

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

1. REQUISITION NUMBER
 PAGE 1 OF 36

2. CONTRACT NO. DTMA2C07008
 3. AWARD/EFFECTIVE DATE 05/11/2007
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA2R07004/0003
 6. SOLICITATION ISSUE DATE 03/14/2007

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Laurel Bishop
 b. TELEPHONE NUMBER (No collect calls) (757) 441-3120 ext.
 8. OFFER DUE DATE/ LOCAL TIME 03/26/2007 2:30 pm

9. ISSUED BY DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.
 CODE 00092
 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 336611
 SIZE STANDARD: Over 1,000
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO T.S. EMPIRE STATE
 SUNY Maritime College, 6 Pennyfield Avenue
 Ft. Schuyler, Bronx, NY 10465
 Attn: Chris Zola
 CODE Empir
 16. ADMINISTERED BY DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 CODE 00092

17a. CONTRACTOR/OFFEROR BAYONNE DRY-DOCK & REPAIR CORP
 P.O. BOX 240
 BAYONNE, NJ 07002-0240
 TELEPHONE NO.(20) 823-9295 ext.
 CODE *
 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/Maritime Administration, South Atlantic Region
 7737 Hampton Blvd., Bldg. 4D, Room 211
 Norfolk, VA 23505
 CODE 7400

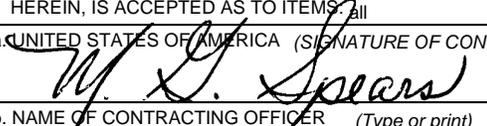
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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 2007 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - 25711 - 6100 - 6600 -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 1,443,110.00

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. proposal OFFER
 DATED 03/26/2007 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS All

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

 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Milton G. Spears 05/11/2007

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

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

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 3 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	SERVICES	(09/17/2007 to 10/16/2007)	1.00	JOB	\$147,000.000	\$ 147,000.00
	(See Attachment J-1, Statement of Work)					
0002	VESSEL CLEANLINESS	(09/17/2007 to 10/16/2007)	1.00	JOB	\$4,500.000	\$ 4,500.00
	(See Attachment J-1, Statement of Work)					
0003	SOUNDINGS	(09/17/2007 to 10/16/2007)	1.00	JOB	\$2,500.000	\$ 2,500.00
	(See Attachment J-1, Statement of Work)					
0004	DOCKING PLUGS	(09/17/2007 to 10/16/2007)	1.00	JOB	\$6,000.000	\$ 6,000.00
	(See Attachment J-1, Statement of Work)					
0005	DRYDOCKING	(09/17/2007 to 10/16/2007)	1.00	JOB	\$180,000.000	\$ 180,000.00
	(See Attachment J-1, Statement of Work)					

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 4 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SEA CHESTS (See Attachment J-1, Statement of Work)	(09/17/2007 to 10/16/2007)	1.00	JOB	\$12,000.000	\$ 12,000.00
0007	EMERGENCY FIRE PUMP SEA CHEST RENEWAL (See Attachment J-1, Statement of Work)	(09/17/2007 to 10/16/2007)	1.00	JOB	\$15,000.000	\$ 15,000.00
0008	SEA VALVES (See Attachment J-1, Statement of Work)	(09/17/2007 to 10/16/2007)	1.00	JOB	\$49,000.000	\$ 49,000.00
0009	RUDDER PINTLE CLEARANCES (See Attachment J-1, Statement of Work)	(09/17/2007 to 10/16/2007)	1.00	JOB	\$5,000.000	\$ 5,000.00
0010	RUDDER TEST (See Attachment J-1, Statement of Work)	(09/17/2007 to 10/16/2007)	1.00	JOB	\$4,000.000	\$ 4,000.00

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 5 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	TAILSHAFT & STERN TUBE INSPECTION (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$3,000.000	\$ 3,000.00
0012	ULTRASONIC GAUGINGS (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$30,000.000	\$ 30,000.00
0013	PROPELLER CLEANING (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$5,000.000	\$ 5,000.00
0014	BLASTING AND COATING (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$502,000.000	\$ 502,000.00
0015	FATHOMETER TRUNKS & DOPPLER SPEED LOG (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$4,850.000	\$ 4,850.00

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 6 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	ANCHOR CHAIN AND CHAIN LOCKER (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$39,000.000	\$ 39,000.00
0017	ZINC ANODES (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$12,000.000	\$ 12,000.00
0018	PERMANENT MUD BALLAST TANK COUPON CHECK (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$5,000.000	\$ 5,000.00
0019	MECHANICALLY CLEAN & PAINT VARIOUS SPACES (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$26,000.000	\$ 26,000.00
0020	MAINE AND AUXILLARY CONDENSERS (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$24,000.000	\$ 24,000.00

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 7 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	FOREPEAK COATING TOUCH-UP (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$6,000.000	\$ 6,000.00
0022	CARGO HATCH COVERS (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$33,400.000	\$ 33,400.00
0023	ENGINEERING SIDE PORTS (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$7,000.000	\$ 7,000.00
0024	ADDITIONAL BLASTING & COATING (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$27,500.000	\$ 27,500.00
0025	TOWING OF VESSEL (09/17/2007 to 10/16/2007) (See Attachment J-1, Statement of Work)		1.00	JOB	\$158,360.000	\$ 158,360.00

Line Item Summary	Document Number DTMA2C07008	Title TSES FY07 Drydock	Page 8 of 36
--------------------------	---------------------------------------	-----------------------------------	------------------------

Total Funding: \$1,443,110.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

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

0026	SUPPLEMENTAL LABOR		1,500.00	MH	\$40.000	\$ 60,000.00
------	--------------------	--	----------	----	----------	--------------

(09/17/2007 to 10/16/2007)

The supplemental Labor Rate offered shall be a yardwide composite labor rate and include all management, supervision, overhead, G & A, handling charges, freight, profit, contractor and sub-contractor burden, overtime, quality assurance, delay and disruption, bonding, insurance, etc. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time 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 contract yardwide composite rate for supplemental labor. Authorization to proceed with supplemental labor work will be issued in writing on individual Delivery Orders at the option of the U.S. Maritime Administration.

0027	SUPPLEMENTAL MATERIAL		1.00	NTE	\$75,000.000	\$ 75,000.00
------	-----------------------	--	------	-----	--------------	--------------

(09/17/2007 to 10/16/2007)

THIS IS A NOT TO EXCEED AMOUNT

The allowance for supplemental material is for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in supplemental growth work. All work under this CLIN must be specifically authorized in writing by the COTR or Contracting Officer.

A cost of \$75,000.00 must be used for proposal submission purposes.

Total Cost: \$1,443,110.00

**Contract Level
Funding Summary**

Document Number

DTMA2C07008

Title

TSES FY07 Drydock

Page

9 of 36

2007 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - 25711 - 6100 - 6600 -

\$1,443,110.00

Total Funding: \$1,443,110.00

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 10 of 36
--	------------------------------------	--	---------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	11
1 Instructions to Offerors--Commercial Items	11
2 Offeror Representations and Certifications - Alternate III	14
3 Contract Terms and Conditions--Commercial Items	14
4 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	17
5 INVOICE SUBMISSION - MARAD/SAR	20
6 Time of Delivery	20
7 Liquidated Damages--Supplies, Services, or Research and Development	21
8 Performance	21
9 Small Business Concern Representation For The Small Business Competitiveness Demonstration Program	22
10 Subcontracts	22
11 SUPPLEMENTAL WORK REQUESTS	23
12 INDEMNITY AND INSURANCE	25
13 INDEMNITY AND INSURANCE (ADDITIONAL)	25
14 Service Of Protest	27
15 AGENCY PROTESTS	27
16 Contracting Officer's Technical Representative	28
17 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	28
18 MARITIME LIENS, NO AUTHORITY TO INCUR	28
19 SUPERVISION	29
20 Guarantee	29
21 Accident and Fire Reporting	30
22 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	31
23 TAR 1252.217-73 INSPECTION AND MANNER OF DOING WORK	33
24 Type of Contract	35
25 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS	35
26 Title	35

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 11 of 36
--	------------------------------------	--	---------------

COMMERCIAL CLAUSES

1 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

SEPTEMBER 2006

Instructions to Offerors—Commercial Items (Sept 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 12 of 36
--	------------------------------------	--	---------------

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L’Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 13 of 36
--	------------------------------------	--	---------------

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors 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.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 14 of 36
--	------------------------------------	--	---------------

(End of provision)

2 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - FEBRUAR
ALT III COMMERCIAL ITEMS - ALTERNATE III Y 2002

Reserved.

3 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEBRUAR
Y 2007

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

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

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

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

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

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

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

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

- (i) Name and address of the Contractor;
- (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;

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 15 of 36
--	------------------------------------	--	---------------

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 16 of 36
--	------------------------------------	--	---------------

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (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; and (9) the specification.

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

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

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

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

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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 17 of 36
--	------------------------------------	--	---------------

4 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.** **MARCH 2007**

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Sept 2006)

(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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, 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 check as appropriate.]

X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (July 1995), with Alternate I (Sept 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

__ (3) 52.219-4, 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).

__ (4) [Reserved]

__ (5)(i) 52.219-6, 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.

__ (6)(i) 52.219-7, 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.

X__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X__ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

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

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

__ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (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.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 18 of 36
--	------------------------------------	--	---------------

__ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X__ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X__ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X__ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X__ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X__ (18) 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__ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X__ (20) 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).

X__ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

__ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

__ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.

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

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

X__ (25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

__ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

__ (29) 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)).

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

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

__ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 19 of 36
--	------------------------------------	--	---------------

__ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X__ (35)(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.]

__ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (May 1989) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, 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.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 20 of 36
--	------------------------------------	--	---------------

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

5 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, with copy to MARADSARInvoices@dot.gov

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

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

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

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

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

MARAD A/P SAR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

6 52.211-08 TIME OF DELIVERY

JUNE 1997

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

REQUIRED DELIVERY SCHEDULE:

CLINS 0001-0027 Within 30 calendar days after commencement date designated in Notice to proceed

The window of availability of the TS EMPIRE STATE for start of the 30-day drydocking period is from September 17 through September 26, 2007.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 22 of 36
--	------------------------------------	--	---------------

(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.

9 52.219-19 **SMALL BUSINESS CONCERN REPRESENTATION FOR THE
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM** **OCTOBER
2000**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror is, is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. **[Check one of the following.]**

No. of Employees Avg. Annual Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

10 1252.217- **SUBCONTRACTS** **OCTOBER
74** **1994**

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 23 of 36
--	------------------------------------	--	---------------

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

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

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

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

11 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 B, the applicable supplemental work contract line item. The offeror shall specify an hourly composite billing rate in its 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 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,

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 24 of 36
--	------------------------------------	--	---------------

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 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.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 25 of 36
--	------------------------------------	--	---------------

(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.

12 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 prior to Notice to Proceed 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.

The contractor's policy shall include the language "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left." In addition the following shall be included: "The United States of America is named as an additional insured as respects the SRLL/CGL and Pollution coverages. The policies contain a no recourse clause against the United States for premium payment."

13 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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 26 of 36
--	------------------------------------	--	---------------

loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

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

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

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

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

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

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

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

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

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

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

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be 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.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 27 of 36
--	------------------------------------	--	---------------

(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.

14 52.233-02 SERVICE OF PROTEST

SEPTEMBER 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, Laurel Bishop, by obtaining written and dated acknowledgment of receipt from U.S Department of Transportation, Maritime Administration - South Atlantic Region, Bldg. 4D, Room 211, Norfolk, VA 23505.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

15 MCL.L-2 AGENCY PROTESTS

AUGUST 2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 29 of 36
--	------------------------------------	--	---------------

(d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

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

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

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

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

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.

19 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.

20 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.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 30 of 36
--	------------------------------------	--	---------------

(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)

21 1252.223- ACCIDENT AND FIRE REPORTING
71

MAY 2005

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

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

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

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

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

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

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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 31 of 36
--	------------------------------------	--	---------------

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

(End of clause)

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

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

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

- (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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 32 of 36
--	------------------------------------	--	---------------

Washington, D.C. 20590
ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,
 - Part 50, National Primary and Secondary Ambient Air Quality Standards
 - Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
 - Part 82, Protection of Stratospheric Ozone
 - Part 110, Discharge of Oil
 - Part 112, Oil Pollution Prevention
 - Part 117, Determination of Reportable Quantities for Hazardous Substances
 - Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
 - Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System
 - Part 261, Identification and Listing of Hazardous Waste
 - Part 262, Standards Applicable to Generators of Hazardous Waste
 - Part 279, Standards for the Management of Used Oil
 - Part 300, National Oil and Hazardous Substance Pollution Contingency Plan
 - Part 302, Designation, Reportable Quantities, and Notification
 - Part 355, Emergency Planning and Notification
 - Part 370, Hazardous Chemical Reporting: Community Right-to-Know
 - Part 372, Toxic Chemical Release: Community Right-to-Know
 - Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
 - Part 763, Asbestos
2. COAST GUARD (USCG) TITLE 33 CFR,
 - Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
 - Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
 - Part 156, Oil and Hazardous Material Transfer Operations
3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
 - Part 1910, Occupational Safety and Health Standards
 - Part 1915, Occupational Safety And Health Standards for Shipyard employment
 - Part 1926, Occupational Safety and Health Regulations for Construction
4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
 - Subchapter C, Hazardous Materials Regulations

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 33 of 36
--	------------------------------------	--	---------------

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.

23 TAR 1252.217-73 INSPECTION AND MANNER OF DOING WORK

(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.

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 34 of 36
--	------------------------------------	--	---------------

(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

(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 COTR of the status of all valves 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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 35 of 36
--	------------------------------------	--	---------------

(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."

