

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

1. REQUISITION NUMBER PR SAR100305		PAGE 1 OF 62	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 06/08/2010	4. ORDER NUMBER DTMA2P10110	5. SOLICITATION NUMBER DTMA2Q10020
7. FOR SOLICITATION INFORMATION CALL: a. NAME Monique Leake		b. TELEPHONE NUMBER (No collect calls) (757) 322-5820 ext.	8. OFFER DUE DATE/ 04/28/2010 LOCAL TIME 2:30 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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0.00% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO James River Reserve Fleet, Fleet Operations Group, MRG-7715 End of Harrison Road, Bldg. 2606  Fort Eustis, VA 23604 Attn: Martin Walker	CODE	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
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17a. CONTRACTOR/OFFEROR COLONNA'S SHIP YARD, INCORPORATED  400 E INDIAN RIVER RD NORFOLK, VA 23523-1799 TELEPHONE NO.(804) 545-2414 ext.	CODE *	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710, Oklahoma City, OK 73125	CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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) \$ 463,718.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

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

29. AWARD OF CONTRACT: REF. your email 5/28/10 & OFFER DATED 06/02/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
*Richard Sobocinski*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*Monique P. Leake*

30b. NAME AND TITLE OF SIGNER (Type or print) Richard Sobocinski, VP Contracts	30c. DATE SIGNED 06/09/2010	31b. NAME OF CONTRACTING OFFICER (Type or print) Monique Leake	31c. DATE SIGNED 06/08/2010
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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

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**Total Funding:** \$463,718.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>See Line Item(s)</b>											
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
<i>DUNS #003174273</i>						
<i>COTR is Martin Walker; Phone Number: 757-887-3233 X11</i>						
0001	FS-209 Drydocking	(06/09/2010 to 07/08/2010)	1.00	JOB	\$68,000.000	\$ 68,000.00
Complete the drydocking of the FS-209 as per the attached D/D Statement of Work. Work to be completed 30-days after award.						
Ref Req No: PRSAR100305						
Funding Information:						
2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$68,000.00						
0002	COMPARTMENT CLEANING	(06/09/2010 to 07/08/2010)	1.00	JOB	\$26,176.000	\$ 26,176.00
See attached SOW.						
Funding Information:						
2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$26,176.00						
0003	OILY WATER DISPOSAL	(06/09/2010 to 07/08/2010)	1.00	JOB	\$5,082.000	\$ 5,082.00
See attached SOW.						
Funding Information:						
2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$5,082.00						

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 4 of 62
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**Total Funding:** \$463,718.00

**FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category**  
**See Line Item(s)**  
**Division Closed FYs Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0004	MARINE CHEMIST TESTING	(06/09/2010 to 07/08/2010)	1.00	JOB	\$6,322.000	\$ 6,322.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$6,322.00					
0005	ULTRASONIC HULL SURVEY	(06/09/2010 to 07/08/2010)	1.00	JOB	\$1,948.000	\$ 1,948.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$1,948.00					
0006	PROPELLER & PROPELLER SHAFT REMOVAL	(06/09/2010 to 07/08/2010)	1.00	JOB	\$52,044.000	\$ 52,044.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$52,044.00					

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**Total Funding:** \$463,718.00

**FYs**      **Fund**    **Budget Org**   **Sub**    **Object Class**   **Sub**    **Program**    **Cost Org**   **Sub**    **Proj/Job No.**   **Sub**    **Reporting Category**

**See Line Item(s)**

**Division**                      **Closed FYs**                      **Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0007	SEA VALVES	(06/09/2010 to 07/08/2010)	1.00	JOB	\$3,546.000	\$ 3,546.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$3,546.00

0008	SEA CHESTS	(06/09/2010 to 07/08/2010)	1.00	JOB	\$3,100.000	\$ 3,100.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$3,100.00

0009	RUDDER INSPECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$10,100.000	\$ 10,100.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$10,100.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 6 of 62
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**Total Funding:** \$463,718.00

**FYs**      **Fund**    **Budget Org**   **Sub**    **Object Class**   **Sub**    **Program**    **Cost Org**   **Sub**    **Proj/Job No.**   **Sub**    **Reporting Category**

**See Line Item(s)**

**Division**                      **Closed FYs**                      **Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0010	ENGINE/SHAFT ALIGNMENT	(06/09/2010 to 07/08/2010)	1.00	JOB	\$17,872.000	\$ 17,872.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$17,872.00

0011	INSPECT AND TEST AIR RECEIVERS	(06/09/2010 to 07/08/2010)	1.00	JOB	\$8,208.000	\$ 8,208.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$8,208.00

0012	SPUD REPAIRS	(06/09/2010 to 07/08/2010)	1.00	JOB	\$15,000.000	\$ 15,000.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$15,000.00

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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

**See Line Item(s)**

Division Closed FYs Cancelled Fund

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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0013	SPUD CABLE SHEAVES	(06/09/2010 to 07/08/2010)	1.00	JOB	\$8,000.000	\$ 8,000.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$8,000.00

0014	FENDER SYSTEM INSTALLATION	(06/09/2010 to 07/08/2010)	0.00	JOB	\$ .000	\$ 0.00
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LINE ITEM REMOVED.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$0.00

0015	FUEL TAN CLEANING AND INSPECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$9,476.000	\$ 9,476.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$9,476.00

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**Total Funding:** \$463,718.00

**FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category**  
**See Line Item(s)**  
**Division Closed FYs Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0016	GENERAL DAY TANKS CLEANING AND INSPECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$3,744.000	\$ 3,744.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$3,744.00					
0017	MAIN ENGINE DAY TANKS CLEANING AND INSPECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$5,930.000	\$ 5,930.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$5,930.00					
0018	WATER TANK INSPECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$6,596.000	\$ 6,596.00
	See attached SOW.					
	Funding Information:					
	2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$6,596.00					

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**Total Funding:** \$463,718.00

**FYs**      **Fund**    **Budget Org**   **Sub**    **Object Class**   **Sub**    **Program**    **Cost Org**   **Sub**    **Proj/Job No.**   **Sub**    **Reporting Category**

**See Line Item(s)**

**Division**                      **Closed FYs**                      **Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0019	ENGINE AND BOILER EXHAUST SYSTEM	(06/09/2010 to 07/08/2010)	0.00	JOB	\$.000	\$ 0.00
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LINE ITEM REMOVED

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$0.00

0020	HEAT EXCHANGER RECONDITIONING	(06/09/2010 to 07/08/2010)	1.00	JOB	\$20,500.000	\$ 20,500.00
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See attached SOW.

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$20,500.00

0021	GENERATO RAW WATER PIPING	(06/09/2010 to 07/08/2010)	0.00	JOB	\$.000	\$ 0.00
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LINE ITEM REMOVED

Funding Information:

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$0.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 10 of 62
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**Total Funding:** \$463,718.00

**FYs**      **Fund**    **Budget Org**    **Sub**    **Object Class**    **Sub**    **Program**    **Cost Org**    **Sub**    **Proj/Job No.**    **Sub**    **Reporting Category**

**See Line Item(s)**

**Division**                      **Closed FYs**                      **Cancelled Fund**

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0022	INSTALL DEPTH SOUNDER TRANSDUCER	(06/09/2010 to 07/08/2010)	1.00	JOB	\$4,084.000	\$ 4,084.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$4,084.00

0023	IMPRESSED CURRENT CATHODIC PROTECTION	(06/09/2010 to 07/08/2010)	1.00	JOB	\$54,094.000	\$ 54,094.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$54,094.00

0024	HULL CLEANING AND COATING	(06/09/2010 to 07/08/2010)	1.00	JOB	\$104,696.000	\$ 104,696.00
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See attached SOW.

