

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

1. REQUISITION NUMBER  
 PRSAR100251  
 PAGE 1 OF 52

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 02/12/2010 4. ORDER NUMBER DTMA2P10040 5. SOLICITATION NUMBER DTMA2Q10004 6. SOLICITATION ISSUE DATE 02/12/2010

**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 01/22/2010 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 SOUTHERN SERVICES GROUP INC  
 MILITARY OCEAN TERMINAL  
 BAYONNE, NJ 07002-0000  
 TELEPHONE NO.(201) 236-1302 ext.  
 CODE \* FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Branch, AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125  
 CODE AMZ150

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 100,825.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REF. Southern Svces offer OFFER  
 DATED 01/21/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0008

30a. SIGNATURE OF OFFEROR/CONTRACTOR Eileen M. Williams  
 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 02/17/2010

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i>
		42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10040	<b>Title</b> TSES Boiler Package	<b>Page</b> 3 of 6
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**Total Funding:** \$100,825.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									
25711	6100 6600										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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REMIT PAYMENT TO:  
PO BOX 150  
RAMSEY, NJ 07446  
PH: 201-437-6200

0001	Boiler Mount Inspection, USCG &ABS		1.00	JOB	\$16,500.000	\$ 16,500.00
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(02/15/2010 to 03/09/2010)

This Amendment deletes CLIN's 0006 and 0007, confirmed on Thursday, February 11, 2010.

See Performance Work Statement (PWS), Section 5.2

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$16,500.00

0002	Re-surfacing of Port & Stbd. Boiler Mount Flanges		1.00	JOB	\$6,000.000	\$ 6,000.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section 5.3

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$6,000.00

0003	Water Washing of Port & Stbd. Boilers' Economizers		1.00	JOB	\$33,000.000	\$ 33,000.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section, 5.4

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$33,000.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10040	<b>Title</b> TSES Boiler Package	<b>Page</b> 4 of 6
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**Total Funding:** \$100,825.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									
25711	6100 6600										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	Fabricate and install Boiler Doors		1.00	JOB	\$3,800.000	\$ 3,800.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section 5.5

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$3,800.00

0005	1st Stage Heater Survey/Repair		1.00	JOB	\$3,500.000	\$ 3,500.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section, 5.6

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$3,500.00

0006	Open and Inspect Main Engine Steam Strainer		0.00	N/A	\$ .000	\$ 0.00
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See Performance Work Statement (PWS), Section, 5.7

THIS ITEM IS HEREBY CANCELLED

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$0.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10040	<b>Title</b> TSES Boiler Package	<b>Page</b> 5 of 6
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**Total Funding:** \$100,825.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									
25711	6100 6600										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0007	Open and Inspect Main Engine Manuvering Valves		0.00	N/A	\$.000	\$ 0.00
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See Performance Work Statement (PWS), Section, 5.8

THIS ITEM IS HEREBY CANCELLED

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$0.00

0008	Hydrostatic Pressure Test of the Port & Stbd Boilers		1.00	JOB	\$16,900.000	\$ 16,900.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section, 5.9

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$16,900.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10040	<b>Title</b> TSES Boiler Package	<b>Page</b> 6 of 6
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**Total Funding:** \$100,825.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0009	Supplemental Labor (THIS IS A NOT TO EXCEED AMOUNT)		1.00	JOB	\$16,125.000	\$ 16,125.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section 5.1

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

215 man hours X \$75.00 = the EXTENDED TOTAL COST.(\$16,125.00)

(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: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$16,125.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10040	<b>Title</b> TSES Boiler Package	<b>Page</b> 7 of 6
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**Total Funding:** \$100,825.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0010	Supplemental Material (THIS IS A NOT TO EXCEED AMOUNT)		1.00	JOB	\$5,000.000	\$ 5,000.00
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(02/15/2010 to 03/09/2010)

See Performance Work Statement (PWS), Section 5.14

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 \$5,000.00 must be used by all offerors.

