

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

1. REQUISITION NUMBER
 PRSAR100483/0001

PAGE 1 OF 25

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09/14/2010 4. ORDER NUMBER DTMA2P10160 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

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.

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 336611
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, Atlantic Division Operations
 EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue
 Bronx, NY 10465
 Attn: Thomas Dowd

16. ADMINISTERED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR ACME INDUSTRIAL, INC.
 326-328 FRONT ST
 STATEN ISLAND, NY 10304-3838
 TELEPHONE NO.(718) 720-5522 ext.

18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P Branch, AMZ-150 PO Box 25710
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 149,681.00

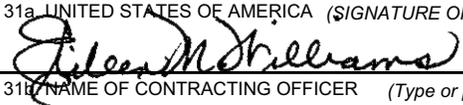
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. ACME Ind. Inc quote OFFER
 DATED 09/01/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0008

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 09/14/2010 31b. NAME OF CONTRACTING OFFICER (Type or print) Eileen M. Williams 31c. DATE SIGNED 09/14/2010

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Line Item Summary	Document Number DTMA2P10160	Title TSES Steel Package-Fall 2010	Page 3 of 25
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Total Funding: \$149,681.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	X1750	SMR 120	SM	D107	0	0000	160000				

Division 25711
Closed FYs
Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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*DUNS #155081300
 Combo Synopsis/Sol #DTMA2Q10066, Amendments 0001 & 0002*

COTR, Mr. Louis Martucci, 757-286-4837, louis.martucci@dot.gov, before performance of work.

0001	Tank Top replacement	0001	(09/14/2010 to 10/20/2010)	1.00	JOB	\$6,850.000	\$ 6,850.00
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Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 6600
 \$6,850.00

0002	Fabricate and Install cooling water Jumper Line	0002	(09/14/2010 to 10/20/2010)	1.00	JOB	\$8,140.000	\$ 8,140.00
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Please see attached Statement of Work

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 6600
 \$8,140.00

0003	Machinery space piping replacement.	0003	(09/14/2010 to 10/20/2010)	1.00	JOB	\$58,431.000	\$ 58,431.00
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Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 6600
 \$58,431.00

Line Item Summary	Document Number DTMA2P10160	Title TSES Steel Package-Fall 2010	Page 4 of 25
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Total Funding: \$149,681.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	X1750	SMR 120	SM	D107	0	0000	160000				

Division 25711
Closed FYs
Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	Replace catwalk decking on face of house.	0004	(09/14/2010 to 10/20/2010)	1.00	JOB	\$47,460.000	\$ 47,460.00
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Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
- 25711 - 6100 6600
\$47,460.00

0005	Renew Main deck fuel tank vent's containment.	0005	(09/14/2010 to 10/20/2010)	1.00	JOB	\$2,750.000	\$ 2,750.00
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Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
- 25711 - 6100-6600
\$2,750.00

0006	NO. Two Hatch lower tween deck repair.	0006	(09/14/2010 to 10/20/2010)	1.00	JOB	\$8,550.000	\$ 8,550.00
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Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
- 25711 - 6100 6600
\$8,550.00

Line Item Summary	Document Number DTMA2P10160	Title TSES Steel Package-Fall 2010	Page 5 of 25
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Total Funding: \$149,681.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	X1750	SMR 120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711											

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0007	Supplemental Labor.	0007		1.00	JOB	\$7,500.000	\$ 7,500.00
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See note 1: below
 150 hrs x \$50.00 = \$7,500.00 (09/14/2010 to 10/20/2010)
 Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100_6600
 \$7,500.00

0008	Supplemental Material	0008		1.00	JOB	\$10,000.000	\$ 10,000.00
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See Note 2: below
 (09/14/2010 to 10/20/2010)
 Please see attached Statement of Work.

Ref Req No: PRSAR100483/0001

Funding Information:

2010 - 70 - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100_6600
 \$10,000.00

Total Cost: \$149,681.00

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

Note 1: Labor rate shall be a yard-wide composite rate and include all management, supervision, overhead, G&A, handling charges, freight, profit,

Contractor and subcontractor burden, overtime, quality assurance, delay and disruption, bonding, insurance, etc. This is binding during the entire period of the contract for all supplemental work which cannot be accurately described at this time and is not included in other contract line items. Under this CLIN, the Government may order up to the indicated quantity of man-hours to be performed by the Contractor at the stated labor rate for supplemental labor. Authorization to proceed with supplemental labor work will be issued in writing on individual supplemental work authorizations at the option of MARAD COTR or Contracting Officer. Not -to -exceed price stated.