**Funding Information:**

2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$104,696.00

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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

**See Line Item(s)**

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025	OPTIONAL LINE ITEMS	(06/09/2010 to 07/08/2010)	1.00	NSP	\$ .000	\$ 0.00
Funding Information: 2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 25421 - 6100 - 6600 - \$0.00						
0025AA	DECK CLEANING, SANDBLASTING AND PAINTING	(06/09/2010 to 07/08/2010)	0.00	JOB	\$50,000.000	\$ 0.00
See attached SOW.						
0025AB	DECKHOUSE CLEANING, SANDBLASTING AND PAINTING	(06/09/2010 to 07/08/2010)	0.00	JOB	\$30,000.000	\$ 0.00
See attached SOW.						
0025AC	PROPELLER RECONDITIONING	(06/09/2010 to 07/08/2010)	0.00	JOB	\$6,310.000	\$ 0.00
See attached SOW.						
0025AD	COUPLING BOLTS	(06/09/2010 to 07/08/2010)	0.00	JOB	\$9,622.000	\$ 0.00
See attached SOW.						

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 12 of 62
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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category  
**See Line Item(s)**  
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025AE	STERN TUBE AND STRUT BEARINGS  <b>See CLIN 006</b>  See attached SOW.	(06/09/2010 to 07/08/2010)	0.00	JOB	\$ .000	\$ 0.00
0025AF	STEERING RUDDER STOCK RE-SLEEVEING  See attached SOW.	(06/09/2010 to 07/08/2010)	0.00	JOB	\$6,920.000	\$ 0.00
0025AG	STEERING RUDDER TUBE BUSHING  See attached SOW.	(06/09/2010 to 07/08/2010)	0.00	JOB	\$7,292.000	\$ 0.00
0025AH	STEERING HYDRAULIC UNITS  See attached SOW.	(06/09/2010 to 07/08/2010)	0.00	JOB	\$18,230.000	\$ 0.00
0025AI	STEERING CONTROLS  See attached SOW.	(06/09/2010 to 07/08/2010)	0.00	JOB	\$27,154.000	\$ 0.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 13 of 62
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Total Funding: \$463,718.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>See Line Item(s)</b>											
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0025AJ	STEERING CONTROLS	(06/09/2010 to 07/08/2010)	0.00	JOB	\$ .000	\$ 0.00
	DUPLICATE LINE ITEM (See 0025AI)					
0025AK	SHEAVE SUPPORT STRAIGHTENING	(06/09/2010 to 07/08/2010)	0.00	JOB	\$4,388.000	\$ 0.00
0025AL	SPUD SHEAVE PIN	(06/09/2010 to 07/08/2010)	0.00	JOB	\$1,198.000	\$ 0.00
	See attached SOW.					
0025AM	LARGE GUIDE SHEAVE PIN	(06/09/2010 to 07/08/2010)	0.00	JOB	\$891.000	\$ 0.00
	See attached SOW.					
0025AN	SMALL GUIDE SHEAVE PIN	(06/09/2010 to 07/08/2010)	0.00	JOB	\$676.000	\$ 0.00
	See attached SOW.					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 14 of 62
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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category  
**See Line Item(s)**  
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025AO	STACK PLATING	(06/09/2010 to 07/08/2010)	0.00	EA	\$33,576.000	\$ 0.00
	See attached SOW.					
0025AP	1/4" PLATE INSERTS	(06/09/2010 to 07/08/2010)	0.00	LBS	\$18.750	\$ 0.00
	See attached SOW.					
0025AQ	5/16" PLATE INSERTS	(06/09/2010 to 07/08/2010)	0.00	LBS	\$17.500	\$ 0.00
	See attached SOW.					
0025AR	3/8" PLATE INSERTS	(06/09/2010 to 07/08/2010)	0.00	LBS	\$16.250	\$ 0.00
	See attached SOW.					
0025AS	3/8" KNUCKLE PLATE	(06/09/2010 to 07/08/2010)	0.00	LBS	\$19.250	\$ 0.00
	See attached SOW.					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 15 of 62
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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

**See Line Item(s)**

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025AT	SHAPES OF VARIOUS	(06/09/2010 to 07/08/2010)	0.00	LBS	\$19.250	\$ 0.00
	See attached SOW.					
0025AU	BRACKETS OF VARIOUS	(06/09/2010 to 07/08/2010)	0.00	LBS	\$19.250	\$ 0.00
	See attached SOW.					
0025AV	1/4" WELDS	(06/09/2010 to 07/08/2010)	0.00	FT	\$35.000	\$ 0.00
	See attached SOW.					
0025AW	5/16" WELDS	(06/09/2010 to 07/08/2010)	0.00	FT	\$37.000	\$ 0.00
	See attached SOW.					
0025AX	3/8" WELDS	(06/09/2010 to 07/08/2010)	0.00	FT	\$39.000	\$ 0.00
	See attached SOW.					

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 16 of 62
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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

**See Line Item(s)**

Division Closed FYs Cancelled Fund

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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0025AY	CRANE ACCUMULATORS	(06/09/2010 to 07/08/2010)	0.00	EA	\$9,318.000	\$ 0.00
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See attached SOW.

0025AZ	GAUGES	(06/09/2010 to 07/08/2010)	0.00	EA	\$3,670.000	\$ 0.00
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See attached SOW.

0026	SUPPLEMENTAL LABOR	(06/09/2010 to 07/08/2010)	200.00	MH	\$46.000	\$ 9,200.00
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The Supplemental Labor rate shall be a yard-wide composite labor rate and include all management, supervision, overhead, G&A; profit on labor, materials and subcontract costs; overtime, quality assurance, delay and disruption, bonding and insurance. The yard-wide composite rate bid by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time and is not included in other CLINs.

Funding Information:

- 2010 - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$9,200.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P10110	<b>Title</b> FS-209 Drydocking	<b>Page</b> 17 of 62
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Total Funding: \$463,718.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

**See Line Item(s)**

Division Closed FYs Cancelled Fund

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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0027	SUPPLEMENTAL MATERIAL		1.00	JOB	\$20,000.000	\$ 20,000.00
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(06/09/2010 to 07/08/2010)

THIS IS A NOT TO EXCEED AMOUNT

The allowance for supplemental material is for direct costs only plus an allowance of 5% to cover handling, equipment, G&A and overhead associated with materials and/or subcontract costs. Supplemental material will be payable to the contractor only to the extent authorized as part of Supplemental Growth Work.

Funding Information:

- 2010 - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 -  
106171 - 76 - FCM0 - 25421 - 6100 - 6600 -  
\$20,000.00

**Total Cost:** \$463,718.00

*In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.*

SPECIAL PROVISIONS  
MULBERRY ISLAND FS-209

1. General:

a. The work required consists of drydocking the MULBERRY ISLAND FS-209 and performing the work described by the Technical Specifications. The Contractor will furnish all labor, material, fittings, tools, power, lubricants, fuel, water, etc., necessary to accomplish the work within the contract period specified.

b. The MULBERRY ISLAND FS-209 is a self-propelled, twin screw, steel hull vessel with length overall - 170'-6" (hull), beam overall - 42'-8", molded depth amidships - 7'-8" and a displacement of approximately 755 long tons light.

c. The Contractor shall furnish the necessary facilities for and shall bear the expense of any movement of the plant while it is in his possession.

d. Should the removal or shifting of any parts of the plant or its fittings be necessary for the carrying out of the repairs specified, the same shall be done by the contractor and all such removals shall be subsequently replaced and any damage or loss resulting there from shall be made good by the contractor at his expense. Should any portion of the plant's structure, fixtures or equipment requires alteration in order to carry out the work, even though not specifically mentioned herein, the contractor shall make such alterations at his expense.