Ref Req No: PRSAR100251

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -  
- 25711 - 6100 - 6600 -  
\$5,000.00

**Total Cost:** \$100,825.00

TOTAL (CLIN's 0001-0008)

In order for an invoice to be processed for payment, it must include your Federal ID No, Purchase Order No. and Invoice No.. Without these numbers your invoice will be returned and payment delayed.

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 8 of 30
--	------------------------------------	--	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	9
1    DOL WAGE SERVICE CONTRACT ACT WAGE DETERMINATION	9
2    Contract Terms and Conditions--Commercial Items	9
3    Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	12
4    SUBMISSION OF INVOICES - MARAD	16
SECTION H -- Special Contract Requirements	18
H.1    SUPPLEMENTAL WORK REQUESTS	18
H.2    DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	19
H.3    MARITIME LIENS, NO AUTHORITY TO INCUR	20
H.4    SUPERVISION	21
H.5    INDEMNITY AND INSURANCE	21
H.6    INDEMNITY AND INSURANCE (ADDITIONAL)	21
H.7    ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	23
SECTION I -- Contract Clauses	26
I.1    Guarantee	26
I.2    Performance	26
I.3    Inspection and Manner of Doing Work	27
I.4    Removal or Disposal of Hazardous Substances-Applicable Licenses and Permits	28
I.5    Accident and Fire Reporting	28
SECTION J -- List of Documents, Exhibits and Other Attachments	30
J.1    AWARD MADE PURSUANT TO FAR PART 13.5	30
J.2    PERFORMANCE WORK STATEMENT (PWS)	30

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 9 of 30
--	------------------------------------	--	--------------

COMMERCIAL CLAUSES

1 DOL WAGE SERVICE CONTRACT ACT WAGE DETERMINATION

The following Department of Labor Service Contract Act Wage Determination is applicable to performance for these services: WD#05-2376 (REV 8) dtd 7/29/09 was first posted on www.dol.gov on 08/04/2009.

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

A COPY OF THE FULL WAGE DECISION IS ATTACHED AT THE END OF THIS CONTRACT

2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

- (i) Name and address of the Contractor;

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 10 of 30
--	------------------------------------	--	---------------

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

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

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

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

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

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

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

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

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

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(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) Interest. (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, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed 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 within 30 days;

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 11 of 30
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(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 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.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 12 of 30
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(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

3      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>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 13 of 30
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(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:

\_\_\_ (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).

\_\_\_ (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).

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 14 of 30
--	------------------------------------	--	---------------

\_\_\_ (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).

\_\_\_ (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).

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 15 of 30
--	------------------------------------	--	---------------

\_\_\_ (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.).

\_\_\_ (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--

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 16 of 30
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(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]

(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)

#### 4 SUBMISSION OF INVOICES - MARAD

##### SUBMISSION OF INVOICES - MARAD

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

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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 17 of 30
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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 #)

23707

(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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 18 of 30
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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST  
2005

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

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

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

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

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

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

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

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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 19 of 30
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(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

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

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

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

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

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

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

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

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

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

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

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \_\_\_\_\_ . (Contracting Officer fills in amount up to \$5000.)

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 20 of 30
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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.
- (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.

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 21 of 30
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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-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.6 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)**

**AUGUST  
2005**

**(a) INDEMNITY**

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

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 22 of 30
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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. 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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 23 of 30
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subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

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

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

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

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 24 of 30
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(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
  - 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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 25 of 30
--	------------------------------------	--	---------------

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.

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 26 of 30
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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;

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 27 of 30
--	------------------------------------	--	---------------

(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- INSPECTION AND MANNER OF DOING WORK  
73

OCTOBER  
1994

(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 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.