(End of clause)

24 TYPE OF CONTRACT

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of provision)

25 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

26 1252.217- TITLE
77

OCTOBER
1994

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

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

	Document No. DTMA2C07008	Document Title TSES FY07 Drydock	Page 36 of 36
--	------------------------------------	--	---------------

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

ATTACHMENT J-1 STATEMENT OF WORK

GENERAL REQUIREMENTS AND CONDITIONS

1. The requirements set forth below supplement, and except for progress payments, do not supersede the terms. Cost associated with general requirements and conditions under this section are to be included in the line item pricing. Maintenance of the Contractor's facility, provision of customary shipyard equipment (forklifts, welding equipment, hand and power tools, personal protective equipment, provisions for providing power, lighting, pumping, etc.) are understood to be part of the Contractor's overhead calculations for yard-wide stabilized labor rates, and shall not be entertained in quotes for Supplemental Materials. Any perceived conflicts are to be immediately reported in writing to the MARAD COTR for clarification by MARAD, SAR Contracting Officer.

2. Other Hazardous Materials: The Contractor must recognize that vessels of the Maritime Administration often contain hazardous materials whose handling is required in the performance of work. Such hazardous materials which may frequently be encountered include but are by no means limited to asbestos used in heat and electrical insulation, brake linings, deck coverings, boiler refractory, joiner work and other areas, mercury, certain hydraulic oils, bilge water and slops containing fuel, grease and lubricating oils, lead, lead-based anti-foulants. Safe, proper and lawful handling of such material is the Contractor's responsibility whether or not it is identified as such in the bid request incorporating this Agreement. The Contractor must determine for itself whether work specified requires handling hazardous material and price the bid accordingly. No additional charges required for handling hazardous material in specified work will be allowed after award is made.

3. HAZARDOUS WASTE CONTROL

All hazardous waste associated with this Specification shall be identified and documented as to disposal, as discussed below. Within five working days after the end of the availability the Contractor shall submit documented evidence of compliance. Evidence shall include the following:

- A) Types and quantities of hazardous waste generated.
- B) Procedures followed for custody and disposal and copies of receipts for same.
- C) Disposal sites.
- D) Name of Contractors person responsible for hazardous waste.

The Contractor is responsible for the removal and disposal of all hazardous waste at his expense in accordance with all applicable Federal, state, and local rules and regulations as required by this Item. MARAD reserves the right to audit Contractor and Subcontractors for compliance. All reports related to this item shall be submitted to the attention of Mr. Willie Barnes, Environmental Specialist, Maritime Administration, South Atlantic Region, 7737 Hampton Blvd., Norfolk, VA 23505.

4. Contractor must include in its bid package a complete description of any and all hazards or problems in vessel's access to Contractor's facility (including but not limited to depth under the keel, submerged objects, constrained approaches and clearance under bridges) as well as their proposed solution to avoid such hazards or problems.

5. Services and/or facilities not specifically stated in the specification but required by appropriate authorities and/or the Contractor to properly, effectively and timely prosecute these specifications shall be included in the Contractor's bid price.

6. Six parking spaces shall be provided within 100' of the vessel to be used at the discretion of the COTR.

7. The Contractor shall have on-site at all times that the contract is in effect a representative, with the authority to fully accept, negotiate, and execute "Delivery Orders". In order to maintain continuity of responsibility, changes in Points of Contact are not to be made after start of the availability without prior approval of the COTR.

8. Contractor is responsible for the taking, determining, ascertaining any and all dimensions, measurements, sizes and shapes given in any sketches, drawings, plans and specifications. Dimensions and measurements in this Specification are given in good faith but are not guaranteed. These specifications and all modification work shall be described using the U.S. standard system of measurements, unless otherwise specifically stated.

9. All material, equipment, etc., used in the prosecution of the specifications shall be at least equal to that of the original, be certified by an established industry-wide recognized firm for marine application and in full compliance with the rules, regulations and requirements of the American Bureau of Shipping (ABS) and U.S. Coast Guard (USCG), where applicable. Contractor shall furnish all material and parts required to perform the work in these Specifications except where such material and parts are specifically identified as Owner-furnished in the Specification Item where they are required. These specifications and all modification work shall be described using the U.S. Standard system of measurements, unless otherwise specifically stated. When ship's spare parts are authorized to be used, the parts inventory aboard the vessel for that particular piece of equipment will be identified as a Reference in the Work Item.

10. Except as specified otherwise, all scrap material and/or salvage, if any, shall be removed from the vessel, become the property of the Contractor, disposed in accordance with all Federal, State and local regulations and requirements, and a Scrap Allowance shall be reflected in the respective contract line item.

11. The Contractor's security system will require that all personnel possess proper identification badges for access to the vessel. Contractor to ensure its employees and subcontractors are in full compliance with the vessel security plan in effect at the time of contract performance.

12. Any and all equipment, machinery, systems, tankage, etc. which is opened in the prosecution of these specifications and any change orders thereto, including any and all interferences, removals, etc., in way of, shall be closed-up, reinstalled, replaced, etc., as original with new gaskets, packing, fasteners, etc. including caulking and washers to studs of manholes, access covers, etc. Said equipment, machinery, systems, tankage, etc. shall be tested in accordance with accepted practices to prove tightness and proper operations upon completion of work. Contractor shall maintain a list of loosened, opened or altered fasteners and/or closures and demonstrate the tightness of same upon completion of work to the COTR. The Contractor shall maintain a log sheet of all blanks, plugs, etc. used to isolate piping or for testing. The log shall be available at the ship's engine room maneuvering/operating station for inspection by the ship's force or COTR at any time.

13. All new, disturbed and/or soiled materials, surfaces, equipment, etc., affected by the accomplishment of these specifications shall be properly cleaned, prepared, coated/re-coated, re-lagged/reinsulated, etc., as applicable and original.

14. All spaces, equipment, machinery, tanks, cargo holds, accommodations, affected by repairs shall be left in a clean and orderly condition and ready to serve their intended purposes.

15. Cargo holds and weather decks shall be swept clean. The vessel shall be delivered in a condition at least equal to when received by the Contractor. A mutual inspection of the entire vessel by the Ship Manager/General Agent and/or COTR and Contractor shall be conducted prior to commencement of work and upon completion of contract. The MARAD Contracting Officer shall decide any and all disputed matters.

16. Except when specifically specified in writing from the Contracting Officer/COTR, Contractor shall not use any of the vessel's spare parts, equipage, material, equipment in the prosecuting of specification, including mooring lines, etc. Any spare parts, equipage, material, etc., authorized to be used by the Contractor shall be inventoried and replaced at the Contractor's expense. The Contractor shall be responsible for all deficiencies and the prompt and proper restoration of the same and all deficiencies arising from the Contractor's employment of the equipage of the vessel, machinery, etc.

17. To avoid commingling of different manufacturers' lubricants, the contractor shall use the same products as are or were in use aboard the vessel. The ship's lubrication charts,

located in the Chief Engineer's office shall be used to determine the product to be used in a particular piece of equipment as may be required by the specifications. Any exceptions shall be approved by the COTR.

18. All certificates for surveys and inspections required by ABS and USCG and performed by the Contractor are to be submitted to the COTR. Contractor shall coordinate with the COTR all surveys and inspections of work required by this Specification and notify ABS, USCG, and other authorities when and where their attendance is required. The scheduled time and meeting place for all attendees is to be posted in the COTR's office and notification of ABS and USCG made by telephone or fax in advance.

As this is a Public Vessel, there will be no attendance charges by USCG. ABS inspection fees will be to the account of the owner, the U.S. Department of Transportation, Maritime Administration. The Regulatory Inspectors shall not substitute for Contractor Quality Assurance, and the Contractor is cautioned that callouts of the Regulatory Inspectors for job sites not deemed ready for inspection may be the subject of QDR and/or credits taken against the contract by the Contracting Officer.

VESSEL PARTICULARS:

NAME: T.S. EMPIRE STATE

TYPE:	Steam Turbine training Vessel
OFFICIAL NUM:	D287875
CLASS	S5-S-MA1ua
BUILT :	Newport News Shipbuilding and DD Co.
Year built :	1962
Year converted:	1989
Call Sign :	KKFW
Dimensions :	LOA: 565 ft. Reg. Length: 528.5 ft Molded Beam : 76 ft. Depth : 44.5 ft
TONNAGE :	U.S.Gross : 12,961 design Draft : 28 ft Displacement @ 25' mean draft : 17,160 L.T. Light ship (includes fixed ballast) : 12,116 L.T. Deadweight : 5,044 L.T.
Propeller :	4 bladed, alum bronze , 22'dia Wt: 52,100 #

0001 SERVICES

1. Item Name: Services

2. Scope of Work:

2.1 Intent. Supply the listed services while the vessel is at the repair facility.

3. Work Description:

3.1 TUGS, GANGWAY & HANDLING LINES

Furnish services of tugs to dock, undock and shift vessel as required during dry docking and repairs. Furnish labor to supply and handle lines, gangway, etc. to make vessel fast at completion of repairs. Furnish gangways in facility for access to vessel. Provide proper mooring lines and wires along with personnel to maintain the proper tension on the mooring lines and wires during all tide changes and weather changes. The actual mooring arrangement shall be in accordance with the mooring plan submitted by the Contractor. All mooring lines must be Contractor furnished. The ship's mooring lines and wires shall not be used. Vessel's lines are to be properly stowed and protected from damage by grit blasting or other work.

3.2 FIRE PROTECTION

Furnish and maintain two (2) charged 2-1/2" lines and manifold connected to a pump or shore connection with a 400 gpm, 100 psig minimum capacity each. Run two (2) hoses forward and two (2) hoses aft, each at least 500 ft. of 1-1/2" hose ended with an all purpose nozzle. Fire protection is to be maintained throughout the yard period.

3.3 GARBAGE AND DEBRIS REMOVAL

Furnish labor to remove shipyard's and crew's garbage and debris from the vessel on a daily basis. Before departure of vessel from Contractor's facility, all areas where work was performed or any other spaces affected by repairs during repair period shall be thoroughly cleaned and all accumulated debris shall be removed. At no time shall garbage and debris be allowed to become hazardous to the well being of personnel or the ship. This item includes the restoration of the ship, each space and every work site to the level of cleanliness existing at the start of the work period. To this end, the Contractor's representative will tour the ship with the COTR at the commencement of work to agree on the ship's initial level of cleanliness at each work site.

3.4 ELECTRIC POWER

Furnish labor and material to connect and supply 450 volt, 60 hertz, 3 phase power in quantity sufficient to light the vessel and operate any equipment needed to accomplish the specified repairs (minimum 800 amp service) while vessel is in Contractor's facility. Connect, and disconnect as required. Power is to be supplied to the ship on a full 24 hour per day basis.

3.5 TELEPHONE

Upon vessel's arrival at the repair facility, provide and maintain two (2) independent and unlimited telephone lines to and from ship during vessel's entire stay at the facility for exclusive use by ship's and MARAD personnel. One line is to be connected to the vessel's existing distribution system for use by ship's personnel, the other is to be run into the Officer's Mess

Room on the boat deck for use by the MARAD COTR. Post list of emergency numbers at each telephone location. Additional telephones for Contractor and subcontractor use to be provided separately at the Contractor's expense.

3.6 VINYL TILE PROTECTION

Protective coverings are to be maintained throughout repair availability. Damages and soiling to existing deck covering as well as bulkhead and overhead surfaces throughout the entire vessel will be repaired or cleaned at Contractor's expense. At completion of all work, Contractor is to remove all protective deck coverings, clean all passageway decks and bulkheads.

3.7 CHEMIST'S GAS FREE CERTIFICATE

Furnish certified chemist's "Safe for Entry" and "Safe for Hot Work" certificates for all FO/ballast/FW tanks, cofferdams, holds, machinery spaces, vent lines heating coils in sludge tank, FO/LO lines, cargo oil tanks and pipe lines, as required, before entry or commencing any hot work or repairs. Maintain such certificates current during all Contractor work in such spaces and until such spaces have been inspected and released by COTR.

3.8 PUMPING AND DISPOSING OF OIL OR BILGE WATER

The Contractor is responsible for routine pumping of bilges and disposal of any liquids discharged during work period regardless of their origin in compliance with Environmental Protection Agency and other appropriate regulations. Bilges will be left free of all water, oil, grease, debris and in a clean, dry condition at departure from contractor's facility. All spaces shall be maintained free of water and oil at all times throughout yard period.

3.9 OFFICE FACILITIES

Furnish office facility for the use of ship operator and MARAD personnel. The office facility shall be within 500 feet of the ship's gangway. The MARAD office is to include heating and air conditioning, lighting, potable water and deck space with necessary furniture sufficient for the concurrent use of a total of six (6) administrative personnel. Office facility and equipment is to be for the exclusive use of the ship operator and government personnel. Close access to adequate wash up and water closet facilities shall be provided.

Equipment is to include three (3) telephone lines with unrestricted service, fax machine, typewriter, copy machine and file cabinet. Provide all sundry items necessary for the operation of contractor-supplied office equipment, including operating manuals, paper, toner, ribbons, etc. Provide any needed servicing to such equipment.

3.10 PORTABLE TOILETS

Provide and maintain portable toilet services for yard and SUNY Maritime College employees for use during the entire availability.

3.11 LIGHTING

The Contractor shall relamp any inoperative ship's lighting. This lighting shall be maintained throughout yard period, and be 100% operational upon redelivery. Contractor to relamp vessel as required to satisfy this item

Contractor shall provide temporary lighting as required for all items in this specification.

