

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

1. REQUISITION NUMBER

PAGE 1 OF 47

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
DTMA2B04018

6. SOLICITATION ISSUE DATE
09/09/2004

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Laurel Bishop

b. TELEPHONE NUMBER (No collect calls) (757) 441-3120 ext.

8. OFFER DUE DATE/ 10/12/2004
LOCAL TIME 12:00 am

9. ISSUED BY

CODE 00092

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.

10. THIS ACQUISITION IS

- UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 562998
 SIZE STANDARD:

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

CODE 00092

DOT/Maritime Administration, SAR Acquisition
Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211

Norfolk, VA 23505

Attn: Glen Spears

16. ADMINISTERED BY

CODE 00092

DOT/Maritime Administration, SAR Acquisition
Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211

Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

No Contractor Information Available

18a. PAYMENT WILL BE MADE BY

CODE 7400

DOT/Maritime Administration, South Atlantic Region
7737 Hampton Blvd., Bldg. 4D, Room 211
Norfolk, VA 23505

TELEPHONE NO.

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

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

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

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

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

Laurel Bishop

09/09/2004

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

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

Line Item Summary	Document Number DTMA2B04018	Title VANDENBERG OIL REMOVAL	Page 3 of 47
--------------------------	---------------------------------------	--	------------------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Preparation for Towing		1.00	JOB	\$	\$
0002	Towing		1.00	JOB	\$	\$
0003	Tank Diagnostic Work		1.00	JOB	\$	\$
0004	Fuel and Lube Oil Removals		1.00	JOB	\$	\$
0005	Ballasting		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B04018	Title VANDENBERG OIL REMOVAL	Page 4 of 47
--------------------------	---------------------------------------	--	------------------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Booming the Vessel		1.00	JOB	\$	\$
0007	Fuel and Lube Oil Credit		1.00	JOB	\$	\$
0008	Gas Free Certificates		1.00	JOB	\$	\$
0009	Cleaning of the Vessel		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B04018	Title VANDENBERG OIL REMOVAL	Page 5 of 47
--------------------------	---------------------------------------	--	------------------------

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

0010	Supplemental Labor (OPTION)		800.00	MH	\$	\$
------	-----------------------------	--	--------	----	----	----

The supplemental labor rate offered below shall be a composite labor rate and including all management, supervision, overhead, G&A, material handling charges, freight, profit, contractor and subcontractor burden, overtime, quality assurance, delay and disruption, bonding, and insurance). The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work that cannot be accurately described at this time and is not included in other CLIN specifications. Work under this CLIN order up to 1200 man-hours (i.e., 50% above the estimated 800 man-hours noted below) will be performed by the Contractor at the Contract award yardwide composite rate for supplemental labor.

0011	Supplemental Material (OPTION)		1.00	JOB	\$	\$
------	--------------------------------	--	------	-----	----	----

Supplies and subcontracts needed to complete authorizations for supplemental work will be direct reimbursable under the awarded contract; additional indirect charges will not be allowed. Any material handling charges are to be included in the Supplemental Labor rate.

0012	Supplemental Diving Services (OPTION)		1.00	JOB	\$	\$
------	---------------------------------------	--	------	-----	----	----

0013	Tank Access Cover Renewal (OPTION)		1.00	JOB	\$	\$
------	------------------------------------	--	------	-----	----	----

Line Item Summary	Document Number DTMA2B04018	Title VANDENBERG OIL REMOVAL	Page 6 of 47
--------------------------	---------------------------------------	--	------------------------