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

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

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

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

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

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

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

(e) The Contractor shall--

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

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 28 of 30
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- (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.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--
  - (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
  - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable--
  - (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
  - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.
- (j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

I.4      1252.223-      REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES-      DECEMBE  
70                      APPLICABLE LICENSES AND PERMITS                                      R 1997

The Contractor certifies that it has \_\_\_ does not have \_\_\_ all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it must obtain all requisite licenses and permits within 15 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

I.5      1252.223-      ACCIDENT AND FIRE REPORTING                                      MAY 2005  
71

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 29 of 30
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(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

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

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

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

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

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

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

(End of clause)

	<b>Document No.</b> DTMA2P10040	<b>Document Title</b> TSES Boiler Package	Page 30 of 30
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 AWARD MADE PURSUANT TO FAR PART 13.5

J.2 PERFORMANCE WORK STATEMENT (PWS)

**PERFORMANCE WORK STATEMENT (PWS)**  
**TS EMPIRE STATE BOILER REPAIRS;**  
**RFQ DTMA2Q10004**

1. **ABSTRACT:**

The intent of these items is to accomplish the necessary Boiler repairs, inspections, and test to the satisfaction of the attending ABS Surveyor and USCG Marine Inspector(s).

2. **REFERENCES:**

Steam Generators;

Tech Manual - #091

Newport News Shipbuilding and Dry Dock Company

USMA Hull Nos. – 94-97

USMA Design – C4-S-lu

Newport News Hull Nos. – 551-554

PO No. H551-680M-1

Foster wheeler contract – 3-37-4381-8

Two “D” type Foster Wheeler design steam generators, one left hand and one right hand

Pressures:

Boiler – 750 psi

Desuperheater 750 psi

Economizer – 938 psi

Super heater outlet – 600 psi

Hydrostatic test

- Boiler - 938 psi
- Desuperheaters – 938 psi

Safety Valve settings

- Steam drum, 1 @ 750 psi
- Steam drum, 1 @ 730 psi
- Superheater 730 psi

Temperature

Steam at Superheater outlet - 860°F

Feedwater - 251°F

Air leaving Air heater - 268°F

Air to force draft fan - 100°F

**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 U.S Coast Guard and/or the American Bureau of Shipping attendance once Contractor notifies COTR there are fit ups to be inspected. The Contractor shall due 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

**5. PERFORMANCE WORK STATEMENT (PWS) :**

**5.1** Contractor shall supply all labor, equipment, materials and services to perform the following boiler repairs, inspections, and test to the satisfaction of the USCG, American Bureau of Shipping, and MARAD COTR.

**5.2 BOILER MOUNT INSPECTION,USCG & ABS (CLIN 0001)**

Contractor shall open, clean, and display for inspection by ABS and USCG nine (9) Boiler Mounts (valves) per boiler for a total of (18) valves.

5.2.1 Main Steam Stop

5.2.2 Generator Steam Stop

5.2.3 Auxiliary Steam Stop

5.2.4 Main Feedwater stops

5.2.5 Auxiliary Feedwater Stops

5.2.6 Surface Blow down

5.2.7 Bottom Blowdown

5.2.8 Superheater Vent

5.2.9 Soot Blower Stop

5.2.10 Upon completion of a satisfactory inspection, valves will be lapped, blued and closed with new gaskets.

**5.3 RE-SURFACING OF PORT & STARBOARD BOILER MOUNT FLANGES (CLIN 0002)**

Contractor must insure that after re-surfacing is accomplished the resulting flange will be acceptable to ASME standards for that particular size flange. Contractor must also perform the re-surfacing procedure and end results to the satisfaction of the ABS and USCG surveyors/inspectors.

5.3.1 Two (2) each, 1 1/2"- 600# superheater outlet safety valve mounting flanges that are steam cut.

5.3.2 Two (2) 600# pilot flanges (1 port, 1 stbd.) 1.5" I.D. X 2.75" RF X 6.25" O.D to a 125 AA RMS.

**5.4 WATER WASHING OF PORT & STARBOARD BOILERS' ECONOMIZERS (CLIN 0003)**

5.4.1 Contractor is to open Boilers to allow full access to economizers to facilitate efficient and proper cleaning and inspection of the economizer tubes & their finned surfaces.

