTED ARE ONLY AN ESTIMATE AND MAY NOT BE REQUIRED/ORDERED.

FOR PROPOSAL SUBMISSION PURPOSES ONLY, a cost of \$15,000.00 must be used by all offerors.

Ref Req No: PRSAR100241

Funding Information:

2010 - - X1750 - SMR120 - SM - D107 - 0 - 0000 - 160000 - - - -
25711 - 6100 - 6600 -
\$15,000.00

Total Cost: \$419,990.00

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 9 of 42
--	------------------------------------	---	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	10
1 SUBMISSION OF INVOICES	10
2 DOL SERVICE CONTRACT ACT WAGE DETERMINATION	10
3 Contract Terms and Conditions--Commercial Items (Oct 2008) - Alternate I	10
4 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	16
5 52.216-1 TYPE OF CONTRACT (APR 1984)	20
6 INSPECTION AND MANNER OF DOING WORK	20
SECTION F -- Deliveries or Performance	23
F.1 Time of Delivery	23
SECTION H -- Special Contract Requirements	24
H.1 SUPPLEMENTAL GROWTH REQUIREMENTS	24
H.2 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	24
H.3 MARITIME LIENS, NO AUTHORITY TO INCUR	24
H.4 SUPERVISION	25
H.5 SUPPLEMENTAL WORK REQUESTS	25
H.6 INDEMNITY AND INSURANCE	27
H.7 INDEMNITY AND INSURANCE (ADDITIONAL)	27
H.8 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	29
SECTION I -- Contract Clauses	33
I.1 Guarantee	33
I.2 Performance	33
I.3 Subcontracts	34
I.4 Title	34
I.5 Accident and Fire Reporting	34
I.6 Contracting Officer's Technical Representative	35
SECTION J -- List of Documents, Exhibits and Other Attachments	36
J.1 PERFORMANCE WORK STATEMENT (PWS)	36
J.2 Question and Answers	40

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 10 of 42
--	------------------------------------	---	---------------

COMMERCIAL CLAUSES

1 SUBMISSION OF INVOICES

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

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

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

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

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

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

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:
MARAD A/P SAR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

2 DOL SERVICE CONTRACT ACT WAGE DETERMINATION

Department of Labor Service Contract Act (SCA) Wage Determination is applicable to the performance for these services: WD#2376 (REV 8) DTD 07/29/2009, was first posted on www.dol.gov on 08/04/2009.

Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

The wage determination may be viewed online at:
<http://www.wdol.gov/wdol/scafiles/std/05-2376.txt>.

3	52.212-04 ALT I	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008) - ALTERNATE I	OCTOBER 2008
---	--------------------	---	-----------------

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 11 of 42
--	------------------------------------	---	---------------

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, 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. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 12 of 42
--	------------------------------------	---	---------------

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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 of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

(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) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 13 of 42
--	------------------------------------	---	---------------

- (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
- (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
- (3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (ii) Materials.
- (A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-
- (1) Quantities being acquired; and
- (2) Any modifications necessary because of contract requirements.
- (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-
- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (C) To the extent able, the Contractor shall-
- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
- (1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]
- (2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]
- (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-
- (A) The original timecards (paper-based or electronic);

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 14 of 42
--	------------------------------------	---	---------------

- (B) The Contractor's timekeeping procedures;
- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost-
- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
- (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 15 of 42
--	------------------------------------	---	---------------

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

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

(10) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 52.212-5.

(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.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 16 of 42
--	------------------------------------	---	---------------

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.

(End of clause)

4	52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS	FEBRUAR Y 2010
---	-----------	--	-------------------

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

- ___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- ___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 17 of 42
--	------------------------------------	---	---------------

___ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (7) [Reserved]

___ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (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.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X_ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

X__ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X__ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X__ (23) 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__ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X__ (25) 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).

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 18 of 42
--	------------------------------------	---	---------------

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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

___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138.

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

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

___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 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)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X___ (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 19 of 42
--	------------------------------------	---	---------------

___ (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) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 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).

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

(vii) [Reserved]

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 20 of 42
--	------------------------------------	---	---------------

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 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)

5 52.216-1 TYPE OF CONTRACT (APR 1984)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE TYPE CONTRACT resulting from this solicitation.

(End of provision)

6 1252.217-85 INSPECTION AND MANNER OF DOING WORK

OCTOBER
2000

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

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

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

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 21 of 42
--	------------------------------------	---	---------------

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

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

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

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

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

(e) The Contractor shall--

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

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

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

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

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

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

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

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.