3.12 WET BERTH AT REPAIR FACILITY

Furnish a suitable wet berth for the vessel during the work period. Provide effective fenders to ensure that the ship's sides are well protected in the event of storms or high winds. Provide rat guards on all mooring and service lines greater than one inch in diameter. A Ship Specific Mooring Plan as well as an Emergency Heavy Weather Plan must be developed and presented to the COTR within 24 hrs of Notice To Proceed. A minimum of four (4) feet of water shall be maintained at all times under the vessel's keel over its entire length throughout the duration of the shipyard period. Per Diem rate for this CLIN shall be applied to any period of performance extensions authorized by the Contracting Officer.

3.13 MATERIAL HANDLING SERVICE

Crane and other material handling service costs necessary for the Contractor to accomplish each CLIN shall be included for the CLIN's price. The Contractor shall provide 120 non consecutive hours of crane service with operator, signalman and forklift trucks to load, unload, or move items requested by COTR.

3.14 SEWAGE AND GRAY WATER REMOVAL

Provide all necessary shore side fittings, hose, piping, trucks, etc., as necessary to accept and dispose of all sewage and gray water intermittently pumped from the ship's MSD systems. These systems will automatically discharge to a main deck fitting near the port or starboard gangways. Plan for approximately eight crewmembers using 30 gallons each per day for an estimated total discharge of 2400 gallons sewage and gray water per day.

0002 VESSEL CLEANLINESS

1. Item Name: Vessel Cleanliness
2. Scope of Work:
 - 2.1 **Intent.** Preserve the present state of vessel cleanliness.
3. Work Description:
 - 3.1 T.V. EMPIRE STATE is presently clean and ready for embarkation and training cruise. Upon completion of shipyard repairs, its overall cleanliness in machinery and public spaces is to be of such a state as to permit officers, crew and cadets to move aboard immediately without requirement for cleaning or other domestic work. Cleaning shall be completed to the satisfaction of the COTR prior to departure.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0003 SOUNDINGS

1. Item Name: Soundings

2. Scope of Work:
 - 2.1 **Intent.** Sound all tanks at arrival and departure of the contractor’s facility.
3. Work Description:
 - 3.1 Upon arrival at the Contractor’s facility and within twenty-four (24) hours prior to vessel’s departure, all tanks aboard vessel shall be sounded. Four (4) typewritten copies of the soundings and contents of tanks shall be submitted to COTR. All sounding tubes shall be closed in good order. Plugs and/or caps shall be cleaned and threads coated liberally with anti-seize compound.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body’s rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0004 Ballast Tank Inspections (ABS)

1. Item Name: Ballast Tank inspections
2. Scope of Work:
 - 2.1 Intent: ABS Tank Inspections.
3. Work Description:

Upon completion of CLIN 003, Soundings, and when so directed by the COTR, the contractor shall provide labor and material to remove dock/drain plugs from fresh water and distilled water tanks as listed below. The contractor shall also open the associated manholes for the listed tanks and vent tanks with blowers and obtain gas-free certificates from the Marine Chemist for “safe for entry”. Provide temporary lighting for tank inspection to be conducted by the MARAD COTR and the ABS Surveyor.

Fresh Water Ballast Tanks as follows:

FRAMES	TANK	CAPACITY(100%BLS)
65-92	Dbl Bttm 3c	1481.72
92-105	Dbl Bttm 4FP	563.10
92-105	DBL Bttm 4FS	563.10
119-141	DBL Mach-P	731.94
119-141	DBL Mach-S	731.94

158-171	DBL Bttm 5AP	441.90
158-171	DBL Bttm 5AS	441.90
171-191	DBL bttm 6P	364.24
171-191	DBL bttm 6S	364.24

Distilled tanks as follows:

FRAMES	TANNK	CAPACITY (100% GALS)
135-140	Dist. STBD Inbd	6282
135-140	Dist. CL	7607
135-140	Dist port Outbd	6282
204-218	Dist Aft Pk	28325
Stem-14	Dist Fore Pk	28255

When so directed by the COTR and prior to undocking the vessel, the Contractor shall install the docking plugs, close all manholes previously opened in accordance with this item with new gaskets, brass nuts and stainless steel washers. The Contractor shall then fill the respective tanks with either fresh or distilled water to the levels previously recorded CLIN 003.

0005 DRYDOCKING (ABS/USCG REQUIREMENT)

1. Item Name: Dry-docking (ABS/USCG Requirement)
2. Scope of Work:
 - 2.1 **Intent.** Dry-dock the vessel for inspection and repair.
3. Work Description:
 - 3.1 Furnish necessary labor and material to dry-dock vessel immediately upon arrival in repair shipyard. A copy of the docking plan is provided as a reference. Blocking caps to be fabricated out of hard wood blocks. Blocks to be in good condition without excessive checking. Blocks to be capped with new or good condition soft caps. Blocks to be dogged or lagged together. The Contractor shall provide a suitable stable working platform which will make the entire underwater hull accessible for viewing and/or repair. Prior to docking the vessel, the Contractor shall meet with the COTR on the dry-dock for a block check. Blocks shall be set in a manner that allows for the vessel to be fleeted, if necessary (fleeting is not anticipated). Blocks shall be arranged clear of all sea chests, transducers, fathometer wells, etc., and blocks shall oriented such as to allow coating of the areas in way of blocks at the last drydocking. MARAD Dry-docking Report (MA-57) is to be completed and delivered to the COTR prior to final dock walk before undocking the vessel.

Any surveys, cleaning, painting and underwater repairs as specified herein are to be accomplished as soon after the vessel's arrival as possible.

- 3.2 Within 24 hours of vessel being placed in dry-dock and floor of dry-dock dry, provide necessary labor and material to visually inspect shell plate welding at and below the water line for any "washed out" welds. Inspection to include all welding on plate butts and seams and any welding around sea chests, suction, discharges, etc. All "washed out" welds are to be marked with waterproof marker for later inspection by COTR, USCG Inspector and ABS Surveyor. A marked-up copy of the Shell Expansion drawing indicating which butts, seams, penetrations, etc. are suspect shall be provided by the Contractor to the COTR.
 - 3.3 Provide necessary labor and material to ultrasonically test all suspect welds found by the visual inspection. Using the marked-up shell expansion provided in the previous item, test and record weld conditions. For bidding purposes, Contractor is to estimate 600 UT shots. The UT technician shall be ABS certified with a current ABS certificate.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0006 SEA CHESTS

1. Item Name: Sea Chests
2. Scope of Work:
 - 2.1 **Intent.** Open, clean, inspect, grit-blast and paint the sea chests and strainer plates.
 - 2.2 **Location.** Various locations on the hull. Docking plan will be available for review during site visit.
3. Work Description:
 - 3.1 All Sea Chest strainer plates are to be removed and cleaned to commercial blast standard SSPC-SP6. All Sea Chests shall be cleaned to commercial blast standard SSPC-SP6. Following inspection by the ABS surveyor and COTR, prime and coat all Sea Chests and strainer plates in accordance with CLIN #013, Blasting and Coating, for underwater body system.

NOTE: Precautions are to be taken to prevent intrusion of grit, water, dust, or dirt into any machinery spaces.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0007 EMERGENCY FIRE PUMP SEA CHEST RENEWAL

1. Item Name : Emergency fire pump sea chest renewal

2. Scope of work:

2.1 Intent: Renew the emergency fire pump sea chest

2.2 Location: Starboard side. Shaft alley at frame 194

3. Work Description:

3.1 Furnish necessary labor and material to renew the internal plating of the emergency fire pump sea chest and to renew all piping nozzles and flanges attached to the sea chest plating, according to NNS&DD DWG. #600-1468, assembly 87. Contractor is responsible for the removal and reinstallation of all interferences including but not limited to the emergency fire pump/motor, all piping and valving (Note: valve inspection is as per CLIN 007) and handrails. All plating shall be blasted and primed prior to fabrication. After testing to regulatory body requirements all welds are to be mechanically cleaned of slag residue and primed. All new steel work and piping nozzles shall be finish-coated with vessel-furnished "RUST-BULLETTE" rust inhibitor coating. Upon completion of the sea chest and nozzles, the Contractor shall install all previously removed pump/motor, valves and interferences using Contractor furnished new gasket material suitable for salt water service and install new corrosion resistant fasteners.

The interior of the new sea chest shall be coated IAW the requirements of CLIN 013, Blasting and Coating.

4) Performance Criteria/Deliverables:

4.1) All work must comply with any applicable regulatory body rules and regulations.

4.2) All work must be done to the satisfaction of the attending COTR.

0008 SEA VALVES (ABS/USCG REQUIREMENT)

1. Item Name: Sea Valves

2. Scope of Work:

2.1 **Intent.** Open, clean and assist the USCG & ABS inspect the vessels sea valves as listed below.

2.2 **Location.** Various around the hull.

3. Work Description:

3.1 Furnish necessary labor and material to open and clean the following sea valves.

Grind in discs, gates and seats of all valves. Free up and lubricate stems; blue seats and discs or gates of all valves to demonstrate 100% circumferential contact, with band-width of contact a minimum of 1/3 the seat width for globe valves and 1/2 the seat width for gate valves. The contractor shall ensure that clearance remains between the bottom of each gate and the valve body, when the gate is fully seated. Upon satisfactory inspection by

ABS/USCG apply two (2) coats of anti-corrosive coating, such as APEXIOR No. 3 to the interior of valves. Close valves in good order using new bonnet gaskets and repack with new Contractor furnished packing to the satisfaction of the COTR. Replace all bolting material with new corrosion resistant steel.

3.2 Prior to removal of valve bonnets, all valves and bonnets are to be clearly tagged.

3.3 Where scupper or check valves are fitted inboard of a gate or check valve, both the sea valve and the scupper/check valve inboard are to be opened and cleaned and piping checked and cleaned of obstructions, dirt or debris. All such valves shall be prepped and internally coated, and be closed up with CRES fasteners and new gaskets, as described in 3.1.

SPACE	LEVEL	FRAME	P/S/C	SEA CHEST#	SIZE	TYPE
AMS	TK TOP	99-100	S	2	6"	GATE
AMS	TK TOP	100-101	S	3	1/2"	BRZ SCREW
AMS	TK TOP	100-101	S	3	5"	FLG GATE
AMS	TK TOP	100-101	S	3	1"	BRZ SCREW GLOBE
AMS	TK TOP	101-102	S	4	4"	FLAPPER STOP
ENG RM	TK TOP	120-121	S	5	12"	GATE
ENG RM	TK TOP	121-122	S	6	12"	ANGLED GLOBE
ENG RM	TK TOP	121-122	S	6	3/4"	ANGLED GLOBE
ENG RM	TK TOP	121-122	S	6	1-1/2"	BRZ FLG ANGLE GLOBE
ENG RM	TK TOP	124-125	S	7	40"	GATE
ENG RM	TK TOP	122-123	S	8	12"	GATE
ENG RM	TK TOP	122-123	S	8	3/4"	ANGLED GLOBE
ENG RM	TK TOP	122-123	S	8	1-1/2"	BRZ FLG ANGLE GLOBE
ENG RM	TK TOP	121-122	S	9	5"	FLAPPER STOP
ENG RM	TK TOP	126-127	S	10	5"	FLG GATE
ENG RM	TK TOP	126-127	S	11	12"	FLG GATE
ENG RM	TK TOP	130-131	S	12	5"	FLG GATE

ENG RM	TK TOP	131-132	S	13	1-1/2"	ANGLED GLOBE
ENG RM	TK TOP	131-132	S	14	3"	FLG GATE
ENG RM	TK TOP	133-134	S	15	4"	FLAPPER STOP
ENG RM	TK TOP	135-136	S	16	3"	GATE
ENG RM	TK TOP	135-136	S	16	1"	BRZ SCREW GLOBE
ENG RM	TK TOP	135-136	S	16	2"	BRZ FLG GATE
ENG RM	TK TOP	135-135	S	17	3"	SS FLG GATE
ENG RM	TK TOP	135-136	S	17	1"	BRZ SCREW GLOBE
ENG RM	TK TOP	135-136	S	17	2"	BRZ FLG GATE
SHAFT ALLEY	TK TOP	194-195	S	18	5"	GATE
SHAFT ALLEY	TK TOP	194-195	S	18	1"	STEEL GLOBE
SHAFT ALLEY	TK TOP	194-195	S	18	1"	STEEL ANGLED GLOBE
AMS	TK TOP	93-94	P	21	8"	FLG GATE
AMS	TK TOP	93-94	P	21	1"	BRZ SCREW GLOBE
AMS	TK TOP	93-94	P	21	2"	FLG GATE
AMS	TK TOP	93-94	P	22	8"	FLG GATE
AMS	TK TOP	93-94	P	22	1"	BRZ SCREW GLOBE
AMS	TK TOP	93-94	P	22	2"	FLG GATE
ENG RM	TK TOP	122-123	P	24	36"	GATE
ENG RM	TK TOP	120-121	P	25	26"	GATE
ENG RM	TK TOP	120-121	P	25	3/4"	ANGLED GLOBE
ENG RM	TK TOP	121-122	P	26	5"	FLAPPER STOP
ENG RM	TK TOP	122-123	P	27	4"	BRZ FLG GATE
ENG RM	TK TOP	125-126	P	28	3"	FLAPPER STOP
ENG RM	TK TOP	126-127	P	29	2-1/2"	BRZ ANGLED GLOBE