Note 2: Supplemental material is for direct costs of materials or subcontracts only, unburdened rate. All work under this CLIN must be specifically authorized in writing at the option of MARAD COTR or Contracting Officer on a supplemental work authorization as defined in the clause MCL.H-2 Supplemental Work Requests. Not - to -Exceed price stated.

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COMMERCIAL CLAUSES

1 1252.217- INSPECTION AND MANNER OF DOING WORK
85

OCTOBER
2000

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

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

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

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

(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."

2 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **APRIL 2010**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer shall check as appropriate.]
- ___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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___(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]

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

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

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

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

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

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

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

___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

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

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

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

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

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

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

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

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

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

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

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

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X__ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

X__ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (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.

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(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:

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

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (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).

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

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

(vii) [Reserved]

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

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

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

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

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

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

3 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.

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(End of clause)

4 DOL SERVICE CONTRACT ACT WAGE DETERMINATION

The following Department of Labor Service Contract Act Wage Determination is applicable to performance for these services: WD#2376 (REV 9) was first posted on www.dol.gov on 06/22/2010..

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

5 MARAD INVOICE INSTRUCTIONS

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

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

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

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
 - b. The e-mail subject shall include the contract/purchase order number and invoice number.
 - c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)
- (2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

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

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

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-10 SUPPLEMENTAL GROWTH REQUIREMENTS

AUGUST
2005

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

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

AUGUST
2005

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

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

AUGUST
2005

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

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in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

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

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

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

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

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

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

H.4 MCL.H-13 SUPERVISION

**AUGUST
2005**

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

H.5 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

**AUGUST
2005**

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

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

(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:

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

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

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

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

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

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

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

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

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

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

(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

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mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c)(5.).

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

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

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

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

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

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

H.6 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

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

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

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

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

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

AUGUST
2005

(a) INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

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

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

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

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

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

- (1) Occupational Safety and Health Administration (OSHA):
 - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
 - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
 - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
 - 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

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(Asbestos) and Part 763 Asbestos.

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

(3) Maritime Administration (MARAD)

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

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

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

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
Part 50, National Primary and Secondary Ambient Air Quality Standards
Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
Part 82, Protection of Stratospheric Ozone
Part 110, Discharge of Oil
Part 112, Oil Pollution Prevention
Part 117, Determination of Reportable Quantities for Hazardous Substances
Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
Part 261, Identification and Listing of Hazardous Waste
Part 262, Standards Applicable to Generators of Hazardous Waste
Part 279, Standards for the Management of Used Oil
Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
Part 302, Designation, Reportable Quantities, and Notification
Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
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

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

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.
- E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.
- F. Training certification for the environmental compliance manager and respective employees.
- G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

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SECTION I -- CONTRACT CLAUSES

I.1 1252.217- GUARANTEE
70

MAY 2005

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

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

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

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

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

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

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

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

(End of clause)

I.2 1252.217- PERFORMANCE
72

OCTOBER
1994

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

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

(c) The Contractor shall without charge,--

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

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

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- (3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;
- (4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and
- (5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.
- (d) The contract will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.
- (1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.
- (2) The Contractor shall not conduct dock and sea trials not specified in the contract without advance approval of the Contracting Officer. Dock and sea trials not specified in the contract shall be at the Contractor's expense and risk.
- (3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

I.3 1252.217- TITLE OCTOBER
77 1994

- (a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of this contract shall vest in the Government upon delivery at the location specified for the performance of the work.
- (b) Upon completion of the contract, or with the approval of the Contracting Officer during performance of the contract, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipments.
- (c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

I.4 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.5 1252.223- ACCIDENT AND FIRE REPORTING MAY 2005
71

- (a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:
 - (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
 - (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;

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**RFQ #DTMA2Q10066-Amendment 0002
TS EMPIRE STATE STEEL & PIPING REPAIRS-FY10 FALL**

Questions & Answers

1. Question- Please provide the desired width of the catwalk, clin 004 as this dimension shall impact pricing, materials etc., significantly.

ANSWER – Minimum of eighteen inches (18”).

2. Question- This second question applies to all contract line items due to weld and pipe repairs throughout the vessel. Please provide the estimated amount of fluids in the bilges, and tanks/capacities at the time of the performance period. This is required to obtain clean and gas free of spaces where hot work is to be performed. Pumping operations, cleaning and gas freeing of the bilges and tanks and the capacities are not clear at this time.

ANSWER –The bilges will be empty, as validated at Site Visit.