5.4.2 Contractor shall provide and install tarps in such a manner that the boilers' generating bank tubes and refractory are protected from the work being performed.

5.4.3 Contractor shall insure that all runoff is collected and disposed of in accordance with all Federal, state and local laws. Note that vessel is in a "No Discharge Zone"

5.4.4 Cleaning process will be considered complete after the C/E has inspected and approved the cleaning job.

5.4.5 Contractor shall provide all equipment and services to allow for the boilers to be dried out with warm dry air, the drying out process and end result must be to the satisfaction of the MARAD COTR and C/E.

**5.5 FABRICATE & INSTALL BOILER DOORS (CLIN 0004)**

5.5.1 One (1) ea. 4' X 1' X 1/4" with a 1" X 1/4" flat bar doubler around the perimeter of the door for seating of dogs.

5.5.2 One (1) ea. 3'6" X 1' X 1/4" with flat bar doubler around the perimeter of the door for seating of dogs.

5.5.3 Two ea. 2' X 2' X 1/4" with flat bar doubler around the

- perimeter of the door for seating of dogs.
- 5.5.4 Contractor shall confirm all measurements before fabricating the above measurements are rough estimates provided for the convenience of the Contractor. Contractor shall be responsible for all pre-fabrication and final measurements.
- 5.5.5 All of the above doors to have, 2" thick rock wool insulation the entire inside area of the door and fitted with a sheet metal cover. Finished product will be subject to the approval of the C/E before being installed.

**5.6 1<sup>st</sup> STAGE HEATER SURVEY/REPAIR (CLIN 0005)**

- 5.6.1 While in operation the 1<sup>st</sup> stage feed heater drain section floods and develops a 6-psi shell press.
- 5.6.2 Contractor to provide all labor, equipment, materials, and services to hydrostatically test all three (3) sections of the feed heater, hydrostatic test procedure must be approved by the C/E and in accordance with onboard tech. manual. Contractor shall provide a condition found report to COTR.
- 5.6.3 Tubes are 5/8" OD #18 BWG

**5.7 OPEN & INSPECT MAIN ENGINE STEAM STRAINER (CLIN 0006) CANCELLED ---DELETE**

**5.8 OPEN & INSPECT MAIN ENGINE MANEUVERING VALVES (CLIN 0007) CANCELLED ----DELETE**

**5.9 HYDROSTATIC PRESSURE TEST OF THE PORT & STARBOARD BOILERS (CLIN 0008)**

- 5.9.1 The Boilers are Foster-Wheeler Marine “D” type, operating at 600 psig, 850 °F Superheat with a MAWP of 750 psi
- 5.9.2 All removed fasteners shall be accounted for and shall be stowed in a bag nearby and identified as to the valve from which they were removed.
- 5.9.3 Insulation blankets, insulation block and the like shall be re-installed following a satisfactory 750 psig hydrostatic test.
- 5.9.4 Make all removals and restorations, rig and unrig staging, provide and operate testing equipment, supply all services, assistance, and effect a complete inspection of the P/S Boilers. The ship’s boilers are currently in dry lay up with dehumidification hoses running in/out of the steam drums and mud drums. These hoses shall be carefully removed and stowed in a safe location.
- 5.9.5 After all work is completed new Contractor furnished manhole gaskets shall be furnished to vessel.
- 5.9.6 Remove all doors in way of all boiler headers (outboard and rear, upper and lower water walls, super heater inlet and outlet, economizers).
- 5.9.7 Remove all boiler drum safety valves (2 per boiler) and super heater safety valves (1 per boiler) and with Contractor furnished blanks, hard blank the resulting open ends of both piping and valves using new gaskets. Store the safety valves in a secure, safe area. Care shall be taken not to damage the valves in any way.
- 5.9.8 Pressurize the steam and water sides of both boilers using the vessel’s furnished service air pressure of 100 psig to determine if there are any leaks.
- 5.9.9 Repair any leaks found to the satisfaction of the C/E and COTR in accordance with the terms. Repairs shall be subject to a change order issued by the COTR. Supplemental labor and materials shall not be provided to repair leaks associated with work the Contractor has

previously performed relative to the installation of blanks and re-installation of all mountings.