2. Inspection of Plant by Prospective Bidders:

For information regarding the exact location of the plant and arrangements for inspection, contact Mr. Chris Hudgins James River Reserve Fleet Site Office, Fort Eustis, VA, and (757) 887-3233 x 17.

3. Delivery and Return of Plant:

a. Delivery. The Government will deliver the plant without cost to the Contractor, equipped to perform the required work in Hampton Roads Virginia. The plant does not have enough freeboard to safely transit delivery routes including the open waters of the Chesapeake Bay.

b. Return. The Government will accept return of the plant, upon completion of the work, at the point where delivered to the Contractor.

4. Normal Working Hours and Normal Working Days for Government Inspectors. Normal working hours and days for Government Inspectors are 7:00 AM to 5:30 PM Monday through Thursdays except for the ten (10) national holidays observed by the U. S. Government. Unless otherwise agreed to by the Government Inspector in advance, all inspections will be conducted during the above working hours which will include travel time to and from the contractor's facility. When the presence of a Government Inspector is requested by the contractor and/or required by the specifications, the Government Inspector will be notified at least 24 hours (excluding Saturdays, Sundays and national holidays) before his presence is required.

5. Definitions. The following words which are used in the specifications have the indicated meanings:

a. Plant - Items of floating plant or other equipment named in this paragraph together with their normal appurtenances, equipment, supplies, etc.

b. Replace - Remove and dispose of the designated material or item; furnish and install the same or equivalent material or item (or other material or item designated in the specifications).

c. Install (or Reinstall) - To fix in position and make all connections and/or adjustments necessary to ready an item for immediate use.

d. Includes - Includes but is not limited to.

e. Dry-docking - Removing a vessel from the water by means of a floating dry-dock, graving dock or marine railway. Other means for gaining access to hull surfaces normally underwater such as lifting with one or more cranes, ballasting or grounding are not acceptable.

TECHNICAL SPECIFICATIONS  
MULBERRY ISLAND FS-209

Drawings:

The following drawings are part of these specifications and are referenced in work items.

Dwg #	Title
4-1-60	General Arrangement Main Deck and Hold
4-1-61	General Arrangement Hurricane Deck and Above
4-1-62	Outboard Profile
4-1-63	Transverse Section
4-1-64	Structural Plan
4-1-65	Lines and Offsets
4-1-66	Details of Spuds and Spud Wells
4-1-67	Arrangement of Rudders and Rudder Stocks
4-1-68	Arrangement of Machinery - Plan View and List of Machinery
4-1-69	Arrangement of Machinery - Elevations and Sections
4-1-70	Propeller Shafting and Bearing Arrangement
4-1-71	Heating, Ventilation, and Air Conditioning
TB 720-140	Stacks
TB 720-140A	Stacks (Expansion Joint Pipe Hangers)
TB 720-141	Exhaust piping for Main Eng, Generator, Incinerator, Heating Boiler Expanded Metal Blkhds Around Incinerator & Foundations for
TB 720-142	Incinerator, Generator, & Compressor
TB 720-200	Propeller Shaft Details
TB 720-205	Stern Strut Details
TB 720-206	Stern Tube Details
TB 720-208	Flanking Rudder Trunk
TB 720-208A	Flanking Rudder Trunk
TB 720-209	Steering Rudder Trunk
TB 720-210	Steering Rudder
TB 720-211	Flanking Rudder
TB 720-4	Hull Plating Plan
TB 720-52	Sheave Supports For Port & Starboard Spud Cable
TB 720-52A	Sheave Supports For Port & Starboard Spud Cable
TB 720-52B	Sheave Supports For Aft Cable
TB 720-96	Docking Plan
TB 720-E6	Propeller Shaft Layout
TB 720-P7-1	Propulsion Control Air System Diagram
TB 720-P7C	Air System Arrangement and Details

CLIN	Title	Description
Clin 0001	Dry-docking	Dry-dock the MULBERRY ISLAND FS-209 and hold in dry-dock until all underwater work has been completed, tested and accepted by the Government inspector and all paint on interior and exterior surfaces below the waterline has dried or cured in accordance with the paint manufacturer's instructions. (See Dwg. No. 96, Docking Plan)
Clin 0002	Compartment Cleaning	Clean all interior compartments in preparation for testing under the <u>Marine Chemist Testing</u> item. To be acceptable, the cleaning must permit issuance of the certifications required by the <u>Marine Chemist Testing</u> item. Maintain all compartments in a gas free condition for the remainder of the repair period. Dispose of wastes under the <u>Oily Waste Disposal</u> item.
Clin 0003	Oily Waste Disposal	Properly dispose of all oily wastes in all compartments at the start of the contract. There will be less than 1000 gallons of oily wastes in the vessel when it is turned over to the Contractor. Wastes created by the cleaning process will be the Contractor's responsibility.
Clin 0004	Marine Chemist Testing	Have all hull compartments and both fuel tanks certified by a marine chemist as "Safe for Men" and "Safe for Fire". Provide a copy of the test report to the Government inspector within one working day of the test. This item will include any re-testing necessary to keep both required certifications current for the entire contract performance period. See the <u>Fuel Tank Cleaning and Inspection</u> item for fuel tank preparation requirements.
Clin 0005	Ultrasonic Hull Survey	Ultrasonically gauge the thickness of the hull below the waterline in areas of obvious mechanical damage and/or where the paint system is missing. Gauging locations will be as directed by Government personnel. See Dwg. 4 for plating thicknesses. The survey shall be conducted and certified by an operator having the appropriate American Welding Society certification for ultrasonic thickness measurement. Provide a copy of the operator's certification to the Government representative prior to conducting the survey. Mark readings on the hull at the measurement site. Provide a report identifying the operator, his qualifications, equipment used and location and result of each measurement on a simple diagram of the hull. This item will include all cleaning and grinding necessary to prepare the hull plating for the survey. (For bid purposes, estimate taking 200 readings. Payment will be based on the actual number of readings taken.)
Clin 0006	Propeller and Propeller Shaft Removal	<ol style="list-style-type: none"> <li>1. Remove propeller guards and propellers.</li> <li>2. Take clearance readings on each shaft in four places, 90 degrees apart, top, bottom, inboard, and outboard in the presence of the COTR. Record and submit readings to the COTR in duplicate.</li> <li>3. Take clearance readings on each rudder post in four places, 90 degrees apart. Submit readings to COTR.</li> <li>4. Clean propeller shaft tapers and submits to COTR for inspection.</li> <li>5. Disconnect and remove rudderposts and rudders. Drain rudders. Perform an air test on the rudders, mark and record all leaks.</li> <li>6. Disconnect shafts, remove packing, loosen stern tube and strut retaining rings. Draw the shafts and transport to the shop.</li> </ol>