3. Question- What is number of days the ship will be available for the job?

ANSWER - 30 to 45 days

4. Question- Do you have a period of performance?

ANSWER – 30 to 45 days after award of contract.

5. Question- Will it be possible to work seven days a week?

ANSWER: No weekends or Holidays, work day will be 0700 to 1700, Monday thru Friday.

6. Question- Are there any restrictions on the number of working hours each day?

ANSWER – same as answer as shown above in #5.

7. Question- Will the contractor be provided an area on the pier for staging of materials, parking of vehicles and equipment?

ANSWER – No, pier is under construction.

8. Question- Does the contractor have to wait for ABS/USCG drawing approval prior to starting work?

ANSWER – No.

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

ANSWER – Yes, This project is classified as a service contract with DOL Service Contract Act (SCA) prevailing wages.

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

ANSWER – No, work hours will be 0700 to 1700, Monday thru Friday, no weekends or Holidays.

11. Question- Please extend the date for receipt of bids until 8 September to allow for establishing prices from subcontractors in response to the answers to the questions.

ANSWER –Amendment 0002 extends RFQ closing date to Tuesday, September 7, 2010 at 4:00 pm EST.

12. Question- (Para.5.2) Can contractor be provided with any UT readings for the tank?

ANSWER - NO

13. Question- Is there a known area of the tank top to be renewed?

ANSWER – As discussed in depth at the site visit, final determination will be made by attending ABS Surveyor.

13. Question- What is the capacity, contents, and known condition of the tank?

ANSWER – Contractors who attended site visit were told several times that a Capacity Plan was posted outside C/E office and C/E offered to show interested Contractors areas of concern.

APPROXIMATE SIZE 8' X 6' X 3'

#6 PORT & STBD. FW DB BALLAST TK., 364 BBLs. EA.

#6 PORT & STBD. DT FO TKS., 807 BBLs. CAPACITY, 10 BBLs. IFO 180 RETAINED EA. TK.

14. Question- The bilge level is high. Will the bilge be pumped down? Does the contractor have to maintain the level of the bilges upon acceptance of the award?

ANSWER – See answer in question #2, bilges will be empty. Contractor is responsible to maintain bilges in a dry condition.

15. Question- (Para.5.5) Please specify size and weight of material to be used for the angle iron containment?

ANSWER – 2" X 2" X 3/8"

16. Question- What load calculations are to be used when purchasing grating?

ANSWER – As per Manufacturer's Specification.

17. Question- (CLIN 0001) Tank Top Replacement what is the thickness of the plate?

ANSWER- 5/8"

18. Question- (CLIN 0003, Para.5.4.6) What is the size of the stbd. outboard settler tank to be cleaned?

ANSWER: Capacity plan was made available at site visit - 437.85 bbls @ 100%

19. Question- (CLIN 0003, Para. 5.4.9) What is the size of the bunker tank to be cleaned?

ANSWER: Capacity plan was made available at site visit, 885.70 @ 100%.

20. Question- (CLIN 0004) Catwalk decking on face of house, Para. 5.5.2, what type and size of angle iron to be used for frame?

ANSWER: Carbon steel , 2" X 2" X 3/8"

21. Question –(CLIN 0004) How wide should the new catwalks be?

ANSWER: Minimum of eighteen inches (18")

22. Question- (CLIN 0006) What size flat/bar stock?

ANSWER: As discussed at site visit, TBD when hatch is opened.

23. Question- (CLIN 0005) What space is under the containment?

ANSWER: Ship Service Refrigerated compartment

24. Please clarify the format that the Offeror should submit to MARAD to show their "Understanding of the Statement of Work (SOW)". It states that the Offeror shall show in their Technical Proposal a thorough and comprehensive understanding based solely on the merit of the information provided. What format should that be in?

ANSWER: The format of a Contractor's Proposal is an individual preference. The government does not require a particular format.

Title: TS Empire State Steel & Piping Repairs, FY10 Fall

1. ABSTRACT:

The intent of this service is to accomplish the necessary Steel and Piping Repairs to the satisfaction of the attending ABS Surveyor. Contractor shall adhere to all ABS requirements for welders, welder's certification with present company and welding procedures.

2. REFERENCES:

Vessel's Drawings

3. Location:

- 3.1 Vessel location: State University of New York, Maritime College
#6 Pennyfield Avenue, Bronx, NY 10465
- 3.2 Repairs: Through out the vessel.