- 5.9.10 Perform a satisfactory pressure drop test using the vessel's furnished service air.
- 5.9.11 Fill both boilers (both steam and waterside) with clean, fresh water 15 to 20 degrees F above ambient temperature with a **minimum temperature of 70°F**, supplied by vessel. Vent all air from both boilers, economizers and all piping at all high points
- 5.9.12 Perform a hydrostatic test of the Port and Starboard boilers to the USCG required hydrotest pressure of 1.25% of MAWP (750 psig). Any leaks found as a result of work performed by Contractor shall be addressed by the Contractor to the satisfaction of the C/E and COTR.
- 5.9.13 Following a satisfactory hydrostatic test to 938 psig, remove and dispose of all water in accordance with all Federal, State and Local regulations. The ship is docked in a zero discharge zone. Use the vessel's furnished service air pressure to assist in the removal of as much of the water residue as possible.
- 5.9.14 Remove all blanks and install valves as required.
- 5.9.15 Clean all boiler header inner and outer door sealing surfaces and Re- install only with new Contractor furnished press seal. Liberally coat all fasteners with high temperature anti seize compound.

## **5.10 ASBESTOS MONITORING**

- 5.10.1 There is the possibility that some of the insulation on the boilers may contain asbestos. It is believed that the statement of work described above can be done without exposing any asbestos insulation. However, if asbestos insulation is encountered, it will have to be dealt with in accordance with all federal, state and local requirements. Contractor shall subcontract for a certified industrial hygienist to oversee the safety of the asbestos removals if asbestos is encountered. This item pricing shall include the cost to sample all work-impacted areas before work begins and to monitor the worksites throughout the execution of the work package. All sampling and inspection results shall be submitted to the COTR via Condition Report. **Should conditions warrant**

**securing worksite(s) for encapsulation or removal actions, the costs to accomplish such shall be pre-approved by the COTR and will be funded by Delivery Order against Supplemental Growth CLINs 0009 & 0010.**

**NOTE: Only the hygienist service is to be priced in this item.**

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**5.11 PERFORMANCE CRITERIA:**

5.11.1 Immediately following issuance of PO.

**5.12 NOTES:**

5.12.1 Additional problem areas discovered during the course of these repairs shall be addressed by the Contractor in the form of Contractors Condition Found Report. If repairs are required, the Contractor shall provide the COTR with a Condition report and it will be the determination of the COTR whether or not to issue a Request for Pricing and/or a Delivery order. The Contractor is to provide a breakdown of labor pricing, by trade, and material pricing by item required on all RFP's. The sum of these shall constitute the total price presented. (Sub-Contractor and other such charges shall fall under Material costs.) Owner reserves the right to have repairs done by vessel crew or other Contractor in a way that will not impede Contractor's progress.

5.12.2 The vessel is located in a "NO DISCHARGE ZONE". Contractor shall make every effort to prevent overboard discharge from any operation or testing procedure. Should any discharge overboard occur as a result of preparation, testing or any associated operation, Contractor shall bear full financial responsibility for required collection, recovery, remediation etc. to satisfy all local requirements. Contractor shall be responsible for all required notifications.

5.12.3 Material may not be marked up, and it must be billed at actual cost. (Owner may require Contractor to provide receipts)

5.12.4 All Engine Room areas, decks, and bilges are clean and dry. All areas affected by this work shall be cleaned daily. All Boiler door sealing compound dropped to the lower level or bilges of the engine room shall be cleaned by the Contractor daily. Bilges shall be kept dry/ water removed daily. All wok areas shall to be cleaned daily at

the end of work shift. All ladders, walk ways, and doors shall be kept clear of all hoses, electrical cords, etc.