		<p>7. Set up shafts in the lathe. Check and record run out. Polish and sound liners. Clean and polish tapers on inboard ends of shafts. Check and fit couplings to shafts.</p> <p>8. Inspect, using PT method, all tapers, keyways, and keys in the presence of the COTR.</p> <p>9. Clean propellers of all growth and polish. Dress up blade edges with hand tools only.</p> <p>10. Check fit of propeller hubs to propeller shaft in the presence of the COTR using blue check method.</p> <p>11. Remove strut and stern tube bearings. Clean bearing cavities using hydro-blast method and present for inspection. Coat surfaces using a surface tolerant epoxy. Provide and install new cutlass rubber bearings. Check alignment of bearings.</p> <p>12. Clean exposed areas of shafts to bare metal and coat as specified for underwater hull.</p> <p>13. Clean, polish and inspect rudder liners and bearings. Provide and install new bushings.</p> <p>14. Reinstall rudders, shafts, propellers, propeller guards and all associated components. Replace propeller shaft and rudder post packing. Renew deteriorated bolting. Float coat rudder internals. Check alignment of shafts. Take and record final propeller shafts and rudderposts clearance readings</p> <p>a. Install the keys in the shaft tapers.</p> <p>b. Check the percentage of contact between the propeller shaft coupling and the shaft taper by bluing. Machine and/or lap the coupling as necessary to obtain the percentage of contact required by ABS.</p> <p>c. Check the coupling face runout and correct as necessary.</p> <p>d. Check the percentage of contact between the propeller hub and the shaft taper by blueing. Machine and/or lap the coupling as necessary to obtain the percentage of contact required by ABS.</p> <p>15. Harden up the propeller nuts in the presence of the COTR. Install locking set screws and stake in place. Adjust steering for proper alignment of all rudders.</p> <p>** Note: shaft nuts may be tack welded.</p>
Clin 0007	Sea Valves	Disassemble four 6" gate valves, clean up, inspect and repair/resurface gate seating surface. Re-assemble using new packing.
Clin 0008	Sea Chests	Remove strainer plates from both main engine sea chests. Clean out mud and debris and remove existing zinc anodes. Prepare and paint interior

		surfaces and strainer plates under the <u>Hull Cleaning, Sandblasting and Painting</u> item. Install four 10 lb. zinc anodes in each sea chest. Reinstall the strainer plates using new stainless steel cotter pins. See Dwg. 99 for details.
Clin 0009	Rudder Inspection	Remove both steering and all four flanking rudders for inspection of rudder stock and rudder tube. Reinstall rudders using new lower grease seals and packing. See Dwgs. 209, 210, 208, 208A and 211 for details on the rudder installations
Clin 0010	Engine Alignment	Align the propulsion engines/transmissions with the propeller shafts/couplings after the vessel has been afloat for a least 24 hours. Acceptable tolerance is no more than .004" from parallel between transmission output flange and propeller shaft coupling flange with the coupling bolts loose.
Clin 0011	Inspect and Test Air Receivers	Internally inspect three starting air receivers and one ship's service air receiver. Hydrostatically test all five air receivers (includes new receiver installed under <u>Replace Air Receiver</u> item). Test pressure will be 250 psi. Mark each tank with the test date and re-test due date. Re-calibrate and test or replace and test all relief and pressure reducing valves. See Dwg. P7 for details.
Clin 0012	Spud Repairs	Perform the following work/repairs on each of the <del>three</del> <b>two (2)</b> 40' spuds (Note: Spuds are to be painted under the <u>Hull Cleaning, Sandblasting and Painting</u> item): <ul style="list-style-type: none"> <li>a. Remove spud from the boat.</li> <li>b. Cut holes in the approx. 1" thick sides of the spud to provide access to the sheave pin. Weld up access holes after replacements/repairs are completed.</li> <li>c. Replace 26" dia. sheave.</li> </ul> Clean up and inspect sheave pin. Replace under <u>Spud Sheave Pin (Optional)</u> item, if necessary.
Clin 0013	Spud Cable Sheaves	Replace the four 22" dia. Guide sheaves for the port and starboard spuds and the one 22" and two 10" dia. Guide sheaves for the aft spud. See Dwgs. 52, 52a and 52b. Clean up and inspect sheave pins, replace under <u>Large Guide Sheave Pin (Optional)</u> item or <u>Small Guide Sheave Pin (Optional)</u> item, if necessary. <b>Work is to be done on the two (2) spuds mentioned in CLIN 0012.</b>
Clin 0014	Fender System Repairs and Installation	<b>Line Item Removed</b>
Clin 0015	Fuel Tank Cleaning and Inspection	Remove and store up to 7,000 gallons of clean diesel fuel from the two 9,450 gallon capacity integral fuel tanks located outboard between frames 34 and 46 port and starboard. Remove and properly dispose of approximately 500 gallons of sludge and contaminated fuel from each tank and gas free both of them for inspection. After inspection and any repairs, replace access plates with new gaskets. Perform 5 psi compartment air test on both tanks. Return the clean fuel to the tanks.
Clin 0016	Generator Day Tanks Cleaning and Inspection	Remove and store up to 30 gallons of clean diesel fuel from the two 100 gallon capacity generator day tanks located between frames 69 and 70 port and starboard. Remove and properly dispose of approximately 10 gallons of sludge and contaminated fuel from each tank and gas free both of them for inspection. After inspection, replace access plates with new gaskets, seals and fasteners. Return the clean fuel to the tanks. See

		Dwg. P5 for details.																																
Clin 0017	Main Engine Day Tanks Cleaning and Inspection	<p>a. Replace two 2" gate valves in the supply lines to the main engine day tanks.</p> <p>b. Remove and store up to 100 gallons of clean diesel fuel from the two 250 gallon capacity main engine day tanks located between frames 65 and 67 port and starboard. Remove and properly dispose of approximately 25 gallons of sludge and contaminated fuel from each tank and gas free both of them for inspection. After inspection, replace access plates with new gaskets, seals and fasteners. Return the clean fuel to the tanks.</p>																																
Clin 0018	Water Tank Inspection	<p>Pump out the following tanks and remove all access covers. Inspect the tank interiors for deterioration/cleanliness. Replace access covers with new gaskets.</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: left;"><u>Location</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>Wash water storage tank</td> <td>8477 gal.</td> <td>Fr.10-22 Port</td> <td></td> </tr> <tr> <td>Wash water storage tank</td> <td>8477 gal.</td> <td>Fr.10-22 Stbd.</td> <td></td> </tr> <tr> <td>Wash water service tank</td> <td>1170 gal.</td> <td>Fr.32-36 Stbd.</td> <td></td> </tr> <tr> <td>Potable water storage tank</td> <td>gal.</td> <td>Fr.50-58 Port</td> <td>6423</td> </tr> <tr> <td>Potable water storage tank</td> <td>gal.</td> <td>Fr.50-58 Stbd.</td> <td>6423</td> </tr> <tr> <td>Potable water service tank</td> <td>gal.</td> <td>Fr.38-44 Port</td> <td>2000</td> </tr> <tr> <td>Potable water service tank</td> <td>gal.</td> <td>Fr.38-44 Stbd.</td> <td>2000</td> </tr> </tbody> </table>	<u>Name</u>	<u>Capacity</u>	<u>Location</u>		Wash water storage tank	8477 gal.	Fr.10-22 Port		Wash water storage tank	8477 gal.	Fr.10-22 Stbd.		Wash water service tank	1170 gal.	Fr.32-36 Stbd.		Potable water storage tank	gal.	Fr.50-58 Port	6423	Potable water storage tank	gal.	Fr.50-58 Stbd.	6423	Potable water service tank	gal.	Fr.38-44 Port	2000	Potable water service tank	gal.	Fr.38-44 Stbd.	2000
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Clin 0019	Engine and Boiler Exhaust Systems	<b>Line Item Removed</b>																																
Clin 0020	Heat Exchanger Reconditioning	<p>Disassemble, clean, replace seals and gaskets and hydrostatically test the following tube and shell heat exchangers:</p> <p>Main engine lube oil cooler, 2 each  Main engine raw water cooler, 2 each  Reverse and reduction gear oil cooler, 2 each  Generator raw water cooler, 2 each</p>																																
Clin 0021	Generator Raw Water Piping	<b>Line Item Removed</b>																																
Clin 0022	Install Depth Sounder Transducer	Install two government furnished XXXXX transducers. Each transducer will be installed one foot off the centerline of the vessel at frame #30 in accordance with manufactures instructions. The watertight seal will be tested by a method approved by the COTR and verified to be upon return to the water. Leaking transducers will be repaired by Contractor prior final acceptance of the vessel.																																
Clin 0023	Impressed Current Cathodic Protection	The Contractor will provide the materials necessary and the services of a qualified service technician to install and adjust an Impressed Current Cathodic Protection (ICCP) system shown in dwgs XXXXXX or equivalent.																																