4. Owner Furnished Equipment/Material/Services:

- 4.1 The Maritime Administration will arrange for the American Bureau of Shipping (ABS) attendance once Contractor notifies Contracting Officer Technical Representative (COTR) there are fit ups or other items to be inspected. The Contractor shall do their best to condense the inspections to limit the ABS Surveyors number of visits required by Surveyor.
- 4.2 Ship's Service compressed air may be utilized if necessary if Vessel's C/E is given 24 hours notice.

5. STATEMENT OF WORK:

- 5.1.1 Contractor shall provide all labor, material, equipment and services to accomplish the following engine room repairs.
- 5.1.2 Contractor shall provide a gas free, safe for hot work certificate for the entire time the work is in progress. All repairs will be completed to the satisfaction and requirements of the attending ABS Surveyor and COTR.
- 5.1.3 Replacement steel will be prepped, primed, and coated in accordance with an International preservation coating system, coatings will be provided by the vessel.
- 5.1.4 Contractor shall perform as a minimum test, 100 PSI Air Test on all piping repairs.

5.2 CLIN 0001, Tank Top replacement:

- 5.2.1 Contractor to crop and renew tank top in way of Shaft alley reefer Drain tank at frame 174.
- 5.2.2 Contractor shall certify and maintain tank and surrounding area safe for hot work.

- 5.2.3 Contractor shall crop tank top to good material and insert/replace tank top in accordance with ABS regulations.
- 5.2.4 Contractor shall air test reefer drain tank after repairs are completed to the satisfaction of the attending ABS Surveyor.

5.3 CLIN 0002, Fabrication and Installation of Cooling Water Jumper:

- 5.3.1 Contractor shall fabricate and install a cooling water jumper line from the vessel's SW cooling system to the vessel's SSDG cooling line as instructed by the vessel's Chief Engineer.
- 5.3.2 The Contractor shall provide the following materials;
 - Approximately thirty (30) feet of schedule 40, 3", 316L Stainless Steel pipe.
 - Two (2) 3" Stainless Steel Tees
 - Four (4) 3"- 150 psi Stainless Steel flanges
 - Two (2) stainless steel 3"-150 psi flanged rising stem gate valve.
 - Six (6) Pipe hangers.

5.4 CLIN 0003, Machinery Space Piping Replacement:

5.4.1 Auxiliary Circulating to Main Circulating Piping.

- 5.4.1.1 Contractor shall provide and install a new stainless steel cross over valve, and modify piping to accommodate new valve, 6", 125 psi steel flange required.
- 5.4.1.2 Replacement Valve - Stainless Steel w/ Monel Trim, 6" -150 psi, flanged, rising stem gate valve.
- 5.4.1.3 Contractor shall crop out existing valve and \approx 3" of pipe. Target and weld in new flange and install replacement valve.

5.4.2 Bilge and Ballast Pumps Sea Suction Header.

- 5.4.2.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.
- 5.4.2.2 Contractor shall provide the following material.
 - 20', 6" schedule 80, black iron seamless pipe.
 - 4', 2" schedule 80, black iron seamless pipe.
 - Three (3) 6" 150 psi steel flanges.
 - One (1) 2" 150 psi steel flange.
 - One (1) 2" 90 deg. Elbow.
 - Six (6) 6" 90 deg. Elbows
 - Four (4) pipe hangers.

5.4.3 Distilled water transfer Main.

- 5.4.3.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.

5.4.3.2 Contractor shall provide the following material.

- 75', 2" schedule 80, black iron seamless pipe.
- 1', 1" schedule 80, black iron seamless pipe.
- Eight (8) 2", 90 Degree Elbows.
- Three (3) 2" Tees Pieces.
- Three (3) 2" 45 Degree Elbows.
- One (1) 2"-150-psi steel flange.
- Three (3) 2" Threaded Union.
- One (1) 1" Threaded Union.

5.4.4 Bilge Suction Main Port Side.

5.4.4.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.

5.4.4.2 Contractor shall provide the following material.

- 15', 6" schedule 80, black iron seamless pipe.
- Two (2) 6" 45 Deg Elbows.
- Two (2) 6"-150psi steel flanges.
- 25', 2" schedule 80, black iron seamless pipe.
- Two (2) 2"-150psi steel flanges.
- 20', 3" schedule 80, black iron seamless pipe.
- Three (3) 3"-150psi flanges.
- Three (3) 3" 45 Degree Elbows.
- Two (2) 3" 90 Degree Elbows.
- 1 1/2" NPT Threaded Outlet Fitting with plug

5.4.5 Engine room bunker line repair.

5.4.5.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.

5.4.5.2 Contractor shall provide the following material.

- 20' 6" schedule 80, black iron seamless pipe.
- Two (2) 6"-150 psi steel flanges.
- One (1) 6" 45 Degree Elbow.