5.12.5 Work days and hours shall be Monday thru Friday, 08:00- 16:00.  
No work on Sundays or Holidays.

**5.13 SUPPLEMENTAL LABOR (CLIN 0009)**

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 a stabilized rate, with extended pricing for a total of 215 man hours of Supplemental Labor. These hours, if required, will be tasked by the COTR via Delivery Order. Only the COTR or Contracting Officer may authorize work for Supplemental Labor and Materials.

**5.14 SUPPLEMENTAL MATERIALS (CLIN 0010)**

5.14.1 The offeror shall make allowance for up to \$5,000.00 in Supplemental Material charges, with no burden. This funding, if required, will be Authorized by the COTR or Contracting Officer via Delivery Order.

WD 05-2376 (Rev.-8) was first posted on www.wdol.gov on 08/04/2009

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2376  
Revision No.: 8  
Date Of Revision: 07/29/2009

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and  
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.11
01012 - Accounting Clerk II		18.22
01013 - Accounting Clerk III		21.41
01020 - Administrative Assistant		30.93
01040 - Court Reporter		21.19
01051 - Data Entry Operator I		14.10
01052 - Data Entry Operator II		15.37
01060 - Dispatcher, Motor Vehicle		25.16
01070 - Document Preparation Clerk		15.56
01090 - Duplicating Machine Operator		15.56
01111 - General Clerk I		14.82
01112 - General Clerk II		16.95
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		25.69
01141 - Messenger Courier		11.97
01191 - Order Clerk I		18.05
01192 - Order Clerk II		21.67
01261 - Personnel Assistant (Employment) I		18.21
01262 - Personnel Assistant (Employment) II		20.36
01263 - Personnel Assistant (Employment) III		23.27
01270 - Production Control Clerk		23.27
01280 - Receptionist		15.67
01290 - Rental Clerk		17.89
01300 - Scheduler, Maintenance		21.18
01311 - Secretary I		21.18
01312 - Secretary II		24.82
01313 - Secretary III		25.69
01320 - Service Order Dispatcher		20.00
01410 - Supply Technician		30.93
01420 - Survey Worker		20.79
01531 - Travel Clerk I		15.33
01532 - Travel Clerk II		16.61
01533 - Travel Clerk III		18.03
01611 - Word Processor I		17.46
01612 - Word Processor II		19.58
01613 - Word Processor III		21.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.94
05010 - Automotive Electrician		27.14

05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.98
11260 - Pruner	14.75
11270 - Tractor Operator	17.86
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	16.95
12000 - Health Occupations	
12010 - Ambulance Driver	22.72
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	23.30
12015 - Certified Physical Therapist Assistant	21.63
12020 - Dental Assistant	16.58
12025 - Dental Hygienist	32.86
12030 - EKG Technician	28.08
12035 - Electroneurodiagnostic Technologist	28.08
12040 - Emergency Medical Technician	24.99
12071 - Licensed Practical Nurse I	21.16
12072 - Licensed Practical Nurse II	23.69
12073 - Licensed Practical Nurse III	23.81
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	35.64
12221 - Nursing Assistant I	11.86
12222 - Nursing Assistant II	14.72
12223 - Nursing Assistant III	15.82
12224 - Nursing Assistant IV	16.08
12235 - Optical Dispenser	24.08
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	14.20