(f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable--

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 22 of 42
--	------------------------------------	---	---------------

(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 23 of 42
--	------------------------------------	---	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.211-08 TIME OF DELIVERY

JUNE 1997

(a) The Government requires the Contractor to start work within 3 days after award and complete in a three week Performance Period. (Firm date will be finalized in the Contract Award Document.)

REQUIRED DELIVERY SCHEDULE --- Start Date March 13, 2010; End Date April 03, 2010

(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. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 24 of 42
--	------------------------------------	---	---------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-10 SUPPLEMENTAL GROWTH REQUIREMENTS

AUGUST
2005

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

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

AUGUST
2005

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

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

AUGUST
2005

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 25 of 42
--	------------------------------------	---	---------------

(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.

H.4 MCL.H-13 SUPERVISION

**AUGUST
2005**

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

H.5 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

**AUGUST
2005**

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

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 26 of 42
--	------------------------------------	---	---------------

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

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

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

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

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

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

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

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

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

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

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 27 of 42
--	------------------------------------	---	---------------

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

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

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

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

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

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

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

H.6 MCL.H-3 INDEMNITY AND INSURANCE

**AUGUST
2005**

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

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

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

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

H.7 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

**AUGUST
2005**

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 28 of 42
--	------------------------------------	---	---------------

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

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

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

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

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

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

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

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 29 of 42
--	------------------------------------	---	---------------

Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) FORM OF CONFIRMATION

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

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

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

H.8 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS AUGUST
 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND 2005
 PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

(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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 30 of 42
--	------------------------------------	---	---------------

Title 29, CFR, Section 1910.1200 Hazard Communication
Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos,
Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)

(2) Environmental Protection Agency (EPA)

Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants
(Asbestos) and Part 763 Asbestos.

Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards
for Shipbuilding and Ship Repair (Surface Coating)

(3) Maritime Administration (MARAD)

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

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

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

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 31 of 42
--	------------------------------------	---	---------------

Part 763, Asbestos

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

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

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

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

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 32 of 42
--	------------------------------------	---	---------------

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 33 of 42
--	------------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 1252.217- GUARANTEE
70

MAY 2005

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

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

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

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

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

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

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

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

(End of clause)

I.2 1252.217- PERFORMANCE
72

OCTOBER
1994

(a) Upon the award of the contract, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the contract has been awarded except in the case of emergency work ordered by the Contracting Officer in writing.

(b) The Government shall deliver the vessel described in the contract at the time and location specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the contract.

(c) The Contractor shall without charge,--

(1) Make available to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities at the plant acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 34 of 42
--	------------------------------------	---	---------------

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The contract will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the contract without advance approval of the Contracting Officer. Dock and sea trials not specified in the contract shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

I.3 1252.217- SUBCONTRACTS
74

OCTOBER
1994

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

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

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

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

I.4 1252.217- TITLE
77

OCTOBER
1994

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

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

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

I.5 1252.223- ACCIDENT AND FIRE REPORTING
71

MAY 2005

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 36 of 42
--	------------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 PERFORMANCE WORK STATEMENT (PWS)

PERFORMANCE WORK STATEMENT (PWS)
TS EMPIRE STATE-STEEL REPAIRS
DTMA2C10009

1. **ABSTRACT:** The intent of these items is to accomplish the necessary steel work to the satisfaction of the attending ABS Surveyor.

2. **REFERENCES:** The following list of drawings will be available on the vessel during the site visit for Contractors to reference;

- 2.1 Arrangement of shafting, drawing # 630-1269
- 2.2 Innerbottom plating , frames 119 – 204, drawing # 102-135
- 2.3 Bulkheads- long. Shaft alley, frames 141 – 191, frames 191- 193, drawing # 121-2570
- 2.4 Floors, frames 172 to 203, drawing # 101 – 599
- 2.5 Mooring arrangement and detail, drawing # 32301
- 2.6 Capacity plan, drawing # 56038
- 2.7 2nd deck plating, beams, and girders aft of frame 171, drawing #110-256
- 2.8 Main Deck Plating Beams and Girders Fwd of Fr 65, drawing #111-216
- 2.9 Bridge Deck Ventilation, drawing # 725-6664
- 2.10 2nd Deck Plating Beams and Girders, drawing # 110-254
- 2.11 Cabin and Bridge Deck Plating Beams and Girders, drawing #127-3348
- 2.12 Main Deck Aft Plating Beams and Girders Aft of Frame 195, drawing # 111-218
- 2.13 Main Deck Plating Beams and Girders Between Fr 65-195, drawing # 111-217
- 2.14 #1 and #2 Hatch Coamings Focsle Deck, drawing # 112-174