ENG RM	TK TOP	125-126	P	30	3/4"	GLOBE
ENG RM	TK TOP	126-127	P	30	3-1/2"	ANGLED GLOBE
ENG RM	TK TOP	126-127	P	30	3-1/2"	ANGLED GLOBE
ENG RM	TK TOP	125-126	P	31	3"	FLAPPER STOP
ENG RM	TK TOP	130-131	P	32	6"	FLG GATE
ENG RM	TK TOP	130-131	P	33	8"	FLG GATE
ENG RM	TK TOP	130-131	P	33	3"	FLG GATE
ENG RM	TK TOP	130-131	P	33	4"	FLG GATE
ENG RM	TK TOP	130-131	P	34	6"	ANGLED GLOBE
ENG RM	TK TOP	130-131	P	34	6"	ANGLED GLOBE
ENG RM	TK TOP	132-133	P	35	8"	ANGLED GLOBE
ENG RM	TK TOP	132-133	P	35	1"	ANGLED GLOBE
ENG RM	TK TOP	134-135	P	36	8"	GATE
ENG RM	TK TOP	134-135	P	36	3/4"	BRZ FLG GLOBE
ENG RM	TK TOP	134-135	P	36	3/4"	BRZ FLG GLOBE
SHAFT ALLEY	TK TOP	203-204	C	X	1-1/2"	FLG GLOBE
SHAFT ALLEY	TK TOP	203-204	C	X	1-1/2"	FLG GLOBE
SHAFT ALLEY	TK TOP	203-204	C	X	1-1/4"	FLG GLOBE
FWD ROPE LKR	3RD DK	9	S		2-1/2"	GLOBE
ENG RM	TK TOP	122-123	S		5"	FLAPPER STOP
ENG RM	MANEU LVL	128-129	P		5"	SWING CHECK
CLASS RM #4	3RD DK	153-154	P		3"	FLAPPER STOP
CLASS RM #4	3RD DK	153-154	P		4"	FLAPPER STOP
CLASS RM #3	3RD DK	153-154	S		3"	FLAPPER STOP
CLASS RM #3	3RD DK	153-154	S		4"	FLAPPER STOP

AFT ROPE LKR	3RD DK	205-206	P		2-1/2"	GLOBE
3 HOLD	3RD DK	86-87	P		5"	FLAPPER STOP
3 HOLD	3RD DK	89-90	S		5"	FLAPPER STOP
3 HOLD	3RD DK	89-90	S		2"	FLAPPER STOP
3 HOLD	3RD DK	90-91	S		5"	FLAPPER STOP
FP TK	BOTT		S		2-1/2"	FLG GATE

3.4 Any discrepancies are to be reported in a condition report to the COTR. Only the COTR can issue a delivery order for repairs.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0009 RUDDER PINTLE CLEARANCES

1. Item Name: Rudder pintle clearances

2. Scope of Work:

2.1 **Intent.** Take rudder clearances with the ABS surveyor & the COTR.

2.2 **Location.** Rudder.

3. Work Description:

3.1 Furnish necessary labor, material and staging to remove access plate in way of rudder pintle bushing. Take clearance readings in the presence of the ABS Surveyor and COTR, record and report findings in writing to the COTR. Upon completion and when directed by the COTR, reinstall access plate in good order with new gaskets and fasteners to the satisfaction of the COTR. Contractor is to also take clearance readings on neck bearing and steady bearing in the presence of the ABS and readings are to be recorded and reported in writing to COTR.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0010 RUDDER TEST

1. Item Name: Rudder test
 2. Scope of Work:
 - 2.1 **Intent.** Air test the rudder and inspect the rudder horn.
 - 2.2 **Location.** Rudder.
 3. Work Description:
 - 3.1 Furnish necessary labor, material and staging to disconnect and remove rudder plug, drain rudder, obtain gas free certificate and air test (2 psi) rudder to the satisfaction of the ABS/USCG. Upon completion of testing, reinstall rudder plugs water-tight and in good order to the satisfaction of the COTR.
 - 3.2 Furnish necessary labor and material to disconnect and remove rudder horn void manhole cover located in steering gear room, for inspection of rudder horn by ABS/USCG. Upon completion of inspection, close up manhole cover in good order with new gasket.
- NOTE: Upon opening of the rudder horn void, the compartment shall be ventilated, gas-freed and certified "Safe for Men" to allow entrance for ABS/USCG examination. The certification shall be posted at the manhole entrance.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0011 TAILSHAFT & STERN TUBE INSPECTION

1. Item Name: Tailshaft & stern tube inspection.
2. Scope of Work:
 - 2.1 **Intent.** Check wear-down clearance of tailshaft bearing.
 - 2.2 **Location.** Shaft alley Frames #204 - 210
3. Work Description:
 - 3.1 Erect staging. . Measure and record wear-down readings by the wedge method (vessel is fitted with a wood (lignum vitae) stern bearing and provide written reports to COTR.
 - 3.2 Contractor shall maintain the lignum vitae stern bearing wet during the entire period in the drydock.

0012 ULTRASONIC GAUGINGS

1. Item Name: Ultrasonic gaugings
2. Scope of Work:
 - 2.1 **Intent.** Gauge the thickness of the steel on the vessel.
 - 2.2 **Location.** Various
3. Work Description:
 - 3.1 Furnish services of a certified technician to take and record the following ultrasonic gaugings to complete the gauging requirement for ABS Special Survey #6.
 - 3.2 The underwater portions of the three girth belts at frames 46-1/2, 47-1/2, and 146-1/2.
 - 3.3 Flat keel plating full length plus additional bottom plating as deemed necessary by ABS. Contractor shall provide not less than 100 shots of bottom plating in addition to flat keel as requested by ABS.
 - 3.4 Lowest strakes of all transverse bulkheads in cargo spaces. This is to include a total of seven (7) transverse bulkheads and not less than 100 shots of bulkhead plating as deemed necessary by ABS.
 - 3.5 Two wind and water horizontal belts as directed by the ABS.
 - 3.6 Internals in forepeak and aft peak tanks as deemed necessary by the ABS.
 - 3.7 Perform not less than 200 additional ultrasonic gaugings as directed by the COTR.
 - 3.8 The number of shots taken per plate shall be as required by the regulatory inspectors. A detailed typewritten report showing the location of each shot, percentage of loss from original scantlings and the actual reading to be submitted to the attending COTR. Seven (7) copies shall be provided. Work shall commence on this item immediately after the vessel is dry-docked.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0013 PROPELLER CLEANING

1. Item Name: Propeller cleaning
2. Scope of Work:

2.1 **Intent.** Clean and polish the propeller.

2.2 **Location.** Aft of shaft alley.

3. Work Description:

3.1 Furnish necessary labor, material and staging to clean the propeller of all marine growth and encrustations. Polish propeller without any removal of base material. Surface finish to be RUPERT "B" and to the satisfaction of the COTR.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0014 BLASTING & COATING

1. Item Name: Blasting & Coating

2. Scope of Work:

2.1 **Intent.** Prepare & paint the vessel's hull.

2.2 **Location.** The hull.

3. Work Description:

3.1 A conference shall be held between the Paint Manufacturer's attending representative, the COTR and the Contractor for the purpose of establishing criteria and agreements pertaining to the coatings and applications. Subjects of discussion shall include, but not be limited to the following: role of the coatings representative, method of measuring coating thickness, procedures for inspecting each surface prior to its being coated, procedures for informing Vendor and COTR when coatings are to be applied outside normal working hours of the Vendor and COTR and other aspects of this subject leading to maximum assurance that coatings will be applied successfully and in accordance with these specifications.

Any of the ship's structures or equipment not to be blasted in way of anticipated blast pattern are to be masked off/or protected accordingly. NOTE: Any damage/cleanup to vessel's structures and equipment, interior or exterior, resulting from either grit blasting, new painting application or hot work must be corrected at the Contractor's expense. A minimum blast nozzle pressure of 100 psi shall be maintained by all operators. All air used shall be clean, after cooled, free of oil and dry. Care is to be taken to blast only areas that can be coated within a short time. This must be determined and agreed upon by the Contractor, paint manufacturer's representative and COTR, and based on atmospheric conditions at the time. The area blasted shall be maintained to the minimum blast grade acceptable, as outlined by N.A.C.E. or Commercial Blast Standard SSPC-SP6 before any coating is applied. All hot work is to be completed before coating commences. Areas damaged from any hot work done during/after painting shall be re-blasted in accordance with this CLIN.

The coating system manufacturer and Contractor shall warrant the coating system applied to be free of defects in material and workmanship for a period of sixty (60) months.

All coatings to be applied under the manufacturer's representative's direct supervision. No application of coatings shall be made until the prepared surfaces are approved by the coatings systems manufacturer's representative. The Contractor is to arrange for such inspections before the initial coating and before each subsequent coating. Areas found to contain runs, overspray, roughness or any other film irregularities shall be repaired or recoated as directed at Contractor's expense.

The final dry film thickness (DFT) readings shall be taken and recorded through use of a dry film gauge. A detailed report in quadruplicate, outlining the preparation, coating system and quantities of the material shall be provided to the COTR. Coating manufacturer's representative shall fill out coating portion of MARAD Drydocking Report (MA-57) as required by CLIN #004 Drydocking.

COATINGS SHALL NOT BE APPLIED UNDER UNFAVORABLE CONDITIONS. COATING MANUFACTURER'S REPRESENTATIVE SHALL DETERMINE FAVORABLE WEATHER CONDITIONS. FRESHLY APPLIED COATINGS ARE TO BE PROTECTED FROM BLASTING IN ADJACENT AREAS.

Deck scuppers shall be plugged and temporary extension shields shall be installed on the scuppers and/or overboard discharges as necessary to keep the hull dry during blasting and coating operations.

The grit abrasive used for blasting is to be dry and have a neutral pH.

Preparation and blasting instructions of paint manufacturer's representative shall be adhered to. Paint products shall be in all respects equal to those listed on following page and approved by the COTR. Paint shall be completely mixed, insuring bottom sediments are in suspension. Thinning shall be done in accordance with manufacturer's instructions. Coverage and final thickness shall be specified by the paint manufacturer's representative and approved by the COTR. A painting/coating manufacturer's representative will be on site to oversee the entire blast and paint effort from initial conference to final check prior to acceptance of work. Paint manufacturer's technical representatives shall assist COTR, but be charged to Contractor's account.

Depth sounder plates, hull anodes, propeller, tailshaft and other vulnerable areas shall be adequately protected while blasting operation is being carried out.

All work shall be in compliance with ABS, USCG, local and federal rules and regulations in effect. The Contractor is responsible for cleanup and disposal of all blast grit, empty paint cans and debris from job in an acceptable manner and in accordance with EPA regulations.

3.2 APPLICATION PROCEDURES

Steel temperature shall be a minimum of four (4) degrees Fahrenheit above the dewpoint of the air prior to the application of barrier coat and first coat or primer.

APPLICATIONS SHALL NOT BE APPLIED WHEN CONDENSATION OR HUMIDITY IS PRESENT ON THE SURFACE.

3.3 PAINING AREAS APPROXIMATE

Keel to deep loadline 28' mark approximately 52,000 square feet. Contractor shall prepare and coat approximately 52,000 square feet as outlined below.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE MEASUREMENT AND DETERMINATION OF ACUTAL AREA IN SQUARE FEET TO BE PREPARED AND COATED. THE GOVERNMENT IS HELD HARMLESS FOR INACCURATE MEASUREMENTS BY THE CONTRACTOR.

Coatings to be equal to the following International Paint Company products.

3.4 KEEL TO DEEP LOADLINE

Surface shall be fresh water washed with high pressure hoses followed by hand scraping to remove all marine growth. If it is not possible for the entire wash to be fresh water, the final rinse shall be fresh. Contractor shall allow for 52,500 sq. ft. of underwater Hull area to be blasted to commercial blast standard SSPC-SP6 and receive 2 coats of surface tolerant epoxy. Coating shall be anti-corrosive system consisting of two (2) coats of surface-tolerant, high solids epoxy followed by four (4) coats of self-polishing ablative anti-fouling equal to the following:

Approximately 52,500 sq. ft. 1st coat, Intertuf 262 epoxy (or equal), 4.0 mils, Red

Approximately 52,500 sq. ft. 2nd coat, Intergard 263 (or equal), 5.0 mils, Buff

Approximately 52,500 sq. ft. 3rd coat, Intersmooth 460 TBT-free ablative, 5.0 mils, Green

Approximately 52,500 sq. ft. 4th coat , Intersmooth 460 TBT-free ablative 5.0 mils, Gray

Approximately 52,500 sq. ft. 5th coat, Intersmooth 460 TBT-free ablative 5.0 mils, Black

Approximately 52,500 sq. ft. 6th coat, Intersmooth 460 TBT-free ablative, 5.0 mils, Red

Contractor is to paint draft marks at bow and stern, loadline and deckline amidships in White Epoxy.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0015 FATHOMETER TRUNKS AND DOPPLER SPEED LOG

1. Item Name: Fathometer trunks and Doppler speed log.
2. Scope of Work:
 - 2.1 Intent.** Open, clean & inspect the fathometer trunks & Doppler speed log trunks.
 - 2.2 Location.** Lower three hold near Frame # 66
 - 2.3 Identification.** Fathometer Raytheon MODE NFK-348
Doppler speed log Dwg. #1976129
3. Work Description:
 - 3.1 Open up both fathometer transducer trunks. These trunks are located between Frames 65 and 67 just to the port and starboard of centerline. Each trunk is approximately 6 ft. long, 6 ft. wide and 5 ft. deep. Clean entire structural interior free of any rust, scale, dirt and debris by hand scraping. Provide an internal inspection report for COTR. Coat each trunk with two coats of surface tolerant high-solids epoxy. When directed, close both trunks up in good order on new gaskets, renewing any deteriorated or missing fasteners. Furnish a qualified technician to check both fathometer transducers (RAYTHEON MODE NFK-348) while vessel is in drydock.
 - 3.2 Open the doppler speed log transducer sea valve (2-1/2" gate) and perform valve maintenance as outlined on CLIN 007. The transducer is located between Frs. 12 and 23 just to the starboard side of centerline (SEE REFERENCED DWGS.) Furnish a qualified technician to check Doppler transducer (SPERRY SPEED LOG SYSTEM DWG. 31976129, Rev. E) while vessel is in dry dock.
 - 3.3 Provide a Condition Report with recommendations for required repairs. Any repairs required to fathometer transducers or doppler speed log transducer are to be documented via Condition Report and tasked via Delivery Order.