12280 - Phlebotomist	15.67
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	32.07
12312 - Registered Nurse II	37.21
12313 - Registered Nurse II, Specialist	37.21
12314 - Registered Nurse III	46.90
12315 - Registered Nurse III, Anesthetist	46.90
12316 - Registered Nurse IV	56.19
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.58
13012 - Exhibits Specialist II	31.89
13013 - Exhibits Specialist III	37.24
13041 - Illustrator I	26.51
13042 - Illustrator II	32.31
13043 - Illustrator III	36.45
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	25.62
13061 - Media Specialist I	22.91
13062 - Media Specialist II	25.62
13063 - Media Specialist III	28.57
13071 - Photographer I	20.66
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13110 - Video Teleconference Technician	22.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.85
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.92
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.85
14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.07
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	51.11
15050 - Computer Based Training Specialist / Instructor	37.07
15060 - Educational Technologist	32.90
15070 - Flight Instructor (Pilot)	51.11
15080 - Graphic Artist	32.06
15090 - Technical Instructor	31.44
15095 - Technical Instructor/Course Developer	38.34
15110 - Test Proctor	25.30
15120 - Tutor	25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.15
16030 - Counter Attendant	11.15
16040 - Dry Cleaner	13.72
16070 - Finisher, Flatwork, Machine	11.15
16090 - Presser, Hand	11.15
16110 - Presser, Machine, Drycleaning	11.15
16130 - Presser, Machine, Shirts	11.15
16160 - Presser, Machine, Wearing Apparel, Laundry	11.15

16190 - Sewing Machine Operator	14.57
16220 - Tailor	15.39
16250 - Washer, Machine	12.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	22.56
21040 - Material Expediter	22.56
21050 - Material Handling Laborer	16.41
21071 - Order Filler	15.58
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	14.45
21150 - Stock Clerk	18.11
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	23.33
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	36.53
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	27.45
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	24.73
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.30
23430 - Heavy Equipment Mechanic	24.95
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	29.17
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	29.17
23592 - Metrology Technician II	30.31
23593 - Metrology Technician III	31.42
23640 - Millwright	31.22

23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	25.47
23790 - Pipefitter, Maintenance	32.88
23810 - Plumber, Maintenance	32.93
23820 - Pneudraulic Systems Mechanic	27.25
23850 - Rigger	23.53
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	32.90
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	25.72
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.56
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	17.35
27008 - Corrections Officer	30.97
27010 - Court Security Officer	30.31
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	30.97
27070 - Firefighter	28.96
27101 - Guard I	17.35
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	20.80
28630 - Sports Official	13.35
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.84
29042 - Stevedore II	29.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.50
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.00
30021 - Archeological Technician I	18.82
30022 - Archeological Technician II	20.21
30023 - Archeological Technician III	26.78
30030 - Cartographic Technician	26.78

30040 - Civil Engineering Technician	24.74
30061 - Drafter/CAD Operator I	19.31
30062 - Drafter/CAD Operator II	21.59
30063 - Drafter/CAD Operator III	24.08
30064 - Drafter/CAD Operator IV	29.66
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.47
30083 - Engineering Technician III	25.28
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.07
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	26.78
30361 - Paralegal/Legal Assistant I	22.19
30362 - Paralegal/Legal Assistant II	27.47
30363 - Paralegal/Legal Assistant III	33.62
30364 - Paralegal/Legal Assistant IV	40.67
30390 - Photo-Optics Technician	26.78
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	25.11
30492 - Unexploded Ordnance (UXO) Technician II	30.38
30493 - Unexploded Ordnance (UXO) Technician III	36.41
30494 - Unexploded (UXO) Safety Escort	25.11
30495 - Unexploded (UXO) Sweep Personnel	25.11
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.08
30621 - Weather Observer, Senior	(see 2) 26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.80
31364 - Truckdriver, Tractor-Trailer	23.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	34.64
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.75
99710 - Recycling Laborer	17.98
99711 - Recycling Specialist	20.54
99730 - Refuse Collector	16.69
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	23.44
99831 - Surveying Aide	15.32
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	19.20
99841 - Vending Machine Repairer	23.47
99842 - Vending Machine Repairer Helper	18.98

## ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

## THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	Page 1 of 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 02/12/2010	4. REQUISITION/PURCHASE REQ. NO. PR SAR100251	5. PROJECT NO. (If applicable)		
6. ISSUED BY DOT/Maritime Administration, Atlantic Division Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 19, Suite 300 Norfolk, VA 23505		CODE 00092	7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, Atlantic Division Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 19, Suite 300 Norfolk, VA 23505		CODE 00092
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  No Contractor Information Available			(X)	9A. AMENDMENT OF SOLICITATION NO. DTMA2Q10004	
			(X)	9B. DATED (SEE ITEM 11) 01/13/2010	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input type="checkbox"/>	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
TS EMPIRE STATE

This Amendment deletes CLIN's 0006 and 0007, confirmed on Thursday, February 11, 2010. See Line Item Summary.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eileen M. Williams	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2Q10004/0002	<b>Title</b> TSES Boiler Package	<b>Page</b> 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
<i>This Amendment deletes CLIN's 0006 and 0007, confirmed on Thursday, February 11, 2010.</i>						
0001	Boiler Mount Inspection, USCG &ABS	(01/27/2010 to 02/10/2010)	0.00	JOB	\$ _____	\$ _____
	Change in Extended Description This Amendment deletes CLIN's 0006 and 0007, confirmed on Thursday, February 11, 2010.					
	See Performance Work Statement (PWS), Section 5.2					
	Ref Req No: PRSAR100251					
0006	Open and Inspect Main Engine Steam Strainer	(01/27/2010 to 02/10/2010)	0.00	JOB	\$ _____	\$ _____
	Change in Extended Description See Performance Work Statement (PWS), Section, 5.7					
	THIS ITEM IS HEREBY CANCELLED					
	Ref Req No: PRSAR100251					
0007	Open and Inspect Main Engine Manuvering Valves	(01/27/2010 to 02/10/2010)	0.00	JOB	\$ _____	\$ _____
	Change in Extended Description See Performance Work Statement (PWS), Section, 5.8					
	THIS ITEM IS HEREBY CANCELLED					
	Ref Req No: PRSAR100251					

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	Page 1 of 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 01/15/2010	4. REQUISITION/PURCHASE REQ. NO. PR SAR100251	5. PROJECT NO. (If applicable)		
6. ISSUED BY DOT/Maritime Administration, Atlantic Division Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 19, Suite 300 Norfolk, VA 23505		CODE 00092	7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, Atlantic Division Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 19, Suite 300 Norfolk, VA 23505		CODE 00092
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  No Contractor Information Available			(X)	9A. AMENDMENT OF SOLICITATION NO. DTMA2Q10004	
			(X)	9B. DATED (SEE ITEM 11) 01/13/2010	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input type="checkbox"/>	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
TS EMPIRE STATE BOILER REPAIRS

**FOLLOWING PEN AND INK CHANGES:**

- Commercial Clauses, Clause 2, DOL Service Contract Act Wage Determination, page 8, DELETE reference to WD#2376 (REV 7) and REPLACE with: WD#05-2376 (REV 8) dtd 7/29/09 was first posted on www.dol.gov on 8/4/2009.
- Performance Work Statement (PWS), Para. 5.9, DELETE typo error (5.8.10) & REPLACE with Para. 5.9.2. (Page 36)
- PWS, Para. 5.9.5, First sentence is part of 5.9.5. INSERT Para. 5.9.6 beginning with second sentence "...Remove all doors in way of all boiler headers (outboard and rear, upper and lower water walls, super heater inlet and outlet, economizers). (Page 37)

Replacement Pages 36 and 37 are attached to this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eileen M. Williams	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 01/15/2010

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2Q10004/0001	<b>Title</b> TSES Boiler Package	<b>Page</b> 2 of 1
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No Funding Information

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date</b> (Start date to End date)	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
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No Changed Line Item Fields

**Previous Total:**  
**Modification Total:**  
**Grand Total:**