3. Location:

3.1 Vessel location: State University of New York, Maritime College #6 Pennyfield Avenue, Bronx, NY 10465

3.2 Repairs: Through out the vessel.

4. OWNER FURNISHED EQUIPMENT, MATERIALS SERVICES:

4.1 The Maritime Administration will arrange for the American Bureau of Shipping attendance once Contractor notifies COTR there are fit ups to be inspected. The Contractor shall do their best to condense the inspections to limit the ABS Surveyors number of visits required by Surveyor.

4.2 Ship's Service compressed air may be utilized if necessary if Vessel's C/E is given 24 hours notice.

4.3 Vessel will provide Primer and Paint.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 37 of 42
--	------------------------------------	---	---------------

5. STATEMENT OF WORK:

5.1 Contractor shall provide all labor, equipment, materials, and Services to accomplish the following repairs throughout the vessel. Contractor to provide and maintain all areas of work Safe for Hot Work and Safe for Men.

5.2 SHAFT ALLEY STEEL REPAIRS (CLIN 0001)

5.2.1 Crop and renew entire tank top area from frame 176 to frame 195 approximately forty-seven and one half feet (47.5'). Renewal must extend a minimum of six (6) inches outbd. of the port and stbd. longitudinal bulkheads to good material.

5.2.2 Crop and renew the port and stbd. Longitudinal/transverse bulkheads a minimum of six (6) inches above tank top to good material, starboard side, frames 174 to frame 191 and port side, frame 176 to frame 191.

5.2.3 The longitudinal bulkheads are the inboard bulkheads of fuel oil deep tanks; 6 Fwd P & S, (frame 171-181, 30 inches between frames, capacity 807.18 bbls.) and 6 Aft P & S, (frame 181-191, 30 inches between frames, capacity 471.2 bbls. The Contractor will be responsible to clean, muck out, remove and dispose of rags and all debris. The tanks must be certified by a licensed Marine chemist, "safe for entry and hot work." This certification must be maintained until all work and inspections are completed. A log sheet with certifications entries will be posted at the gangway, in the shaft alley and a copy given to the C/E for vessel's record.

5.2.4 Contractor will be responsible for the integrity of the shaft alignment. Bearing clearances will be taken on shaft bearings, Nos. 2, 3, 4, 5, 6, & 7. The bearing clearances will be taken before work begins and immediately after work is completed and compared to insure alignment has been maintained. C/E will be present when bearing clearances are taken. The Contractor will perform load test on bearings, Nos. 2, 3, 4, 5, 6, & 7 before work begins and immediately after completion of work to insure the loading of the bearings has not changed. All data will be recorded and load tests will be witnessed by C/E.

5.2.5 All work and fit ups subject to ABS approval.

5.2.6 Replacement steel will be prepped, and primed, in accordance with a International preservation coating system, coatings will be provided by the vessel.

5.2.7 Areas where Ballast tank internal steel is affected, the Contractor is responsible to return these areas to original condition. For example, the fresh water double bottom ballast tanks located in the shaft alley are coated tanks, the shaft alley tank top is part of this tank, these sections of steel will be returned to the original coated condition by the Contractor.

5.3 MISCELLANEOUS STRUCTURAL STEEL (CLIN 0002)

5.3.1 Main Deck STBD side---Interior Bulkhead between Laundry Room & Engine Room Fiddly Approx. 6'x 18" Flat steel Plate--1/4 inch thickness CROP & INSERT Steel Plate. Located at Frame 131

5.3.2 Plenum Aft Flying Bridge---PORT Side at the Base-- 18" x 44" Flat Steel Plate-- CROP & INSERT Steel Plate. Located at Frame 130.

5.3.3 Flying Bridge STBD Side Aft Bulwark- 12" x 12" Flat Steel Plate-- CROP & INSERT Steel Plate. Located at Frame 132

5.3.4 Cleaning Gear Locker, Crew P-way, 2nd Deck Approx 30" x 52" Flat Steel Plate-- CROP & INSERT Steel Plate. Located at Frame 129.