		<p>The finished system must be capable of maintaining a field of .75 – 1.15 volts DC of protection on the hull.</p> <p>ICCP System Application Data  Wetted Area specified: 7800 ft2 (Calculated)  Current Density Proposed 8 mA/ft  ICCP System Capacity: 100 Amps (minimum)</p> <p>The Contractor will recoat as original any surfaces disturbed during the installation of the equipment, wiring, or components.</p> <p>CHECK POINT - Notify the MARAD COTR once the system is installed, but prior to returning vessel to the water.</p> <p>The components will have the following features</p> <ol style="list-style-type: none"> <li>a. 150 AMP DC, Self-Controlled Automatic Saturable Reactor Type Power Supply with Four (4) Fused Output Circuits and IP 23 Enclosure. The Power Supply to have Analog AMP and Voltmeters to Show Total Anode Current and Hull Potential. Complete with Input Circuit Breaker, "Power On" and "Alarm" Pilot Lights. Units to Have Manual Over Ride Capability.</li> <li>Input Power: 120V, 1 Ph, 60 Hz.  Output: 150AMP DC @ 12 V</li> <li>b. Sufficient number of 4 Ft. Anode Assembly of the following type 100 AMP Total Capacity Each (Designed for 20 Year Life), Platinum Plated on a Titanium Substrate, Conventional Surface Mount Type Anode. Complete with Hull Penetration gland, packing, electrical connection, connection box and Dielectric Shield (Capastic) Materials.</li> <li>c. Sufficient number of Reference Electrodes, of the following type Cartridge Mount Type (Design Life 10+ Year) Silver/Silver Chloride Element, Mesh, Half Cell Contained in a Fiberglass Polyester Holder. Complete with Hull Penetration Gland, Packing and 5 ft of cable.</li> <li>d. (2) Shaft ground Assembly, Complete with Silver Alloy Slip Ring Band, Silver Graphite Brushes and Brush Holders. Note: Shaft diameter to be advised at order placement.</li> <li>e. (2) Shaft Ground Millivolt Meter to Monitor the Performance of Shaft Ground Assemblies.</li> <li>f. Technical Manuals and Drawings for all installations.</li> </ol> <p>The Contractor will also supply and install the following:  Interconnecting Wiring and cabling between the components  Junction Boxes  Piping between the components (If Required)  Conduit between the components (If Required)  Foundations for all components</p> <p>CHECK POINT - Notify the MARAD COTR after to returning vessel to the water the Contractor will demonstrate proper operation of the system to</p>
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		the design specifications.
Clin 0024	Hull Cleaning And Coating	<p>Intent of this item is to accomplish cleaning and coating of the hull. Shift blocking as necessary to accomplish 100% cleaning and coating of the underwater hull.</p> <ol style="list-style-type: none"> <li>1. Immediately upon dry-docking and fleeting of the vessel, high-pressure fresh water wash (3000psi) the entire hull from keel up to and including, rudders, main deck and fittings.</li> <li>2. Cut tack welds, remove strainer plates and blast and coat strainers and sea chest as specified for underwater hull. Inspect and sound sea chests. Report findings to the COTR. Reinstall ( tack weld ) strainers upon completion of coating.</li> <li>3. Mask and plug all hull openings to prevent contamination of vessels systems.</li> <li>4. Cover and mask all deck equipment and openings to the interior of the vessel. Mask, plug, seal or otherwise protect all openings, portlights, windows, scuttles, vents, manways, doors, to interior of craft; exposed wiring, lights, fendering, antennas, American crane cab windows, a/c unit, sheaves, wire rope, block and cable reel.</li> <li>5. Remove bolted zinc anodes. Touch up coating system where disturbed.</li> <li>6. <del>Grit blast</del> <b>Pressure wash</b> the entire hull from keel to the top and inboard side of the main deck toe rail including fashion plate at the bow to <del>SSPC-SP-6 (commercial blast)</del> <b>with 5,000 p.s.i.</b> Submit blasted surfaces to the COTR for inspection prior to applying the coating system.</li> <li>7. Apply the following coating system or equal in accordance with the Manufacturer's recommendations. Provide data sheets for the coating selected to the COTR prior to blasting inspection. Take and record dry film thickness (DFT) readings at a minimum of one reading per 50 square foot of hull area. <ol style="list-style-type: none"> <li>a. From keel to inboard side of toe rail <b>one (1) full coat</b> &amp; fashion plate at the bow apply <del>two (2)</del> <b>one (1) spot coat @ 2 mil DFT</b>, Amercoat 235 surface tolerant epoxy or equivalent for a total of 8 mil DFT.</li> <li>b. From keel to four foot six inch (4.6) water line apply two (3) coats @ 4 mil DFT, PPG ABC 3 anti-fouling or equivalent eco-friendly for a total of 12 mil DFT. Each coat will be for a different color as follows bottom coat blue, Black, and Red as the top coat</li> <li>c. From four foot six inch water line to inboard side of toerail &amp; fashion plate at bow apply one (1) coat @ 2.5 mil DFT, International AMERCOAT 229T or equivalent eco-friendly paint, color FS 37031 or similar black.</li> <li>d. Paint in draft marks in white.</li> </ol> </li> <li>8. Prepare and submit the enclosed dry-dock report, Enclosure (3) in</li> </ol>