NOTE: Make certain the vessel is positioned on blocks so that all three transducers are not covered by blocks. Also make certain the transducers are not covered by blocks if the ship is fleeted.

4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0016 ANCHOR CHAINS & LOCKERS

1. Item Name: Anchor chains & lockers
2. Scope of Work:

2.1 Intent. Clean and inspect the anchor chains & lockers

2.2 Location. Chain locker

3. Work Description:

3.1 Furnish labor and material to remove port and starboard anchors from the ship. Contractor shall erect staging and lighting and make space ready for ABS and USCG inspection prior to coating application.

3.2 Remove both chains (11) shots each from the ship. Place both anchors on drydock floor and pay out chain on dock floor. Blast both chains and anchors in their entirety to Brush-Off Blast Standard SSPC-SP7. Gauge both chains in the presence of the ABS and COTR, and submit a gauging report in quadruplicate to the COTR.

3.3 After the gaugings are completed and before setting the chain, disconnect the last four shots from the anchor. Connect the former fifth links to the anchors. Connect the former first four links between former eleventh links and the bitter end.

3.4 Contractor shall coat the anchors and chains with two coats (4 mil each coat) of Interbond 501, black gloss, or equal, taking care to roll the chain and coat all surfaces equally.

3.5 The anchor chains shall be painted and marked to identify the length of chain paid out as follows:

- One (1) link each side of the 15 fathom detachable link shall be painted white.
- Two (2) links on each side of the 30 fathom detachable link shall be painted white.
- Three (3) chain links on each side of the 45 fathom detachable link shall be painted white.
- Continue progressively increasing white link until reaching next to last shot which shall have all links painted with yellow alkyd. Last 15 fathom shot inboard shall be painted with red alkyd.
- All detachable links are to be painted red, in accordance with USCG guidelines.

3.6 Upon completion of chain locker preservation, reinstall both chains and anchors utilizing new weak links. Shot markings shall be in accordance with all regulatory body requirements.

3.7 Furnish labor and material to perform High Pressure Water Blast (15,000 psi min.) to clean chain locker in its entirety. Clean all portions of Chain Locker sump. It is the intent of this item that all surfaces of the chain locker and sump shall be cleaned, including all removable components. All loose scale debris and water shall be removed. Upon COTR and coating representative's approval, coat interior of locker with "Esgard Bio-Kote" or equal coating approved by the COTR. Thickness and coating application shall be to Esgard, Inc., technical sheet specifications. A coating vendor's technical representative hired by the Contractor shall be present and direct all aspects of the preparation and application. Contractor shall provide COTR with a copy of proper steel preparation/application certification issued by coating vendor representative.

Contact: Esgard, Inc.
P.O. Box 2698
Lafayette, LA 70502

- 3.8 Prior to cleaning, the suction for the sump (drain well) shall be plugged to prevent contamination.
 - 3.9 The eductor arrangement serving the chain locker and drain well sump shall be cleaned, repaired and proven in good order to the satisfaction of the regulatory bodies and the attending COTR. Provide temporary water line connections to power the eductor system. Remove temporary connections at conclusion of test. Remove all temporary plugs and reconnect all disassembled piping.
 - 3.10 Utilize new stainless steel fasteners to reassemble all internal chain locker components.
 - 3.11 Access covers for chain locker and drain well sump shall be closed up in good order utilizing new gaskets, and replacing any defective or missing fasteners.
4. Performance Criteria / Deliverables:
- 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0017 ZINC ANODES

1. Item Name: Zinc anodes
2. Scope of Work:
 - 2.1 Intent. Replace the hull anodes on the vessel.
 - 2.2 Location. Various on the hull.
3. Work Description:
 - 3.1 Remove all zinc anodes (approximately 84). Attachments shall be chipped and ground fair prior to grit blasting operations. Upon completion of blasting and initial coating, furnish and install approximately 84 high parity zinc anodes 6" x 12" x 1-1/4", as directed by COTR. Area behind anodes and all anode straps are to be coated in accordance with CLIN 013 Blasting and Coating. After installation, coat anodes with grease to protect them from painting. Grease is to be removed from anodes in accordance with SSPC-SP1 (Solvent Cleaning) upon completion of coating of surrounding areas.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0018 PERMANENT MUD BALLAST COUPON CHECK

1. Item Name: Check Mud Ballast Coupons
2. Scope of Work:
 - 2.1 **Intent.** Measure and record the thickness of the steel coupons in our permanent mud ballast tanks. Add make-up fresh water to mud ballast tanks.
 - 2.2 **Location.** #1 Center Doublebottom, Frame 14 to 35
#3 Port Doublebottom, Frame 65 to 92
#3 Stbd. Doublebottom, Frame 65 to 92
#4 Port Doublebottom, Frame 92 to 105
#4 Stbd. Doublebottom, Frame 92 to 105
3. Work Description:
 - 3.1 Measure the thickness of the steel coupons in each of the doublebottom tanks listed. Record the readings on the form in the Chief Engineers Office. Make four copies for the COTR.
 - 3.2 After a final inspection by the COTR the tanks are to closed up with new 1/8" neoprene gaskets, with preformed wicking grommets on studs. All studs shall have their threads chased and coated with anti-seize compound, and shall be made up with new washers and nuts.
 - 3.3 Contractor is to provide labor and material to add approximately 5 tons of fresh make-up water to the mud ballast tanks. COTR will determine which tanks will receive the make-up water based on levels observed after the man-holes have been opened to allow access to the coupons.
4. Performance Criteria / Deliverables:
 - 4.1 All work must comply with any applicable regulatory body's rules and regulations.
 - 4.2 All work must be done to the satisfaction of the attending COTR.

0019 MECHANICALLY CLEAN AND PAINT VARIOUS SPACES

1. Item Name: Mechanical cleaning and coating of various voids and spaces.
2. Scope of Work:
 - 2.1 **Intent.** Mechanically clean and coat the shaft alley bilge well, void below and between Stbd and CtrLine Potable water tanks, bilge area below Mn. Reduction gear, thrust brg and first line shaft brg, void beneath reduction gear.
 - 2.2 **Location.** A.M.S. between Frames # 105 & 119, below stern gland, bilge area aft and below main reduction gear casing.
3. Work Description:

- 3.1 The shaft alley bilge well is approximately 12ft long by 10ft wide and 5 ft high. All internal surfaces, including overheads, bulkheads floors and internal structures are to mechanically cleaned and coated.
- 3.2 The void below and between the starboard and centerline potable tanks, located in the AMR consist of 12 bays, each bay approximately 30inches by 30inches. The areas to be cleaned and coated shall include the sides of each bay, one (1) ft up the vertical sides of the bay structure.
- 3.3 The bilge area aft of the reduction gear casing and below the thrust bearing consists of a bilge area of approximately 300 sq.ft (approximately 40 bilge bays) which includes one (1) ft. up the vertical sides of each bay structure.
- 3.4 The void beneath the main reduction gear consists of an approximate area of 175 sq.ft. including one foot up the vertical sides of the each of the 24 bays' vertical structure.
- 3.5 All surfaces are to be power tool cleaned to SP11 power tool cleaning level to produce a minimum of a 1.0 mil surface profile.
- 3.6 Upon satisfactory inspection of power tool cleaning and surface preparation by the COTR and the contractor shall apply two coats of vessel furnished Rust Bullet rust inhibitor coating. Prodcut guide and application guidelines will be available from the vessel's Chief Engineer.

3.7 Performance Criteria / Deliverables:

- 3.8 All work must comply with any applicable regulatory body's rules and regulations.
- 3.9 All work must be done to the satisfaction of the attending COTR.

0020 MAIN & AUXILIARY CONDENSER REPAIRS

1. Item Name: Main & auxiliary condenser repairs.
2. Scope of Work:
 - 2.1 **Intent.** Open, clean and inspect the main & auxiliary condensers.
 - 2.2 **Location.** Lower Engineroom.
3. Work Description:
 - 3.1 Contractor shall provide all labor equipment and materials to open, clean and inspect the main and auxiliary salt water/steam condensers (total three). Contractor shall completely blow each tube clear with compressed air and clear all debris from the condenser heads.
 - 3.2 Upon completion of the cleaning, contractor shall test each of he condensers by flooding the steam side with water and fluorescent dye and checking the heads with a black light. Contractor shall adequately shore up condensers before filing with water. Contractor shall provide a condition report to the COTR. Upon completion of the test, Contractor shall flush

condenser steam side with fresh water. All water and dye shall be removed from the vessel by the Contractor.

3.3 Contractor shall install new zinc anodes plates in the auxiliary condenser heads. All work shall be completed to the satisfaction of the COTR.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0021 FOREPEAK COATING TOUCH-UP

1. Item Name: Forepeak coatings touch-up.

2. Scope of Work:

2.1 Intent. Mechanical clean to SSPC-SP3 and recoat 5% of the surface area of the tank.

2.2 Location. Forepeak

3. Work Description:

3.1 Mechanically scale and clean to SSPC-SP3 as directed 5% of the surface area of the forepeak as directed by the COTR and recoat as original.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0022 CARGO HATCH COVERS (#1, #2 AND #6)

1. Item Name: Cargo Hatch Covers.

2. Scope of Work:

2.1 **Intent.** Remove main hatch covers from Cargo hold #1, #2, and #6. Crop and renew all wasted steel in areas of channel on underside of hatch cover and knife edge. Renew all gasketing, and grommets on each hatch. Overhaul hinges and dogs as required.

2.2 **Location.** Cargo hatches #1, #2, and #6 (weather deck).

3. Work Description:

3.1 The contractor shall disconnect all hydraulic connections, and hinges for main hatch covers #1, #2 and #6. Hatch covers to be removed from vessel by crane and transported to suitable location for inspection. All gaskets are to be removed from their channels. All gasket channels and knife-edges shall be Power Tool Cleaned to SSPC-SP3 prior to inspection and designation of repair areas. Upon inspection, all wasted

steel on hatch covers and knife-edges (#1, #2, and #6) is to be cropped and renewed with equivalent steel. All new steel is to have two coats of surface tolerant epoxy, as specified by the Coatings Representative.

- 3.2 Upon completion of steel work, all new gasketing is to be applied to hatch covers. All hinges, dogs, and grommets are to be overhauled and/or replaced as required. Contractor to reassemble hatch covers on completion, and reattach hydraulic lines to same. Satisfactory operation of all hatches, and watertight integrity is to be demonstrated to the satisfaction of the attending USCG/ABS inspector.

- 3.3 Approximate dimensions of hatches as follows:

#1 Hatch: 19' x 21' / 2 hinge / 14 dogs & grommets

#2 Hatch: 27' x 39' / 4 hinge / 28 dogs & grommets

#6 Hatch: 19' x 21' / 2 hinge / 10 dogs & grommets

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0023 ENGINEERING SIDE PORTS

1. Item Name: Engineering Side Ports.

2. Scope of Work:

2.1 **Intent.** With attending USCG/ABS inspectors, conduct inspection of both engineering side ports to determine scope of work required to ensure watertight integrity of same.

2.2 **Location.** Second deck, approximately frame #119-121 port and starboard.

3. Work Description:

3.1 Contractor to prove to the satisfaction of both attending USCG/ABS inspectors the watertight integrity of both Engineering side ports. Upon examination, it is expected that knife-edges will be required to be renewed to guarantee watertight integrity. Any resulting steel renewal is to include proper preparation of new steel to SSPC-SP10, near white standard, prior to installation. All affected areas are to be Power Tool Cleaned to SSPC-SP3 prior to coatings. Coatings will include application of two coats (5 mil DFT) of surface tolerant epoxy, as specified by the Coatings Representative. Any existing or adjacent coating on the steel disturbed by this work is to be satisfactorily returned to original condition. Upon completion of this work, the contractor is to demonstrate to the satisfaction of attending USCG/ABS inspector the watertight integrity of hatches.

3.2 Approximate dimensions of side ports: 86" high x 61" wide, each.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0024 ADDITIONAL BLASTING AND COATING

1. Item Name: Additional Blasting & Coating

2. Scope of Work:

2.1 **Intent.** Prepare and paint additional areas of the vessel's hull.

2.2 **Location.** Vessel hull, and deck fittings.

3. Work Description:

Following areas of the vessel are to be marked and shown to the Contractor, and Coatings Representative for blasting to SSPC-SP6 and coating:

3.1 Area around 18 pad eyes on bow sections, stern sections, and stem from bull nose to water line.

3.2 Area in way of flare of bow section beneath port-side and starboard-side anchor hawse pipe where there is disturbance of existing coating.

3.3 Area in way of 30 deck fittings (chocks). Specifically areas underneath the foundation of these chocks, and all internal stiffening and the structural support of these chocks.

3.4 Contractor is responsible for protecting and or masking off any of the ship's structure or equipment in way of the anticipated blast pattern. Any damage or cleanup to vessel's structure (interior or exterior) resulting from grit blasting, is to be corrected at Contractor's expense. All coating is to be applied under the representative's direct supervision. No application of coating shall be made until the prepared surfaces are approved by the coating system's representative.