5.3.5 Cleaning Gear Locker, Bridge Deck STBD Aft, DECKING needs insert 2' x 3'. Located at Frame 125

5.3.6 Cargo Hold #2, Hold Dog House AFT Ladder 4" x 4" Flat Steel Plate- Insert. Located at Frame 108

5.3.7 Aft Welding Lab Deck Forward Stbd side of lab. 18" x 18" Insert. Located at Frame 207

5.3.8 Aft Welding Lab Deck Forward Port Side of Lab, 18"x 18". Insert. Located at Frame 207.

5.3.9 Steering gear Fan Room , Stbd Side, 18"x 18" Insert. Located at Frame 207.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 38 of 42
--	------------------------------------	---	---------------

5.3.10 Aft Welding Lab 2 1/2" Fire main Deck Doubler Replacement. 9" Diameter. (possible insert beneath doubler). Located at Frame 207.

5.3.11 Hatch Port Side Forward Coaming Support structure, insert angle section at deck level, 18"x 18". Located at Frame 23.

5.3.12 #2 Hatch Cover Aft End Stbd Hinge Bracket 6"x 6" insert. Located at Frame 60.

5.3.13 All work and fit ups subject to ABS approval.

5.3.14 Port Side Wind Dodger bull pipe edging is holed. Located outside and above wheelhouse Port Outboard Forward Facing Window. Crop & renew approximately 8' of pipe edging. Located at Frame 118

5.3.15 Replacement steel will be prepped, and primed in accordance with a International preservation coating system, coatings will be provided by the vessel.

5.4 AIR EJECTOR REDUCER SPOOL PIECE FABRICATION AND AIR EJECTOR REPAIR (CLIN 0003)

5.4.1 Vessel requires spool piece made up to complete repairs to the Air Ejector Reducing Station.

5.4.2 Spool piece is approximately one foot (1') long with 3/4"-600# flanged inlet and 2"-150# flanged outlet.

5.4.3 System is 600# -150# PSI Aux Steam.

5.4.4 Make up spool piece and hydro test to 750 psi.

5.4.5 Chief Engineer to approve fit up. Crew to install

5.4.6 Air ejector repair, fabricate piping section for inboard air ejector as per C/E instruction.

5.4.7 Materials needed; 1 ea 1/2-600 Angle Globe Valve, Class A105, Approximately 2' of 1/2 Pipe, Two (2) ea 1/2" 600# flanges, and one (1) 90° elbow. Located at Frame 140.

5.5 MOORING ROLLING AND FIXED CHOCK REPAIRS (CLIN 0004)

5.5.1 Following are Rolling & Enclosed Chocks That Require steel repairs. Chocks require steel inserts to restore structural integrity, repairs subject to satisfaction of attending ABS Surveyor and MARAD COTR.

5.5.2 Rolling Chock # 2--- Hole 1.5" x 1.5" , aft face 4" x 3.5" crop to good material and insert with like material. Located at Stbd. Side, Frame 3

5.5.3 Rolling Chock # 3--- Small hold 3rd opening 3.5" x 3". Small hole aft of 6th opening from FWD 1.5" x 1" crop to good material and insert with like material . Located at Stbd. Side, Frame 25

5.5.4 Enclosed Chock # 8—Renew center longitudinal. 4"x4" Hole after, end crop and insert. Renew Gusset from top of chock to bulwark, crop to good material and insert with like material . Located at Frame 142

5.5.5 Rolling Chock # 29--- Inboard Face, FWD & AFT end holes 12"x12", crop to good material and insert with like material. Located at Port side, Frame 60

5.5.6 Rolling Chock # 30--- 4"x4" Hole on after end Crop to good material and insert with like material. Crop and renew Face, 6' x12", one (1) Lateral stiffener needs to be cropped and renewed while face is removed. Located at Port side, Frame 25

5.5.7 Rolling Chock # 31, crop and renew seven (7) lateral stiffeners. Crop and renew Face 9' x 12" . Located at Port side, Frame 3

5.5.8 Roller Chock #13 Renew Face 6' x 12", After end crop and insert 2 Holes, 4" x 4"

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 39 of 42
--	------------------------------------	---	---------------

5.5.9 Enclosed Chock #19 Crop and renew Chock Face 6' x 12".

5.5.10 Replacement steel will be prepped, and primed in accordance with a International preservation coating system, coatings will be provided by the vessel.