		<p>duplicate. Attach copies of DFT readings.</p> <p>9. Upon completion of all blasting and coating remove all covers, masking, plugs, and other protective material. Wash down the vessel to remove all dusts and grit.</p> <p>9. Upon completion of all blasting and coating remove all covers, masking, plugs, and other protective material. Wash down the vessel to remove all dusts and grit.</p>
Clin 0025		OPTION AL LINE ITEMS
Clin 0025AA	Deck Cleaning, Sandblasting and Painting (Optional)	<p>a. Protection. Protect door, window, vent and manhole openings and machinery from the <b>water blast</b> <del>entry of blast abrasives, dust and paint by sealing cracks with duct tape, plugging and/or the use of adequate cover, all of which shall be removed when work is completed.</del> All glass is to be protected from blasting abrasive by plywood. All metal work shall be completed before sandblasting.</p> <p>b. Cleaning. Thoroughly clean the surfaces listed in the <u>Lead-Based Paint (LBP) Abatement Procedures for Decks (Optional)</u> item removing all scale, <del>rust,</del> loose paint, oil, grease, dirt, etc., by <b>pressure washing with 5,000 p.s.i power wash</b> <del>sandblasting in accordance with SSPC-SP-10, Near White Blast Cleaning.</del> The cleaned surfaces shall be ready for painting in all respects.</p> <p><del>c. Deck Painting. Furnish and apply to all cleaned surfaces one (1) full coat of Amercoat 235 sufficient to provide a minimum dry film thickness of 4 mils. Furnish and apply two (2) full coats of red polyurethane enamel to provide a minimum dry film thickness per coat of 3 mils. The total dry film thickness of the primer and two coats of polyurethane enamel shall not be less than 10 mils. Mask off a 2 inch wide border around the deck edge and any deck fitting, penetration or attachment. Furnish and apply to the masked in area only a third coat of red polyurethane enamel with mixed in non-skid compound. The non-skid compound shall be glass flakes, ground walnut shells or clean silica sand approved by the paint manufacturer for the service intended. The color of the red polyurethane enamel shall approximately match color chip FS 40076 in <a href="#">Federal Standard 595A</a>.</del></p> <p><del>d. Deck Equipment Painting. After the red polyurethane enamel finish coats have cured in accordance with the manufacturer's specifications, furnish and apply a minimum of two (2) full coats of yellow exterior polyurethane enamel to all manholes, vents, bits, kevels and all other permanent above deck protuberances not presently painted the same color as the deckhouse. Apply additional coats as necessary to provide complete coverage of the underlying paint. The color of the yellow enamel shall approximately match color chip #13655 in Federal Standard 595A.</del></p>
Clin 0025AB	Deckhouse Cleaning, Sandblasting and Painting	<p>a. Protection. Protect door, window, vent and manhole openings and machinery from the <del>entry of blast abrasives, dust and paint by sealing cracks with duct tape, plugging and/or the use of adequate cover, all of which shall be removed when work is completed.</del> All glass is to be</p>

	(Optional)	<p><del>protected from blasting abrasive by plywood. All metal work shall be completed before sandblasting.</del></p> <p>b. Cleaning. Thoroughly clean the surfaces listed in the <u>Lead-Based Paint (LBP) Abatement Procedures for Deckhouse (Optional)</u> item removing all scale, rust, loose paint, oil, grease, dirt, etc., by <b>pressure washing with 5,000 p.s.i power wash</b> by sandblasting in accordance with <del>SSPC-SP-10, Near White Blast Cleaning</del>. The cleaned surfaces shall be ready for painting in all respects.</p> <p>c. Deckhouse Painting. Furnish and apply to all cleaned surfaces one (1) full coat of Devoe Bar-Rust 235 sufficient to provide a minimum dry film thickness of 4 mils. Furnish and apply two (2) full coats of old ivory exterior polyurethane enamel to provide a minimum dry film thickness per coat of 3 mils. The total dry film thickness of the primer and two coats of polyurethane enamel shall not be less than 10 mils. The color of the old ivory exterior polyurethane enamel shall approximately match color chip #17855 in Federal Standard 595A.</p>
Clin 0025AC	Propeller Reconditioning (Optional)	(optional) Recondition both 58" (diameter) x 40" (pitch), four-bladed stainless steel propellers. Reconditioning shall include the removal of all nicks and other edge damage, re-pitching and re-balancing but not extensive weld repairs
Clin 0025AD	Coupling Bolts (Optional)	Fabricate replacement propeller shaft coupling bolt assemblies (Pc. XG200 on Dwg. 200) for any damaged in removal. (Estimate the fabrication of 24 bolt assemblies. Payment will be based on the actual number of bolts replaced.)
Clin 0025AE	Stern Tube and Strut Bearings (Optional)	Replace stern tube and strut bearings. Furnish and install new stainless steel locking screws. See Dwgs. 205, 206 and E6 for shaft and bearing details. (Note: The stern tube bearing surfaces on the propeller shafts are 5-7/8" in diameter instead of the 5-13/16" depicted on all drawings. The diameter was increased to allow the use of standard size bearings).
Clin 0025AF	Steering Rudder Stock Re-sleeving (Optional)	Remove stainless steel or bronze sleeve from the stock. Furnish and install a nickel-chrome-boron hard coated sleeve on the stock. See Dwg. 210 for stock details.
Clin 0025AG	Steering Rudder Tube Bushing (Optional)	Remove existing plastic bushing. Fabricate and install a replacement bushing in the rudder tube (Pc. B on Dwg. 209) fabricated from SAE 660 bronze instead of the specified phenolic plastic material.
Omitted CLIN	Flanking Rudder Stock Re-sleeving (Optional)	Remove stainless steel or bronze sleeve from the stock. Furnish and install a nickel-chrome-boron hard coated sleeve on the stock. See Dwg. 211 for stock details
Omitted CLIN	Flanking Rudder Tube Bushing (Optional)	Remove existing plastic bushing. Fabricate and install a replacement bushing in the rudder tube (Pc. B on Dwg. 208A) fabricated from SAE 660 bronze instead of the specified phenolic plastic material.
Clin 0025AH	Steering Hydraulic Units (Optional)	Remove and completely tear down the steering and flanking rudder hydraulic power units located in the steering gear room. Replace worn and defective parts, seals and gaskets. Correct the problem of oil flow between the reservoirs. Reassemble, re-install and test the units. Fabricate and install drip pans under the motor and pump assembly of each unit. Install a short length of 1/2" dia. tubing at the low point of each drip pan to provide for continuous draining into a container.
Clin	Steering	Replace all electrical components and wiring providing remote control of

0025AI	Controls (Optional)	the steering and flanking hydraulic power units from the three steering stations in and on either side of the pilothouse. The replacement pilothouse controls shall be lever type approximating the size and feel of the existing controls. All components shall be approved by the Contracting Officer prior to procurement and installation.
Clin 0025AK	Sheave Support Straightening	The first guide sheave from the starboard winch is twisted. Straighten support so that the guide sheave is lined up with the winch drum and main deck guide sheave directly above.
Clin 0025AL	Spud Sheave Pin (Optional)	Fabricate a replacement pin for the 26" dia. spud sheaves from corrosion resistant steel. No drawing of the pin is available. Expect size to be proportional to other sheave pins. Fit, finish and lubrication arrangement will be identical to guide sheave pins.
Clin 0025AM	Large Guide Sheave Pin (Optional)	Fabricate a replacement pin for the 22" dia. guide sheaves, Pc. XE52 on Dwg. 52B.
Clin 0025AN	Small Guide Sheave Pin (Optional)	Fabricate a replacement pin for the 10" dia. guide sheaves, Pc. XA52 on Dwg. 52.
	Miscellaneous Weld Repairs General Requirements (Applicable to Items 0041 through 0047)	If directed by the Government inspector, perform weld repairs and/or do additional welding at various locations on the vessel. Where a weld and/or the base metal is cracked, the crack shall be removed prior to re-welding by grinding the site to a single V groove with an included angle of approximately 60 degrees. The depth of the groove shall be the depth of the crack or the thickness of the metal, whichever is less. The removal of cracks extending completely through the base metal shall minimize the root opening of the V. The weld sizes below refer to the depth of the V for groove welds or the leg size for fillet welds. (Payment will be based on the actual number of linear feet (LF) of each size of weld done regardless of the number of passes required to accomplish the weld.)
Clin 0025AO	Stack Plating	Replace the deteriorated horizontal plating at the tops of both stacks. Replace the rain water sump and piping draining the top of each stack. Prime and top coat all replacement steel. See Dwg. 140 for stack details.
Clin 0025AP	1/4" plate inserts	1/4" plate inserts, full penetration butt weld (10.20 LB/SF)
Clin 0025AQ	5/16" plate inserts	5/16" plate inserts, full penetration butt weld (12.75 LB/SF)
Clin 0025AR	3/8" plate inserts	3/8" plate inserts, full penetration butt weld (12.75 LB/SF)
Clin 0025AS	3/8" knuckle plate	3/8" knuckle plate formed to match the radius of the existing knuckle, lapped over the side, bottom and existing knuckle plating and butted to new knuckle plating, butt joint with adjoining new knuckle plating - full penetration butt weld, lap joint with side, bottom and existing knuckle plating - 5/16" continuous fillet on both sides of the lap (15.30 LB/SF)
Clin 0025AT	Shapes of various	Shapes of various types and sizes, weld to other shapes and brackets with double continuous fillet welds with leg size 1/16" smaller than the thickness of the smaller member, weld to shell or interior bulkhead plating with chained 3" long fillet welds on 12" centers with a fillet leg size that is 1/16" smaller than the thickness of the shape and 10" double continuous fillets of the same size on each end
Clin 0025AU	Brackets of various	Brackets of various shapes and sizes fabricated from plate, with or without flanges, weld to shapes, shell and interior bulkhead plating with double continuous fillet welds 1/16" smaller than the thickness of the smaller member
Clin	1/4" Welds	1/4" Welds