3.5 Coating shall be anti-corrosive system consisting of two (2) coats of surface-tolerant, high solids epoxy followed by two coats of owner supplied topcoat.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0025 TOWING

1. Item Name: Towing

2. Scope of Work:

2.1 Intent. Tow the ship from and to the contractor's facility.

3. Work Description:

3.1 Contractor is to accept and tow the vessel as a dead ship from it's present location at Ft. Schuyler, Bronx, NY to the contractor's drydock facility and return to the SUNY Maritime College pier upon completion of repairs.

3.2 The contractor shall comply with all applicable regulatory requirements of the U. S. Coast Guard and recommendations of a recognized independent (third party) Marine Salvage firm surveyor, the cost of which is to be borne by the contractor. The Marine Salvage surveyor shall issue a written report attesting to the vessel's condition and fit to proceed under tow. The Contractor shall acquire and maintain adequate insurance to protect the Government while the vessel is under tow and in the custody of the Contractor, their agents, sub-contractors and parties functioning on behalf of the contractor.

3.3 Contractor shall provide the necessary tow boats (of sufficient horsepower), auxiliary (assisting) tug services as may be required and/or recommended, all towing equipment on the vessel being towed, necessary certificates, towing permits, pilotage, etc. as required. All expenses, fees, etc. in connection with the tow and movement of the ship including all necessary personnel required for towing and line handling shall to be to the contractor's account.

3.4 Contractor shall survey both the rudder lock and the propeller shaft locks to ensure correct installation and securing, including the hardening up of nuts, bolts, etc. prior to the tow of the vessel, and shall ensure that the vessel is in all respects ready for a safe tow. Any measures necessary to prepare the ship for a safe tow shall be the contractor's responsibility and shall be accomplished at his expense, as stated in the Invitation for Bid to these specifications. The contractor shall assume responsibility for the safety and security of the ship when the SUNY Maritime College releases it to the contractor and until the vessel is returned and delivered to the SUNY Maritime College.

a) Shaft Lock

Contractor shall install a shaft lock as provided by the vessel. The locking device is stowed in the shaft alley, port side, aft.

b) Steering Gear Lock

Contractor shall install a rudder lock as provided by the vessel. The parts, which make up this locking device, are stowed in the steering gear room on the vessel. Additional securements, e.g. wires, turn buckles, etc may be utilized if required or recommended by the independent surveyor, are the responsibility of the contractor.

c) Sea Valves

All sea valves, sea chests steam-out valves and air escape valves shall be closed and wired shut and to the complete satisfaction of the attending COTR and independent salvage surveyor.

- 3.5 If a “riding crew” is to be employed, the contractor shall provide all the necessary habitability/commissary, portable sanitation facilities and the stern of the vessel, etc for use of the riding crew during the tow(s).

0026 SUPPLEMENTAL LABOR

Contractor is to furnish a unit rate per hour quote for 1,500 man-hours of supplemental labor. This is to be a fully burdened labor rate, and is applicable seven days a week (i.e. no overtime penalty time or other escalations will apply). These hours will only be allocated for industrial labor—supervision, management, QA, yard maintenance and other such labor is considered part of the rate burden.

All Contractor-submitted price quotes for Supplemental Labor shall be documented by a work structure breakdown on a Contractor-developed estimating form, which shall be submitted as an attachment to the Request for Pricing. Supplemental hours will be allocated by the COTR via Delivery Orders.

No oral directions are to be accepted by the Contractor or his personnel from any individual other than the COTR. Any oral direction provided by the COTR other than guidance on existing taskings shall be documented via Delivery Order Request for Pricing within 24 hours. All taskings provided by the COTR will normally be in writing, and no work shall begin on any tasking other than of an emergency nature until received by the Contractor, negotiated and settled by the COTR and/or the Contracting Officer.

0027 SUPPLEMENTAL MATERIAL

Contractor is to provide allowance for up to \$75,000 in Supplemental material charges. There is to be NO BURDEN on these charges for either subcontracted costs or material charges. These supplemental material dollars will be allocated by the COTR via Delivery orders.

The Contractor is to provide to the COTR invoices for goods or services applicable to Supplemental Material charges for each Delivery Order with material charges in excess of \$500. Retainage will not be released until these invoices have been received and approved by the COTR.

Cost adjustments (plus or minus) related to the reconciliation of estimates to actual charges will be made prior to contract closeout. In order to expedite closeout, it is recommended that such invoice support be submitted to the COTR upon completion of each tasking.

RESPONSES TO QUESTIONS FROM OFFERORS – AMEND NO. 0003

SOW Section	SOW Para	Question or Clarification Request	Response
General Requirements			
		Please provide the following drawings: Docking Plan, General Arrangement, Shell Expansions, Capacity Plan, Tank Plan, Inboard and Outboard Profiles, Anode Plan (ref item 0017), Fathometer Trunk (ref item 0015), Emergency fire Pump Sea Chest (ref item 0007), Engineering Side Port (ref item 0023), and Hatch Cover (ref item 0022).	Docking Plan, Capacity Plan, and Shell Plating Drawings are provided herewith.
		Vessel particulars indicate the ship has a 28' deep draft and a mean draft of 25'. Please confirm expected drafts at beginning of availability.	This will depend on Captain's decision during cruise; we cannot confirm the actual draft at this time but the awardee can request how they desire the vessel be trimmed and we will accommodate if practicable.
		Is ship asbestos-free? If not, please confirm which, if any, work items would involve exposure to asbestos.	MARAD is uncertain whether specific work requirements of this solicitation will result in handling of asbestos; however, please refer to Attachment J-1 Para 2 and to Solicitation Clause 28 of page 40 of the solicitation.
		Can the contractor be provided necessary drawing and reference material without ship check?	Yes. Docking plans and other drawings will be posted to FBO website shortly.
4	3	Is de-ionized water acceptable in lieu of distilled water where the later may be required?	Yes.
4	3	Please confirm expected levels of these fresh and distilled water ballast tanks at beginning of availability (for purposes of re-filling).	Unknown at this time – depends on cruise requirements.
5		When and where was the last drydocking performed?	Dec 2004 at formerly Todd Erie Basin in Brooklyn, NY, by Stevens Technical Services.
6	3.1	Please confirm coating is to be Contractor furnished (in accordance with CLIN #0014 Blasting and Coating).	That is correct. Mention of CLIN #013 is revised to read CLIN 0014.
6		How many sea chests are there and is there anything that lists their sizes?	See Docking Plan furnished herewith.
7	3.1	Please confirm the phrase in 3.1 "(note: valve inspection is as per CLIN 007)" should refer to CLIN 008.	That is correct.
7		Please confirm the "Rust-Bullette" coating will be owner furnished.	That is correct. This coating is actually Rust Bullet and the manufacturer's website is: www.rustbullet.com
7		Please confirm that the interior of the new sea chest is to be coated in accordance with CLIN 0014.	That is correct.
9		Please confirm type of rudder and pintle configuration.	There is a rudder stock and lower independent pintle bearing.
13		Please provide the size and material of the ship's propeller.	Bronze, 4-bladed, 22-feet.

14	3.4	After blasting underwater hull area to SSPC-SP6 and applying 2 coats of surface tolerant epoxy, must the underwater hull area be swept blasted to obtain necessary profile for application of antifoulants to existing coating system?	The questioned requirement is deleted.
14		Please confirm coatings are to be contractor furnished.	That is correct.
14		Will approved Ameron products from the MARAD Coatings Guideline be allowed in lieu of the International Paint? Will approved Sherwin-Williams Seaguard Marine Coatings be allowed in lieu of the International Paint products?.	This amendment incorporates the MARAD RRF Coatings Guidelines that includes a number of coating systems by various manufacturers for various components of the vessel. For CLIN 0014, the offeror has a choice of approved coating systems; however, the contractor is responsible for providing an approved system that will be fully compatible with the substrate over which the coatings are to be applied after complying with the contract surface preparation requirements. Products previously manufactured by International Paint Company are currently on the hull.
15		Several subcontractors have stated that there is nothing they can do in dry dock to effectively test the echo sounder that is actually going to mean anything. The only way to do any sort of test that means anything is while the vessel is in the water. Please provide guidance as to what is to be done by the tech rep.	The tech rep is to do a continuity check from wheel house to equipment; physical inspection of the equipment – interior and exterior.
16		Is it the intent of the owner to remove all of the existing coatings in the chain locker or just to clean it thoroughly? Will MARAD allow a high-solids epoxy coating in lieu of the Esgard since we would already have a coating representative on site from the underwater hull work?	No. Clean it thoroughly. It is presently coated with Esgard, and it gets recoated with Esgard.
18		Please confirm the nature of the “coupons”. How are they to be measured? For adding 5 tons of fresh water, is there a hose connection or can contractors simply fill via manhole(s)?	They consist of 2 pieces of flat steel about 2” by 6” welded together. They are inspected visually for corrosion.
19		Please confirm coatings to be applied and who shall furnish.	See attached MARAD RRF Coatings Guidelines for paint systems approved for various spaces.
21		Please confirm surface area of the tank.	This ship has a very small fore peak: 7500 SF is sufficient for estimating purposes.
21		How many square feet is 5% of the forepeak tank? What is the coating system that will be applied?	5% of 7500 SF. Original is a conventional 2-part epoxy tank coating.
22	3.1	Regarding requirement that all wasted steel on hatch covers and knife-edges (#1, #2, and #6) is to be cropped and renewed with equivalent steel, please provide appropriate estimating guidelines.	Knife edges are flat-bar ¼-in by 3”; plan to renew 50%.

22		Please confirm what materials shall be Owner furnished verses Contractor furnished.	Sentence in 0022 3.2, "Owner to supply materials, as per existing spec." is hereby deleted.
23	3.1	The work description states that it is expected that knife-edges of both Engineering side ports will be required to be renewed to guarantee watertight integrity. Please provide appropriate estimating guidelines.	Plan to renew 50%.
23	3.1	Regarding the knife-edges of both Engineering side ports, are the knife edges welded? Are that stainless steel? Can a drawing be furnished?	They are mild steel. No drawing will be furnished with solicitation. Knife-edges are welded.
24		Will UHP be allowed in lieu of grit blasting? Who is the manufacturer of the owner supplied topcoat so the contractor may obtain the correct epoxy?	Yes. UHP will be allowed. MARAD is unaware of any owner-supplied topcoat. The epoxy color is Holland-American Lines New Amsterdam Blue.
25		Must towing costs be considered as part of the price evaluation since they are a function of distance to a specific shipyard and therefore evaluation creates an advantage for closer shipyards?	Yes. Towing costs are real costs to the MARAD school ship program; accordingly they must be evaluated in determining the best value.