5.6 FOREPEAK AFT BULKHEAD CRACK REPAIR (CLIN 0005)

5.6.1 Forepeak Tank has a crack approximately 4" long at FWD Longitudinal Support. Repair crack in accordance with acceptable ABS procedure.

5.6.2 ABS requires, Crack be drilled at both ends of crack to arrest crack and a backing bar be installed behind crack to weld to.

5.6.3 NOTE: The adjacent tank, backside of bulkhead where crack is located, contains permanent mud ballast. This permanent ballast does not flow. Contractor is responsible for any loss of permanent ballast.

5.6.4 Located at Frame 14

5.7 FAST RESCUE BOAT DAVIT HYDRAULIC'S FISH PLATE INSTALLATION (CLIN 0006)

5.7.1 Fast Rescue Boat Davit Hydraulics can run over the side if there is a leak.

5.7.2 Contractor to Provide all Labor, equipment, material and services to Install Fish Plate to prevent leakage from running overboard. Approximately 35' of 3/8" x 4" Flat Bar.

5.7.3 Replacement steel will be prepped, and primed in accordance with a International preservation coating system, coatings will be provided by the vessel.

5.7.4 Located at Frame 100

5.8 OLD HOUSE MSD SYSTEM VENT REPAIR (CLIN 0007)

5.8.1 Vent piping is deteriorated and holed. Line is below the water line. Approximately 6' 2 1/2" Schedule 80 black iron seamless Pipe, Flanged. Line is located above Sewage Transfer Pump Station forward of the Mani Circ Pump.

5.8.2 Contractor to Provide all Labor, equipment, material and services to renew section of pipe with all necessary fittings, prep and prime new material.

5.8.3 Located at Frame 122

5.9 (138) PERSON HOLD OVERHEAD STEEL REPAIR (CLIN 0008)

5.9.1 138 Man Berthing Compartment overhead has holes in the steel, and drainage and condensate from the Cargo reefer box floors leaks into berthing area.

5.9.2 STBD Aft Corner overhead. Crop and renew approximately 2' x 8' of steel. Renewal to be same grade and thickness as original.

5.9.3 Replacement steel will be prepped and primed.

5.9.4 Contractor to make all removals and re-installations.

5.9.5 Disturbed lagging and panels to be repaired and painted to match.

5.9.6 Located at Frame 92

5.10 4 AFT PORT DOUBLE BOTTOM TANK (CLIN 0009)

5.10.1 Crop and renew approximately 35' of 3" black iron seamless, schedule 80 pipe for tanks vent.

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 40 of 42
--	------------------------------------	---	---------------

5.10.2 Prep. and prime new pipe and fittings.

5.10.3 Located at Frame 112

5.11 AFT HAWSER COMPARTMENT STEEL REPAIRS
(CLIN 0010)

5.11.1 Side shell plate stiffeners (7" web X 4" flange), Stbd. Side are numbered 1, 2, 3, 4, 5, 6, & 10. Port side are numbered 1, 2, 3, 4, & 5. Crop and renew approximately two feet up, to good material, from deck with like material.

5.10.4 Bulkhead stiffeners (4"web X 3"flange), Stbd. Side are numbered 8 & 9, Port side are numbered 6 & 7 Crop and renew approximately two feet up, to good material, from deck with like material.

5.10.5 Bulkhead inserts, Stbd. Side # 7 one transverse bulkhead insert (2' X 1') and # 11 One longitudinal bulkhead insert (2' X 1') Port side # 8 one longitudinal bulkhead insert (2' X 1') and # 9 one transverse bulkhead insert (2' X 1') Crop to good material and renew with like steel plate.

5.12 STARBOARD OUTBOARD SETTLER STEAM HEAT RETURN PIPING (CLIN 0011)

5.12.1 Replace approximately 60 Feet of 3/4" Schedule 80 black iron seamless pipe.

5.12.2 All fittings are Socket Welded type, required fittings are; Five (5) Elbows, two (2) unions, and six (6) Hangers.

5.13 SUPPLEMENTAL LABOR (CLIN 0012)

5.13.1 Supplemental expenses are not specifically expected, but offerors are requested to provide a stabilized rate applicable to any emergent work related to this statement of work. For pricing purposes, the offeror shall provide their stabilized rate , with extended pricing for a total of 650 man hours of supplemental labor. This funding, if required, will be tasked by the COTR or Contracting Officer via Change Order. No party other then the COTR or Contracting Officer may task changes of supplemental.