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Clin 0025AW	5/16" Welds	5/16" Welds																																																																																																																																												
Clin 0025AX	3/8" Welds	3/8" Welds																																																																																																																																												
Clin 0025AY	Crane Accumulators	Remove the following hydraulic accumulators from the installed American Model 9750 pedestal crane, completely rebuild with all new seals, gaskets and parts subject to wear, recharge and re-install:  Parker Hannifin Model A7K2310D1K Series A Capacity: 2310 cu. in. Max. psi: 3000 Note: Will not hold charge  Parker Hannifin Max. psi: 45 Note: Will not hold charge and leaks oil past piston																																																																																																																																												
Clin 0025AZ	Gauges	Test, repair if necessary and calibrate the gauges in the following table. Mark each gauge with a calibration sticker and re-calibration due date. <table border="1"> <thead> <tr> <th><u>Gauge</u></th> <th><u>Range</u></th> <th><u>Location</u></th> <th><u>System</u></th> </tr> </thead> <tbody> <tr><td>Pressure</td><td>0-100 psi</td><td>Control Room</td><td>Stbd.Gen.L/O Press.</td></tr> <tr><td>Pressure</td><td>0-100 psi</td><td>Control Room</td><td>Stbd.M/E L/O Press.</td></tr> <tr><td>Pressure</td><td>0-160 psi</td><td>Control Room</td><td>Starting Air Press.</td></tr> <tr><td>Pressure</td><td>0-100 psi</td><td>Control Room</td><td>Port M/E L/O Press.</td></tr> <tr><td>Pressure</td><td>0-100 psi</td><td>Control Room</td><td>Port Gen.L/O Press.</td></tr> <tr><td>Temperature</td><td>30-240 °F</td><td>Control Room</td><td>Stbd.Gen.F/W Temp.</td></tr> <tr><td>Temperature</td><td>30-240 °F</td><td>Control Room</td><td>Stbd.M/E F/W Temp.</td></tr> <tr><td>Temperature</td><td>0-100 °F</td><td>Control Room</td><td>Sea Water Temp.</td></tr> <tr><td>Temperature</td><td>30-240 °F</td><td>Control Room</td><td>Port M/E F/W Temp.</td></tr> <tr><td>Temperature</td><td>30-240 °F</td><td>Control Room</td><td>Port Gen.F/W Temp.</td></tr> <tr><td>Pressure</td><td>0-160 psi</td><td>Upper E/R</td><td>Bubbler System</td></tr> <tr><td>Pressure</td><td>0-100 psi</td><td>Upper E/R</td><td>Control Air</td></tr> <tr><td>Pressure</td><td>0-400 psi</td><td>Lower E/R</td><td>Starting Air Tank</td></tr> <tr><td>Pressure</td><td>0-400 psi</td><td>Lower E/R</td><td>Starting Air Tank</td></tr> <tr><td>Pressure</td><td>0-200 psi</td><td>Lower E/R</td><td>100 psi to Gen.</td></tr> <tr><td>Pressure</td><td>0-400 psi</td><td>Lower E/R</td><td>250/100 psi Air Stn.</td></tr> <tr><td>Pressure</td><td>0-200 psi</td><td>Lower E/R</td><td>250/100 psi Aft.Reg.</td></tr> <tr><td>Pressure</td><td>0-400 psi</td><td>Lower E/R</td><td>Starting Air Tank</td></tr> <tr><td>Pressure</td><td>0-400 psi</td><td>Lower E/R</td><td>Ships Ser. 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Clin 0026		<b>SUPPLEMENTAL LABOR</b>  The Supplemental Labor rate shall be a yard-wide composite labor rate																																																																																																																																												

		and include all management, supervision, overhead, G&A; profit on labor, materials and subcontract costs; overtime, quality assurance, delay and disruption, bonding and insurance. The yard-wide composite rate bid by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time and is not included in other CLINs.
Clin 0027		<p>SUPPLEMENTAL MATERIAL</p> <p>The allowance for supplemental material is for direct costs only plus an allowance of 5% to cover handling, equipment, G&amp;A and overhead associated with materials and/or subcontract costs. Supplemental material will be payable to the contractor only to the extent authorized as part of Supplemental Growth Work.</p>

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COMMERCIAL CLAUSES

1 QUESTIONS FROM SITE VISIT

1) Specifications make no requirements for vessel temporary services such as shore power, fire main, gangway etc. Please advise.

**We did not believe this was necessary. The COTR will visit as needed, but we will not have anyone onsite on a regular basis.**

2) Clin 0006 paragraph 11 requires new cutlass bearings. Option item Clin 0029 requires the same. Please advise.

**Go with Clin 0006.**

3) Does red lead coatings currently exist in way of paint Clin items 0024, 0025, and 0026.

**We are not aware of any red lead. Our records show the boat was blasted and painted, but some areas of lead paint may exist.**

4) Clin items 0025 and 0026 paragraphs "B" states "Thoroughly clean the surfaces listed in the Lead Based Paint (LBP) Abatement Procedures for Deck (Optional)". What are the areas listed for blasting and coating?

**Clin 0025 the deck and deck equipment (including manholes, vents, bitts, kevels and all other permanent above deck protuberances not presently painted the same color as the deckhouse). Clin 0026 is the deck house and overhanging surfaces and a structures below the deck above.**

5) If the optional paint items are invoked, will a contract extension beyond the 30 days be provided?

**Yes - if needed**

6) Clin items 0030 thru 0033 require a new replacement bushing or sleeve. Should pricing be based on one bearing each per Clin? If not, please provide a quantity required for each Clin item.

**For Clin 0030 & 0031, two (2) sleeves or bushings or bushing per Clin (if required); f or Clin 0032 & 0033, four (4) sleeves or bushings per Clin if required**

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

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

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

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

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

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

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

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

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

(e) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor shall, whenever practicable--

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

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

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

(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."