Table A-1 (1) Approved Coatings; Exterior Surfaces

Manuf	Underwater Hull and Boottop		Underwater Hull and Boottop Optional Coatings for production		Freeboard and Vertical Topside <i>If aluminum superstructure - see alternate primers column.</i>		Decks		Alternate Inorganic Zinc Primers for Decks		Alternate Topcoats for Topside and Decks		Primers for Aluminum Surfaces (non-immersion)	
	SSPC SP-10	Min DFT		Min DFT	SSPC SP-6	Min DFT	SSPC SP-6	Min DFT	Solvent-borne, Modified, Waterborne		Silicone Alkyd, Urethane		SSPC SP-6	Min DFT
GENERIC	SSPC SP-12/WJ-2	mils/microns		mils/microns	SSPC SP-12/WJ-3	mils/microns	SSPC SP-12/WJ-3	mils/microns	SSPC SP-10				SSPC SP-12/WJ-3	mils/microns
	(2) coats High Solids Epoxy anti-corrosive - ea. coat	4 100	1. Epoxy Holding Primer over prepared surface.	3 75	(1) coat zinc rich epoxy	3 75	Primer and Intermediate as per Freeboard/Vertical Topside or alternate IOZ primer as shown.		Solvent-borne Modified Waterborne	Product Name Product Name Product Name	Sil. Alkyd Urethane	Product Name Product Name	(1) coat high solids epoxy 65% solids minimum or (1) coat surface tolerant high solids epoxy	4 100
	(1) coat scrubbable a/f	2 50	2. "Solvent-softenable" tie coat between epoxy anti-corrosive and anti-fouling	2 50	(1) coat high solids epoxy	4 100								
	Mult. coats copper-ablative a/f - ea. coat	4 100			(1) coat high gloss modified (acrylic) epoxy or alternate topcoat as shown	1.5 40	Topcoat: (1) coat high gloss modified (acrylic) epoxy or Non-Skid as appropriate							
AMERON	Amercoat 385	5			Cathacoat 302H	3	Cathacoat 302H	3	Solvent-borne Modified Waterborne		Sil. Alkyd Urethane	Amercoat 3203 Amersshield		
	Amercoat 385	5			Amercoat 385	5	Amercoat 385	5						
	Devran 214	2			Devran 229C	1.5	Devran 229C	1.5						
	Devoe ABC-3	4												
	Devoe ABC-3	4												
	Total DFT (min)	20			Total DFT (min)	9.5	Total DFT (min)	9.5						
CMP	Epicon Super	5	Epicon Zinc HB-2	3 75	Epicon Zinc HB-2	3	Epicon Zinc HB-2	3	Solvent-borne Modified Waterborne		Sil. Alkyd Urethane	TT-E-490E Unymarine		
	Epicon V	4			Epicon Marine HB-CL	5	Epicon Marine HB-CL	5						
	Ravax AF	2	Silvax SQ-HB	2 50	Epicon Marine AE	1.5	Epicon Marine AE	1.5						
	TFA-10	4												
	TFA-10	4												
	Total DFT (min)	19			Total DFT (min)	9.5	Total DFT (min)	9.5						
HEMPEL	Hempadur 45159 *	5			Hempadur 17369	3	Hempadur 17369	3	Solvent-borne Modified Waterborne	Galvosil 15689 None	Sil. Alkyd Urethane	None Hempathane 5595U		
	Hempadur 45159 *	5			Hempadur 45159 *	5	Hempadur 45159 *	5						
	Olympic 76600	5			Hempel's 558US	2	Hempel's 558US	2						
	Olympic 76600	5												
	* below 55 F use Hempadur 17630													
	Total DFT (min)	20			Total DFT (min)	10	Total DFT (min)	10						
INTERNATIONAL	Intuf KH Series	4			Intzinc EPA075W	3	Intzinc EPA075V	3	Solvent-borne Modified Waterborne		Sil. Alkyd Urethane	Interlac #1 (LSA/ANTISTAIN) Interlac #2 (LSA) Interthane 990 Ser.		
	Intuf KH Series	4			Intuf KH Series	5	Intuf KH Ser	5						
	Interclene BWA 360	2			Intercare 755 Series	1.5	Intercare 755 Series	1.5						
	BRA 570/572	4												
	BRA 570/572	4												
	Total DFT (min)	18			Total DFT (min)	9.5	Total DFT (min)	9.5						
SIGMA	Uni.Primer US 7417US	4			S. Zinc Primer II 7402US *	3	S. Zinc Primer II 7402US *	3	Solvent-borne Modified Waterborne		Sil. Alkyd Urethane	None Sigmadure HS 5521		
	Sigma TCC 5480	4			Sigma TCC 5480	4	Sigma TCC 5480	4						
	Sigma AF 2133	2			Sigma CM US 7456 US	2	Sigma CM US 7456 US	2						
	Sigmaplane Ecol HS 5297HS	4												
	Sigmaplane Ecol HS 5297HS	4												
	Total DFT (min)	18			Total DFT (min)	9	Total DFT (min)	9						
JOTUN	65 Sovapon Mastic	4	513R27 Sovapon	2	Zinc Rich V13F4	3	Zinc Rich V13F4	3	Solvent-borne Modified Waterborne	V13F12 Inorganic Zinc n/a 13F12 Inorganic Zinc	Sil. Alkyd Urethane	521 Series Enamel 40 Series	65 Sovapon Mastic	6
	65 Sovapon Mastic	4			65 Sovapon Mastic	5	65 Sovapon Mastic	5						
	Hydroclean 60A2003	5	2853 Vinyguard	2	66 Series V-Kryl	1.5	66 V-Kryl Enamel	1.5					2500 Series Jotumastic 87	6
	Hydroclean 60A2001/2002	5												
	Total DFT (min)	18			Total DFT (min)	9.5	Total DFT (min)	9.5						
SHER. WILLIAMS	Seaguard P23RQ82	4			Zinc Clad IV	3	Zinc Clad IV	3	Solvent-borne Modified Waterborne	Zinc Clad II HS Zinc Clad IV Zinc Clad XI	Sil. Alkyd Urethane Polyurethane	B56Z Series Acrolon 218 HS	MIL-P-24441 Type IV Prime	3
	Seaguard P23AQ81	4			B67 Series/B67V5	4	B67 Series/B67V5	4					Dura-Plate 235	4
	Seaguard A/F P30 Series	4			B70 Series/B60V15	3	B70 Series/B60V15	3						
	Seaguard A/F P30 Series	4												
	Total DFT (min)	16			Total DFT (min)	10	Total DFT (min)	10						

Table A-1 (2) Approved Coatings; Interior Surfaces and Immersed Tanks

GENERIC	Mach'y/Inter Space (not incl bilges)		Bilges		Holds/Pumprooms		Ballast/Sea Water Tks		Cargo Tks		Potable Water Tks		Cargo Tanks: Dual-Use Mifuels/Pot Wtr	
	Min DFT mils/microns		Min DFT mils/microns		Min DFT mils/microns		Min DFT mils/microns		Min DFT mils/microns		Min DFT mils/microns		Min DFT mils/microns	
	SSPC SP-3/SP-6		SSPC SP-10/SP-11		SSPC SP-3/SP-6		SSPC SP-10		SSPC SP-10		SSPC SP-10		SSPC SP-10	
	(2) coats alkyd primer ea. coat	2 50	(2) coats surface tolerant high solids epoxy, ea.	4 100	(2) coats surface tolerant high solids epoxy <i>Holds, ea. coat</i>	4 100	(2) coats high solids epoxy ea. coat	4 100	(2) coats high solids epoxy ea. coat	4 100	(x) coats high solids epoxy NSF Approved <i>DFT ea. coat per NSF approval</i>		(x) coats high solids epoxy NSF PW Approval or MSC/USN PW Approval and DOD mifuel approval	
	(2) coats alkyd finish ea. coat	1.5 40			<i>Pumprooms, each</i>	6 150								
AMERON	Amercoat 5105	2 50	Devran 230 HB	4 100	Devran 230 HB		Amercoat 385	4 100	Bar Rust 236 HB	4 100	Amerlock 400	5 125	Devran 133	
	Amercoat 5105	2 50	Devran 230 HB	4 100	Devran 230 HB		Amercoat 385	4 100	Bar Rust 236 HB	4 100	Amerlock 400	5 125		
	Amercoat 5405	1.5 40												
	Amercoat 5405	1.5 40			Total DFT (min)									
	Total DFT (min)	7 180	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min)	10 250	Total DFT (min)	
					<i>Pumprooms</i>	12 300								
CMP	LZI Primer HB	2 50	Super Bondex	4 100	Super Bondex		Biscon HB-NT	4 100	Epicon T-500 Primer F	4 100	Epicon T-500 Primer F	4 100	None	
	LZI Primer HB	2 50	Super Bondex	4 100	Super Bondex		Biscon HB-NT	4 100	Epicon T-500 Finish B	4 100	Epicon T-500 Undercoat	4 100		
	Evamarine	1.5 40									Epicon T-500 Finish B	4 100		
	Evamarine	1.5 40			Total DFT (min)									
	Total DFT (min)	7 180	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min)	12 300	Total DFT (min)	n/a
					<i>Pumprooms</i>	12 300								
HEMPEL	Hempalin 1218A	2 50	Hempadur 17639	5 125	Hempadur 45159		Hempadur 17639	6 150	Hempadur 15509	6 150	Hempadur 35739	6 150	Hempadur 35739	
	Hempalin 1218A	2 50	Hempadur 17639	5 125	Hempadur 45159		Hempadur 17639	6 150	Hempadur 15509	6 150	Hempadur 35739	6 150		
	Hempalin 5214A	1.5 40												
	Hempalin 5214A	1.5 40			Total DFT (min)									
	Total DFT (min)	7 180	Total DFT (min)	10 250	<i>Holds</i>	8 200	Total DFT (min)	12 300	Total DFT (min)	12	Total DFT (min)	12 300	Total DFT (min)	
					<i>Pumprooms</i>	12 300								
INTERNATIONAL	Interprime 234	2 50	Intergard KB 400 Ser	4 100	Intergard KB 400 Ser		Intergard KB 400 Ser	4 100	Interline 604 Series	4 100	Interline 925(NSF)		INTL 5747/5748	
	Interprime 234	2 50	Intergard KB 400 Ser	4 100	Intergard KB 400 Ser		Intergard KB 400 Ser	4 100	Interline 604 Series	4 100	1 coat	12 300	INTL 5753/5754	
	Interlac 665 Series	1.5 40									or			
	Interlac 665 Series	1.5 40			Total DFT (min)						2 coats, each at	7 175		
	Total DFT (min)	7 180	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min) - 2 coats	14 350	Total DFT (min)	
					<i>Pumprooms</i>	12 300								
SIGMA	Sigmarine Primer ZP HS 5134	2 50	Sigmacover TCP 7476 F	4 100	Uni.Primer US 7417US		Uni.Primer US 7417US	4 100	Sta-Guard Primer 5470	4 100	Sigma HSV 5476	5 125	None	
	Sigmarine ZP 5134	2 50	Sigmacover TCP 7476 F	4 100	Sigma TCC 5480		Sigma TCC 5480	4 100	Sta-Guard Coating 5471	4 100	Sigma HSV 5476	5 125		
	Sigmarine BT D HS 5238	2 40												
	Sigmarine BT D 5238	2 40			Total DFT (min)									
	Total DFT (min)	8 180	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min)	10 250	Total DFT (min)	n/a
					<i>Pumprooms</i>	12 300								
JOTUN	Wetsall 3240	2 50	65 Sovapone Mastic	4 100	65 Sovapone Mastic		65 Sovapone Mastic	4 100	264 Sovapone	4 100	264 Sovapone	4 100	264 Sovapone, 51	
	Wetsall 3241	2 50	65 Sovapone Mastic	4 100	65 Sovapone Mastic		65 Sovapone Mastic	4 100	264 Sovapone	4 100	264 Sovapone	4 100		
	39 Series Pilot II	1.5 40												
	39 Series Pilot II	1.5 40			Total DFT (min)									
	Total DFT (min)	7 180	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min)	8 200	Total DFT (min)	n/a
					<i>Pumprooms</i>	12 300								
SHER. WILLIAMS	Kem Bond H.S. B50NZ3	3 75	Dura-Plate 235	4 100	Dura-Plate 235		MIL-P-23236 B Type IV	4 100	MIL-P-23236 B Type IV	4 100	Tank-O-Lon HS PW Epoxy	4 100	None	
	Kem Bond H.S. B50NZ3	3 75	Dura-Plate 235	4 100	Dura-Plate 235		N11G100/N11V100		N11G100/N11V100		Tank-O-Lon HS PW Epoxy	4 100		
	H.S.-B54Z400 Series	2 50					MIL-P-23236 B Type IV	4 100	MIL-P-23236 B Type IV	4 100				
	H.S.-B54Z400 Series	2 50			Total DFT (min)		N11-100 Series Finish		N11-100 Series Finish					
	Total DFT (min)	10 250	Total DFT (min)	8 200	<i>Holds</i>	8 200	Total DFT (min)	8 200	Total DFT (min)	8	Total DFT (min)	8 200	Total DFT (min)	n/a
					<i>Pumprooms</i>	12 300								

MARAD (Ready Reserve Force) Coatings Guidelines
Appendix A-1: Complete Coating Systems Renewal

Table A-1 (3) Approved Special Purpose Coatings

Manuf	Anchors and Chain	Rudder Interiors	Lifeboat Hulls	High Temperature	Non-Skid Coatings		Stack Bands			
	Chain Lockers	Voids and Cofferdams	Fiberglass Aluminum				Color	Generic Topcoat		
							Acrylic Epoxy	Sil. Alkyd	Urethane	
AMERON					Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)	Product Name Product Name Product Name	Red White Blue			
					Helo Flight Decks (DOD-C-24667) Primer Rollable N-S	Product Name Product Name				
CMP					Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)		Red White Blue			
					Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					
HEMPEL	Hempadur 35539	Hempinol 10220		Silvium (up to 390 F)	Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)		Red White Blue			
	Hempadur 35539			Silicone Aluminum (max 1,110 F)	Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					
INTERNATIONAL					Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)		Red White Blue			
					Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					
SIGMA					Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)		Red White Blue			
					Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					
JOTUN	65 Sovapon Mastic	8250 Ballastite 500	66 Series V-Kryl or 40 Series Hardtop	6291 Solvaxxxx	Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)	65 Series/1457 65 Series/1457 n/a	Red White Blue	66 Series V-Kryl	521 Series Enamel	40 Series Hardtop
	65 Sovapon Mastic	8250 Ballastite 500	65 Sovapon Mastic 66 Series V-Kryl or 40 Series Hardtop		Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					
SHER. WILLIAMS					Light Duty Light Duty / Sprayable Heavy Duty (Vehicles)	ArmorSeal 300	Red White Blue			
					Helo Flight Decks (DOD-C-24667) Primer Rollable N-S					

Federal Color Standards

Stack Bands
Insignia Red.....FS 31136
Insignia White.....FS 17875
Insignia Blue.....FS 35044

Superstructure and Decks
Haze Gray.....