5.14 SUPPLEMENTAL MATERIAL (CLIN 0013)

5.14.1 The offeror shall make allowance for up to \$15,000.00 in supplemental material charges. This funding, if required, will be tasked by the COTR via Change Order.

J.2 QUESTION AND ANSWERS

The following questions and answers appeared in Solicitation Amendment No. 0002:

1. Question: Will the Contractor be allowed to drop a 20' work Conex Box at the site and can 120V service be made available for the box?

Answer: 20' Conex box may be stored onboard vessel. Power will not be available for the conex box. (Ship's gear limited to 5 tons fwd. and 10 tons aft.)

2. Question: Does the Contractor have to wait for ABS/USCG dwg approval prior to starting work?

Answer: No

3. Question: The Offeror respectfully requests the reason a 3 week work period is required?

Answer: Performance period has been determined by vessel's scheduling and availability.

4. Question: Are we correct in stating that this is a prevailing wage project and if so, will the contractor be required to provide certified payroll information at the contract completion?

Answer: This is a Service Contract Act (SCA) wage determination project; however, certified payroll information is not required at contract completion.

5. Question: May we assume the ship will be available Monday thru Saturday from 7am-5pm for the duration of the contract period?

Answer: No, Ship will be available Monday thru Friday from 7am to 5pm. NOTE: Amendment No. 0003 revised the work hours to Monday thru Saturday 7:00 am to 7:00 pm.

6. Question: Will the ship supply 110v for temporary lighting & power tools?

Answer: No

7. Question: Will the ship supply 220/440 for welding equipment?

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 41 of 42
--	------------------------------------	---	---------------

Answer: No

8. Question: Can 110V or higher power be taken from the pier, if necessary?

Answer: No

9. Question: Will the ships crane be available for lifting materials on board?

Answer: No

10 Question: Performance Work Statement (PWS), Pg 1 of 8: Are any of the referenced drawings available to the Offerors on electronic media?

Answer: No

11. Question: PWS, Section 5.2.4 (pg 2), Please provide additional information and a sample of the load test to be performed.

Answer: A load test sample is not available from the government. Contractor shall provide government with proof that they or their sub-contractor has the technical ability to perform this work as identified in the Contractor's technical proposal to provide a sample report of a load test they have performed in the past.

12. Question: PWS, Section 5.2.6, (pg 3), requires adherence to "an International preservation coating system". Is this meant to read that the system must be IAW International Paint Company systems?

Answer: The vessel employs paint systems provided by International Paint Company. The vessel will provide these coatings to the contractor.

13. Question: PWS, Section 5.3 through 5.5, steel repairs require plate and stiffeners.

Can MARAD specify which plate is to be ABS certified or is it MARAD's intention that all plate is ABS certified?

Answer: As stated at the site visit and throughout this PWS, all work performed on this ship shall be in full compliance with the American Bureau of Shipping (ABS) standards and subject to full ABS inspection and approval.

1) All welders must be ABS certified and copy of certification submitted to the Contracting Officer.

2) All steel plate must be ABS certified and this certification must be verifiable to ABS Surveyor on site.

3) Steel plate certification will be verified before plate is loaded aboard vessel.

4) Welding procedures and welding rods will be ABS certified and verified by attending ABS Surveyor.

5) Minimum size of replacement plates will be determined by the attending ABS

Surveyor, any questions about individual plate size, fit-up, back gouging, final inspection and any testing the attending ABS Surveyor may require will be addressed to the attending ABS Surveyor. The attending ABS Surveyor will have the last word on approval of the all/any steel replacement.

6) It is the Contractor's responsibility that all areas where "hot work" is performed will be certified by a Marine Chemist safe for hot work. This certification must be maintained on a daily basis for the duration of the contract.

14. Question: PWS, (Pgs 3 - 7): Will the Contractor be required to produce certifications for the ABS plate used and if so, when during the contract?

Answer: Yes, before plates are loaded onboard the vessel.

15. Question: PWS, Section 5.12.1 (pg. 7): Is the pipe in this section all outside the tank?

Answer: Yes

16. Question: PWS, Section 5.11 (pg. 7) requires the Contractor to crop plate to "good material". How does MARAD intend to determine where the good material starts? Will this require NDT?

Answer: Again, this is an ABS requirement, the on site Surveyor will determine "good material" usually visual inspection but may request other methods.