5.4.6 Stbd. Outbd. Settler Return Pipe Repair.

5.4.6.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.

5.4.6.2 Contractor shall provide the following material.

- 20' of 4" Schedule 80, black iron seamless pipe.
- One (1) 4"-150 psi flange.
- One (1) 4" 90 Degree Elbow.
- One (1) 4" 45 Degree Elbow.

5.4.7 Stbd. Outbd. Settler Vent Pipe Repair.

5.4.7.1 Contractor shall Remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.

5.4.7.2 Contractor shall provide the following material.

- 3" Wager vent with flame screen.
- 3" 90 Degree Elbow
- 5', 3" Schedule 80, black iron seamless pipe.

5.4.8 Stbd. Settler Steam Supply Line Repair.

- 5.4.8.1 Contractor shall remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.
- 5.4.8.2 Contractor shall provide the following material.
 - 10', 1" Schedule 80, black iron seamless pipe
 - One (1) 90 Degree Elbow.
 - One (1) 1" Threaded Union.

5.4.9 Port Double Bottom Bunker Tank Steam Supply Line Repair.

- 5.4.9.1 Contractor shall remove existing piping and fittings and replace with new Schedule 80 Seamless Black Iron.
- 5.4.9.2 Contractor shall provide the following material.
 - 10', 1 Schedule 80, black iron seamless pipe.
 - One (1) 90 Degree Elbow.
 - One (1) 1" Threaded Union.

5.4.10 Outboard Fire Pump Discharge Piping Renewal.

- 5.4.10.1 Contractor shall renew designated section of pipe with schedule 80 seamless black iron hot dipped galvanized pipe and fittings.
- 5.4.10.2 Contractor shall provide the following material.
 - 4" to 3" reducer
 - One (1)' of 3" pipe
 - Two (2) 3", 150 psi flanges
 - One (1) 4" 90 deg. Elbow
 - One (1) 1" Weldolet threaded gage connection.
 - One (1) 4", 150 psi flange

5.4.11 Inboard Auxiliary Condenser Salt Water Supply Piping.

- 5.4.11.1 Contractor shall make up section of piping from schedule 80 seamless black iron hot dipped galvanized pipe and fittings.
- 5.4.11.2 Contractor shall provide the following material.
 - Five (5)' of 6" pipe
 - One (1) 6" tee
 - Three (3) 6", 150 psi flanges.

5.5 CLIN 0004, Replace Catwalk Decking on Face of House:

- 5.5.1 Contractor shall retain all framing and brackets that are in good condition as determined by the vessel's chief engineer.
- 5.5.2 House Face Catwalks are deteriorated and unsafe. Crop all

Steel Catwalk grating (bars) & install angle iron containment for replacement decking. Replacement decking shall be a white nonslip (grit) maintenance free grating such as STRONGWELL DURAGRATE molded grating or STRONGWELL's DURADEK with optional grit top or equal. Contractor shall secure grating in accordance with manufacturer's recommendation using a weatherproof fastener.

5.5.3 Contractor to provide Grating Approval Certificates for the type of installation prior to purchase and commencement of work.

5.5.4 Located at Frame 118

5.5.5 Contractor is responsible for taking all measurement prior to ordering material; vessel does not assume any liability for grating that is not a proper fit and secured properly. Final approval of fit and method of securing the grating will be given by COTR and/or C/E.

5.6 CLIN 0005, Renew Main Deck Fuel Tank Vent's containment.

5.6.1 Contractor to crop and renew designated containment with like material.

5.6.2 Contractor to prime all replacement steel, vessel will provide primer.

5.7 CLIN 0006, NO. 2 Hatch Lower Tween Deck Repair.

5.7.1 No. 2 Hold Lower Tween Hatch Cover Runner Wheels jump off the brackets. Hatch cover hinges and structure is bent, repair would not be cost effective.

5.7.2 Install by welding flat/bar stock with radius on both ends that will retain wheels on their tracks. Approximately 50 ft of flat/bar stock.

5.7.3 Repair will be completed under direction of the attending COTR and/or C/E.

5.8 CLIN 0007, Supplemental Labor.

5.8.1 Supplemental expenses are not specifically expected, but Offerors are requested to provide an hourly labor rate for an additional **150 hours** to accomplish any emergent work that may arise within the scope of this CLIN.

5.9 CLIN 0008, Supplemental Material.

5.9.1 The Offeror shall make allowance for up to **\$10,000.00** in supplemental material charges, with NO BURDEN.