3	1252.232- 80	<b>PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS</b>	<b>OCTOBER 2000</b>
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(a) In order for a Contractor to be considered for payment of progress payments, the Contractor must request, in writing, within five (5) federal working days after contract award, the inclusion of progress payments in the contract awarded as a result of the individual solicitation. Written requests must be accompanied by an itemized breakdown of the contract price for performing each item of work,

as identified by each principle category of work in the specification. The breakdown will include the prorated portion of contract price for (i) direct labor, (ii) material, (iii) overhead, and (iv) any amount included for contingencies and profit. If the Contractor does not provide an itemized

breakdown, progress payments will not be authorized. The Contracting Officer has sole discretion for approving the itemized breakdown and subsequent authorization of progress payments. If authorized, the specific contract will be modified to incorporate progress payments. Progress payments may be unilaterally suspended if unsatisfactory contract performance occurs. In the event that progress payments are suspended, contract payments will be made under the provisions of FAR 52.232-1 Payments (APR 1984). Pursuant to FAR 52.232-1, partial payments will only be permitted on a Contract Line Item

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(CLIN) basis. To be considered for partial payment, the CLIN must be 100% complete and inspected and accepted by the Government.

(b) The Government shall pay the Contractor the contract price as provided in this contract.

(c) For contracts 30 days or less in duration, the Government will not make progress payments. For contracts more than 30 days in duration, the Government shall make progress payments monthly as the work proceeds, or at other intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer and up to a limit of 80 percent of the total contract price. The Contractor shall furnish a breakdown of the progress schedule and total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(d) Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) This certification and any resultant payment is not to be construed as final acceptance by the Government of work performed by any subcontractor or contractor under this contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(e) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for

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performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall -

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -
  - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
  - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
- (3) Pay back to the Government the aggregate of the unearned amount immediately upon receipt of a written demand by the Contracting Officer.
- (f) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full.

When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds.

Also, on completion and acceptance of each separate division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(g) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

(i) The Government shall pay the amount due the Contractor under this contract after -

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to

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amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

4 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY  
1999

EVALUATION OF OFFERS - BASIS FOR AWARD

a. The Government will award a Firm Fixed Price Contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Price (Total Price for CLINS 0001 through 0025 including Optional Items)
- Past Performance

Under Past Performance the following will be evaluated:

Each Offeror's relevant past performance, not older than 3 years, will be evaluated on an acceptable/unacceptable basis. Data identified by offerors in their proposals will be checked to determine whether adverse past performance information is indicated.

Past performance information considered by the Government for the Offeror's performance as a prime Contractor and/or subcontractor and the performance of its management personnel may include the following areas: Quality of products or services, Cost Control, Timeliness, Business Relationships, Customer Satisfaction and Personnel.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting System (CPARS) and DOT Past Performance Automated System (see NIH <https://cps.nih.gov/>).

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

b. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the Offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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5      52.212-03      OFFEROR REPRESENTATIONS AND CERTIFICATIONS -  
COMMERCIAL ITEMS

AUGUST  
2009

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

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(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

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(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the

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representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially

available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act–Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act–Free Trade Agreements- Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

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Listed End Product            Listed Countries of Origin

\_\_\_\_\_

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does or does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

6      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.

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

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

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

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

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

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

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

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

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

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

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

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(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) 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

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(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.

(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.

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(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.

7      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS**      **FEBRUAR  
Y 2010**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
\_\_\_Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

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\_\_\_ (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).

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

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

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

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

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

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

(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).

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

(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).

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

\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (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.

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

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

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

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

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

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

(vii) [Reserved]

(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.

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(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)

## 8 DOL WAGE DETERMINATION

The following Department of Labor Service Contract Act Wage Determination is applicable to performance of work at the James River Reserve Fleet in Newport News, Virginia under this contract.

WD-05-2543 (Rev.-10) was first posted on [www.wdotl.gov](http://www.wdotl.gov) on 06/02/2009.

The wage determination may be viewed on-line at:

<http://www.wdol.gov/wdol/scafiles/std/05-2543.txt>

## 9 INVOICE SUBMISSION INSTRUCTIONS

### INVOICE SUBMISSION - MARAD/SAR

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

(1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.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. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

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

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

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

MARAD A/P SAR Invoices Branch

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AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

## 10 TEXTING WHILE DRIVING BAN

### CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.211-08 TIME OF DELIVERY

JUNE 1997

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

#### REQUIRED DELIVERY SCHEDULE

30 days after award notification.

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

[OFFEROR'S PROPOSED DELIVERY SCHEDULE ]

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

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 MCL.G-2 SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS AUGUST 2005

(a) The Contractor shall, within a period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer, with a copy to the COTR, for approval, an electronic copy or other format as directed by the Contracting Officer, a practicable, detailed schedule using appropriate project management software and technology, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). Format of the schedule and supporting information shall be in the electronic form and format directed by the Contracting Officer. The schedule shall include a summary in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a complete schedule package within the time prescribed, the Contracting Officer may withhold notice to proceed until the Contractor submits the required schedule.

(b) Periodically, with each invoice submitted, or at other intervals as directed by the Contracting Officer, the Contractor shall update the schedule showing the actual progress and estimated times and resources at completion compared with initial project elements. Failure to submit updated schedules with the invoice shall be grounds for the Contracting Officer's rejection of the entire invoice. The revised progress schedule information shall be delivered to the Contracting Officer in the format and at the times directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the initial approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of facilities, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the required rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(d) The Contractor shall plan and schedule all Open, Inspect, and Report Items as required by the Specifications such that they are accomplished within the first 25% of the availability, unless otherwise agreed by the Contracting Officer.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 MCL.H-11 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP

AUGUST  
2005

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

### H.2 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.

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(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

**"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS**

This vessel is owned by the United States of America, acting by and through the Maritime Administration. The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessaries to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

(i) The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

**H.3 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.

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

AUGUST  
2005

(a) INDEMNITY

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

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

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

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

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(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, Maritime Administration, Division of Marine Insurance, 1200 New Jersey Avenue, S.E., Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Maritime Administration, Division of Marine Insurance, 1200 New Jersey Avenue, S.E., 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. Subale 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.5 MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL AUGUST 2005**

1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.

2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.

3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.

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4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.
8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.
10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.
11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.
12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.
13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.
14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.
15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.
16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.
17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.
18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.

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19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.

20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.

(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air- purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.

(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.

(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.

(e) Asbestos warning signs shall be posted at the access door of all regulated areas.

21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.

22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.

23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.

24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.

25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.

26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.

27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.

28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.

29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.

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30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:

- (a) Cans painted red and stenciled: "VARSOL", "XYLENE" or "GASOLINE", as applicable
- (b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable
- (c) Cans painted red with a white band and stenciled: "KEROSENE"

31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.

32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.

33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.

34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.

35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.

36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.

37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.

38. Never look directly at arc welding because of the potential for serious eye injury.

39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.

40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.

41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.

42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.

43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.

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44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.

45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.

46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.

47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief values must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

H.6 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,

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

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

#### HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

#### Specific Requirement Standards: ASBESTOS

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

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

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

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

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

#### OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount

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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  
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.

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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 statues, 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.

H.7 MCL.H-9 ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT AUGUST 2005

The Contractor's on-site superintendent must be able to speak, read and write English for ease of communication with Government personnel.

H.8 MCL.H-2 SUPPLEMENTAL WORK REQUESTS AUGUST

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(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)

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directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

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

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

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

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

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

(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.

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(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.)

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SECTION I -- CONTRACT CLAUSES

I.1 1252.217- DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS OCTOBER  
80 FOR SHIP REPAIRING 1994

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with--

- (a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);
- (b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or
- (c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

I.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUAR  
Y 1998

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

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