17. Question: PWS, Section 5.8.1 (pg. 6) mentions that the pipe to be repaired is below the waterline. Will this repair require a cofferdam to be installed on the outside of the vessel?

Answer: No

18. Question: PWS, Section 5.6.3 (pg.5), states that the permanent ballast does not flow, but then states that the Contractor is responsible for lost ballast. Does the Government expect ballast to be removed by the Contractor to accomplish this work item?

Answer: No

19. Question: PWS, Sections 5.5.8 and 5.5.9 (pg.5), do not give locations. Please provide.

Answer: See Section 5.5.8 "Roller Chock # 13" &

See Section 5.5.9 "Enclosed Chock # 19"

20. Question: PWS, Sections 5.4.6 (pg .4), does not require the Contractor to install the piping or hydro the piping. Please clarify.

Answer: Fabricate piping as per C/E instructions and crew to install.

21. Question: PWS, Section 5.6 (pg. 5) Forepeak Aft Blkhd Crack Repair, Para. 5.6.3, adjacent tank backside of bulkhead contains permanent mud ballast.

Is the permanent ballast flammable?

Answer: No, The Material Safety Data Sheet (MSDS) of replacement ballast can be reviewed once work starts on the ship. It is the Contractor's responsibility that all areas where hot work is performed shall be certified by a Marine Chemist safe for hot work. This certification must be maintained on a daily basis for the duration of the contract.

22. Question: PWS, Section 5.10(pg.7)-4 Aft. Port Double Bottom Tank

Question: Is tank containing permanent ballast and is ballast flammable?

	Document No. DTMA2C10009	Document Title TSES Steel Package	Page 42 of 42
--	------------------------------------	---	---------------

Answer: No, see Answer above to Question #21.

23. Question: PWS, Section 5.9 (pg.6) - 138 Person Hold Overhead Steel Repair, Para. 5.9.1, Cargo Reefer box floor must...

Question: Please specify the type of insulation that is on the floor of the Reefer Box.

Answer: Contractor shall determine the type of insulation Contractor removes to access steel. Contractor shall replace all disturbed insulation to the satisfaction of the MARAD Surveyor/C/E/C/M with like insulation; replacement insulation must be approved by MARAD Surveyor.

24. Question: PWS, Section 5.2 (pg.2), Shaft Alley Steel Repairs. The time allocated for the steel renewal is insufficient. Considering we need to gas free the four adjacent tanks and to load test the shaft bearings before the repair and after.

Answer: Performance time has been determined by Vessel's scheduling and availability.

With qualified and experienced employees, this is a sufficient timeframe for completion of this PWS.

25. Question: Finally is this Solicitation a RFQ or RFP.

Answer: This solicitation is an RFP.

26. Question: The pier the vessel is berthed at is cluttered with stuff. To accomplish the steel work in the shaft alley for this project, a crane must be able to go past the existing gangway toward the aft end of the vessel. Will the pier be cleared for this to happen?

Answer: Yes, to facilitate the removal of the gangway the crew may require the use of the contractor's crane.

27. Question: External coatings on the hull of the vessel will be damaged when accomplishing item 5.11 Aft Hawser Compartment Steel Work. Will the contractor be required to do the hull touch up coating? This area is port and stbd and there is no access to this area unless by barge or boat.

Answer: Yes, Contractor will have to do the hull touch up coating as part of the Firm Fixed Price Work. It is the Contractor's choice to use what he feels will meet the requirements of the solicitation.

28. Question: Will the owner/chief engineer assist in hooking up electric welding equipment to accomplish steel and pipe repairs. If not will the contractor be allowed to hook into the ships power system for welding equipment or do we need to plan on using diesel powered machines.

Answer: No, the vessel will not provide any services with the exception of Ship's Service compressed air, provided the vessel's C/E is given 24 hour notice.

29. Question: Will the contractor be able to work a night shift if necessary

Answer: No, Ship will be available Monday thru Friday from 7am to 5pm.

30. Question: Will the contractor be able to work 12 hour shifts.

Answer: No, Ship will be available Monday thru Friday from 7am to 5pm.

31. Question: I see where scrap disposition is to the owner. Will the owner provide scrap dumpsters for this disposal?

Answer: No, please see the following two sections of the contract that refer to removal and disposal of scrap: Clause 9 1252.217-85 INSPECTION AND MANNER OF DOING WORK (OCT 2000) and H.2 - MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP (AUG 2005)