Miscellaneous
Int'l Orange.....FS 12197

RRF Color Scheme (Exterior Only)

1. Hull and Superstructure: Haze Gray overall
2. Decks and
3. Cargo Gear, Kingposts, Ro/Ro Ramp structure: Haze Gray fwd, upperworks black aft of stack
4. Markings: Black lettering on gray surface, white lettering on black surface

Table A-2 (1) Approved Industrial Maintenance Coatings; Exterior Surfaces

Manuf	Underwater Hull and Boottop		Freeboard and Vertical Topside		Decks	
	SSPC SP-10	Min DFT	Spot SSPC SP-10	Min DFT	Spot SSPC SP-10	Min DFT
	SSPC SP-12/WJ-2	mils/microns	SSPC SP-12/WJ-2	mils/microns	SSPC SP-12/WJ-2	mils/microns
Gen. Notes	Maintenance of underwater systems shall be determined on a case-by-case basis.		a. Maintenance of exterior coating systems shall generally consist of spot repairs and overcoating. When performed by an industrial contractor, the products applied shall conform to those shown on Appendix A-1 (repeated here).		c. When completely overcoating an existing topcoat, follow the manufacturer's recommendations for preparing the surface.	
	Spot repairs of anti-corrosive systems should not generally exceed 20% of the u/w hull surface.		b. Surface prep shown is for primers only.		d. Spot repairs to decks primed with inorganic zinc coatings should be performed using zinc rich epoxy.	
AMERON	Surface preparation for spot repairs must be made to the standards shown above.		Cathacoat 302H	3	Cathacoat 302H	3
			Amercoat 385	5	Amercoat 385	5
CMP			Devran 229C	1.5	Devran 229C	1.5
			Total DFT (min)	9.5	Total DFT (min)	9.5
HEMPEL	Surface preparation of existing anti-fouling coatings prior to touch-up should be per the manufacturer's recommendation.		Epicon Zinc HB-2	3	Epicon Zinc HB-2	3
			Epicon Marine HB-CL	5	Epicon Marine HB-CL	5
INTERNATIONAL			Epicon Marine AE	1.5	Epicon Marine AE	1.5
			Total DFT (min)	9.5	Total DFT (min)	9.5
SIGMA	Where the repair includes replacement of anti-fouling and retention of existing anti-corrosives, the anti-corrosive system should be prepared without sweep blasting (SSPC SP-7), if practical.		Hempadur 17369	3	Hempadur 17369	3
			Hempadur 45639	5	Hempadur 45639	5
JOTUN			Hempel's 558US	2	Hempel's 558US	2
			Total DFT (min)	10	Total DFT (min)	10
SHER WILLIAMS	In general, u/w coating systems should be replaced at the 10th year. Retention of an existing system beyond 10 years requires MAR-611 approval. An existing system must be replaced if it will exceed 15 years before the next scheduled drydocking.		Intzinc EPA075	3	Intzinc EPA075	3
			Intuf KH Series	5	Intuf KH Ser	5
SHER WILLIAMS			Intericare 755 Series	1.5	Intericare 755 Series	1.5
			Total DFT (min)	9.5	Total DFT (min)	9.5
SHER WILLIAMS	When u/w system repairs are made, the same manufacturer's products should be used as existing, if practical. An alternate product by the same manufacturer may be substituted if necessary.		Sigma Zinc Primer II 7402U:	3	Sigma Zinc Primer II 7402US	3
			Sigma TCC 5480	4	Sigma TCC 5480	4
SHER WILLIAMS			Sigma CM US 7456 US	2	Sigma CM US 7456 US	2
			Total DFT (min)	9	Total DFT (min)	9
SHER WILLIAMS	No mixing of products by different manufacturer's is allowed without prior MAR-611 approval.		Zinc Rich V13F4	3	Zinc Rich V13F4	3
			65 Sovapone Mastic	5	65 Sovapone Mastic	5
SHER WILLIAMS			66 Series V-Kryl	1.5	66 V-Kryl Enamel	1.5
			Total DFT (min)	9.5	Total DFT (min)	9.5
SHER WILLIAMS			Zinc Clad IV	3	Zinc Clad IV	3
			B67 Series/B67V5	4	B67 Series/B67V5	4
SHER WILLIAMS			B70 Series/B60V25 *	3	B70 Series/B60V25	3
			* semi-gloss hardener			
		Total DFT (min)	10	Total DFT (min)	10	

Table A-2 (2) Approved Industrial Maintenance Coatings; Interior Surfaces (excl. Tanks)

Manuf	Mach'y/Inter Space (not incl bilges)		Bilges		Holds/Pumprooms	
	SSPC SP-3	Min DFT	SSPC SP-10/11	Min DFT	SSPC SP-3/SP-6	Min DFT
	SSPC SP-12/WJ-4	mils/microns	SSPC SP-12/WJ-2	mils/microns	SSPC SP-12/WJ-3	mils/microns
Gen. Notes	a. In general, notes a, b, and c of Table A-2 (1) also apply to maintenance of interior coating systems.		cleaning. Abrasive blasting in machinery spaces is not recommended; however, it may be authorized if conditions warrant.		is not practical.	
	b. Unless otherwise shown, the primary method of surface preparation for machinery spaces and bilges is hand-tool		c. Water Jetting (SSPC SP-12) is preferred when hand-tool cleaning		d. The application of an epoxy primer specially formulated for compromised surfaces may be considered if recommended by the manufacturer.	
AMERON	Amercoat 5105		2	Devran 230 HB Epoxy	4	Devran 230 HB Epoxy
	Amercoat 5105		2	Devran 230 HB Epoxy	4	Devran 230 HB Epoxy
CMP	Amercoat 5405		1.5			
	Amercoat 5405		1.5			
HEMPEL	Total DFT (min)		7	Total DFT (min)	8	Total DFT (min)
	LZI Primer HB		2	Super Bondex	4	Super Bondex
INTERNATIONAL	LZI Primer HB		2	Super Bondex	4	Super Bondex
	Evamarine		1.5			
SIGMA	Evamarine		1.5			
	Total DFT (min)		7	Total DFT (min)	8	Total DFT (min)
JOTUN	Hempalín 1218A		2	Hempadur 17639	5	Hempadur 45159
	Hempalín 1218A		2	Hempadur 17639	5	Hempadur 45159
SHER WILLIAMS	Hempalín 5214A		1.5			
	Hempalín 5214A		1.5			
		Total DFT (min)	7	Total DFT (min)	10	Total DFT (min)
SHER WILLIAMS	Interprime 234		2	Intergard KB 400 Series	4	Intergard KB 400 Ser
	Interprime 234		2	Intergard KB 400 Series	4	Intergard KB 400 Ser
SHER WILLIAMS	Interlac 665 Series		1.5			
	Interlac 665 Series		1.5			
		Total DFT (min)	7	Total DFT (min)	8	Total DFT (min)
SHER WILLIAMS	Sigmarine ZP 5134		2	Sigmacover TCP 7476 F	4	Uni.Primer US 7417US
	Sigmarine ZP 5134		2	Sigmacover TCP 7476 F	4	Sigma TCC 5480
SHER WILLIAMS	Sigmarine BTD 5238		2			
	Sigmarine BTD 5238		2			
		Total DFT (min)	8	Total DFT (min)	8	Total DFT (min)
SHER WILLIAMS	Wetsall 3240		2	65 Sovapone Mastic	4	65 Sovapone Mastic
	Wetsall 3241		2	65 Sovapone Mastic	4	65 Sovapone Mastic
SHER WILLIAMS	39 Series Pilot II		1.5			
	39 Series Pilot II		1.5			
		Total DFT (min)	7	Total DFT (min)	8	Total DFT (min)
SHER WILLIAMS	Kem Bond H.S. B50NZ3		3	Dura-Plate 235	4	Dura-Plate 235
	Kem Bond H.S. B50NZ3		3	Dura-Plate 235	4	Dura-Plate 235
SHER WILLIAMS	H.S.-B54Z400 Series		2			
	H.S.-B54Z400 Series		2			
		Total DFT (min)	10	Total DFT (min)	8	Total DFT (min)

Table A-2 (3) Approved Industrial Maintenance Coatings, Immersed Tanks

Manuf	Ballast/Sea Water Tks		Cargo Tks		Potable Water Tks		Dual-Use Milfuels/Pot Wtr	
		Min DFT		Min DFT		Min DFT		Min DFT
	SSPC SP-10	mils/microns	SSPC SP-10	mils/microns	SSPC SP-10	mils/microns	SSPC SP-10	mils/microns
Gen. Notes	a. In general, notes a, b, and c of Table A-2 (1) also apply to maintenance of tank coating systems.		b. Unless otherwise authorized by MAR-611, surface preparation in potable water and/or cargo tanks shall be by abrasive blast methods only.		c. Tank coating systems classified as POOR by ABS must be replaced at the earliest opportunity.			
	Amercoat 385 4		Bar Rust 236 HB 4		Amerlock 400 5		Devran 133	
Amercoat 385 4		Bar Rust 236 HB 4		Amerlock 400 5				
Total DFT (min) 0								
AMERON	SSPC SP-12/WJ-2							
	Pre-Prime 167 0.8							
	Devran 230 HB 4							
	Devran 230 HB 4							
	Total DFT (min) 8.8		Total DFT (min) 8		Total DFT (min) 10		Total DFT (min)	
CMP	Biscon HB-NT 4		Epicon T-500 Primer F 4		Epicon T-500 Primer F 4		None	
	Biscon HB-NT 4		Epicon T-500 Finish B 4		Epicon T-500 Undercoat 4		Epicon T-500 Finish B 4	
	Total DFT (min) 8		Total DFT (min) 8		Total DFT (min) 12		Total DFT (min) n/a	
HEMPEL	Hempadur 17639 6		Hempadur 15509 6		Hempadur 35739 6		Hempadur 35739	
	Hempadur 17639 6		Hempadur 15509 6		Hempadur 35739 6			
	Total DFT (min) 12		Total DFT (min) 12		Total DFT (min) 12		Total DFT (min)	
INTERNATIONAL	Intergard KB 400 Series 4		Interline 604 Series 4		Interline 925(NSF)		INTL 5747/5748	
	Intergard KB 400 Series 4		Interline 604 Series 4		1 coat 12 or 2 coats 7		INTL 5753/5754	
	Total DFT (min) 8		Total DFT (min) 8		Total DFT (min) 19		Total DFT (min)	
SIGMA	Uni.Primer US 7417US 4		Sta-Guard 5470 4		Sigma HSV 5476 5		None	
	Sigma TCC 5480 4		Sta-Guard 5471 4		Sigma HSV 5476 5			
	Total DFT (min) 8		Total DFT (min) 8		Total DFT (min) 10		Total DFT (min) n/a	
JOTUN	65 Sovapone Mastic 4		264 Sovapone 4		264 Sovapone 4		264 Sovapone, 51	
	65 Sovapone Mastic 4		264 Sovapone 4		264 Sovapone 4			
	Total DFT (min) 8		Total DFT (min) 8		Total DFT (min) 8		Total DFT (min) n/a	
SHER. WILLIAMS	MIL-P-23236 B Type IV 3 N11G100/N11V100		MIL-P-23236 B Type IV 3 N11G100/N11V100		Tank-O-Lon HS PW Epoxy 4		None	
	MIL-P-23236 B Type IV 3 N11-100 Series Finish		MIL-P-23236 B Type IV 3 N11-100 Series Finish		Tank-O-Lon HS PW Epoxy 4			
	Total DFT (min) 6		Total DFT (min) 6		Total DFT (min) 4		Total DFT (min) n/a	

Table A-2 (4) Approved Ballast Tank Maintenance Coatings

a. Products listed herein are primarily intended to maintain the condition of an existing ballast tank coating system when complete replacement is not cost-effective.

b. These products may form the primary coating system of certain tanks, particularly those which are not ballasted on a frequent cycle (e.g. fore and after peak tanks). Coatings applied for this purpose must be approved by ABS.

Manufacturer	Coating	Type & Base	ABS Approved (y/n)
CMP	Aperia 3000HB	Semi-?, Bituminous	
Drew Marine Division	Navacoat Dry	Semi-Hard Asphalt	
Hempel	Hempinol 10220-19990	Semi-Hard, Bituminous	
International	Interbond JVA065	Semi-Hard (Proprietary)	
Plas-Chem	Versakote I	Semi-Hard (Proprietary)	
Royal Chemical	Easy Kote	Semi-Hard, Asphalt	
Sigma	Sigma Balamastic 7104	Semi-Hard	
Jotun	Ballastitie 500 # 8250	Semi-Hard (Proprietary)	
Previously Approved Soft and Semi-Soft Coatings.			
<i>Not Approved for reapplication without written approval of MAR-611.</i>			
Clearkin	Corrosion Master/Battier	Soft, wool-grease	n/a
Drew Marine Division	Magnacote/Magnacote Plus	Semi-soft (Proprietary)	n/a
Esgard	Bio Kote	Soft, vegetable oil	n/a
Eureka	Fluid Film Liquid A	Soft, wool max	n/a
Sharp	Sharpguard 610	Soft, vegetable oil	n/a
Valspar	Sovapone 264F2/W2	Semi-soft, Wax	n/a

MARAD (Ready Reserve Force) Coatings Guidelines
Appendix A-2: Maintenance of Existing Intact Coating Systems

Table A-2 (5) Approved General Purpose Maintenance Coatings

Manuf	Epoxies (Exterior and Interior)						Interior Spaces				
	Surface Tolerant	% Solids	Surface Prep (Min)	Surface Tolerant, 100% Solids for compromised surfaces and overcoating lead contaminated surfaces	Surface Prep (Min)	Zinc Rich	Surface Prep (Min)	Alkyd Accomodation and Machinery Spaces	Surface Prep (Min)	Latex Accomodation Spaces Only	Surface Prep (Min)
AMERON	Amercoat 385 Bar Rust 235 Devran 230 HB	66 65 65		Devoe Pre-Prime 167		Amercoat 68HS		Amercoat 5401HSA		Amercoat 220	
CMP											
HEMPEL	Hempadur 45159	85	SP3	Hempadur 35539	SP3	Hempadur 17369	SP3	Hempalin 1218A Primer&Topcoat	SP3	Hemucryl 18030 / 58030	SP3
INTERNATIONAL	Intertuf KH Series			Interbond 600		Interzinc 75V		Interlac 665 Series International 5347 (DOD-E-24607)		Intercryl 510WB/530WB	
SIGMA	Sigmacover TCP	80		Sigmaguard CSF	100	7402 US 65% VS		Sigmarine Primer ZP HS 5134 Sigmarine BTM HS 5238		Sigmetal Primer ZP 7143 Sigma Rust Gone 5612	
JOTUN	65 Sovapon Mastic Jotumastic 87	72 87		Pen-O-Prep 46V1	100	Barrier V13F4		Wetsall 3200 Series Pilot II 39 Series		Jotuplast 3037	
SHER. WILLIAMS	Macropoxy 646			920 Pre-Prime B58T101	100	Zinc Clad IV		Indust Enamel HS B54Z400 Ser.		DTM Acrylic B66 Series	