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

0014	Fuel and Lube Removals (OPTION)	1.00	JOB	\$	\$
------	---------------------------------	------	-----	----	----

TABLE OF CONTENTS

COMMERCIAL CLAUSES	8
1 Instructions to Offerors--Commercial Items	8
2 PERFORMANCE	10
3 SITE VISIT	10
4 REQUESTS FOR EXPLANATION OR INFORMATION	10
5 Offeror Representations and Certifications - Commercial Items - Alternate III	10
6 52.219-2 Equal Low Bids. (Oct 1995)	16
7 Small Disadvantaged Business Status	16
8 52.211-08 TIME OF DELIVERY	17
9 Place Of Performance--Sealed Bidding	18
10 Removal or Disposal of Hazardous Substances-Applicable Licenses and Permits	18
11 52.212-2 Evaluation--Commercial Items (Jan 1999)	18
12 Government-Furnished Property (Short Form)	19
13 Service Of Protest	19
14 AGENCY PROTESTS	20
15 Contract Terms and Conditions--Commercial Items	20
16 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	23
17 INDEMNITY AND INSURANCE	26
18 INDEMNITY AND INSURANCE (ADDITIONAL)	26
19 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	27
20 INSPECTION AND MANNER OF DOING WORK	30
21 52.211-11	32
22 Clauses By Reference	32
23 NONDISCLOSURE OF DATA AND INFORMATION	32
24 Clauses By Reference	33
25 DELEGATION OF INSPECTION AND ACCEPTANCE	33
26 ELECTRONIC TRANSMISSION OF DOCUMENTS	33
27 ELECTRONIC TRANSMISSION OF CONTRACTUAL DOCUMENTS	33
28 MARITIME LIENS, NO AUTHORITY TO INCUR	33
29 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	34
30 PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	35
31 Contracting Officer's Technical Representative	37
32 SUPPLEMENTAL GROWTH REQUIREMENTS	37
33 SUPPLEMENTAL WORK REQUESTS	37
34 SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS	39
35 Accident and Fire Reporting	40
36 DEPARTMENT OF LABOR SAFETY AND HEALTH	40
37 STANDARDS OF EMPLOYEE CONDUCT	40
38 PRE-AWARD SURVEY	41
39 Guarantee	41
40 STATEMENT OF WORK	42
SECTION I -- Contract Clauses	47
I.1 Clauses By Reference	47

COMMERCIAL CLAUSES

1 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JANUARY
2004

(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;
- (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. (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

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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 \$25,000, and offers of \$25,000 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.

2 PERFORMANCE

The Contractor shall be required to submit all required insurance certificates within 10 calendar days following award. The Contractor shall not proceed with performance until the Contracting Officer issues a Notice to Proceed in writing. The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 21 calendar days following the commencement date designated in the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

3 SITE VISIT

Bidders are encouraged to inspect the vessel thoroughly before submitting bids. A vessel inspection visit has been scheduled at 9:00 a.m., on 23 September 2004.

To arrange to inspect the Vessel, by appointment only, contact: Mr. Bob Rohr at the James River Reserve Fleet, phone (757) 887-3233 ext. 32.

Bidders are reminded to wear steel toed shoes or work shoes that are not soft covered. Hardhats will be provided by the fleet.

4 REQUESTS FOR EXPLANATION OR INFORMATION

Requests for explanations or information regarding this solicitation should be directed to the Contracting Officer. The cutoff date for submission of any specification question(s) and/or general question(s) for subject solicitation is July 29, 2004. All questions must be in writing and received in the issuing office by close of business this date. Questions received after this date may not be addressed.

5 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - FEBRUAR
 ALT III COMMERCIAL ITEMS - ALTERNATE III Y 2002

(a) Definitions. As used in this provision:

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

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern--

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

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;
 Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual Gross

Number of Employees

___ 50 or fewer

___ 51--100

___ 101--250

___ 251--500

Revenues

___ \$1 million or less

___ \$1,000,001--\$2 million

___ \$2,000,001--\$3.5 million

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

Document No. DTMA2B04018	Document Title VANDENBERG OIL REMOVAL	Page 13 of 47
------------------------------------	---	---------------

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> 501--750 | <input type="checkbox"/> \$5,000,001--\$10 million |
| <input type="checkbox"/> 751--1,000 | <input type="checkbox"/> \$10,000,001--\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

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

(i) General. The offeror represents that either--

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has, has not filed all required compliance reports.

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

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

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

[List as necessary]

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

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

6 52.219-2 EQUAL LOW BIDS. (OCT 1995)

a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS

OCTOBER
1999

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

8 52.211-08 TIME OF DELIVERY

JUNE 1997

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

REQUIRED DELIVERY SCHEDULE

Item 0001-0036 Within 21 days after commencement date designated in Notice to Proceed

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

[OFFEROR'S PROPOSED DELIVERY SCHEDULE]

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

	Document No. DTMA2B04018	Document Title VANDENBERG OIL REMOVAL	Page 19 of 47
--	------------------------------------	---	---------------

(End of provision)

12 52.245-04 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) JUNE 2003

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

13 52.233-02 SERVICE OF PROTEST AUGUST
1996

(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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from Laurel Bishop, at the address included in Block 9 of SF 1449.

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) 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 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. 327, 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.

16 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS. MAY 2004

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

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

[Contracting Officer shall check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C.6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).
- (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq ., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

X (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

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

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

 (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.) .

(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.

(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.

19 1252.223- ENVIRONMENTAL CONCERNS/ASBESTOS FEBRUAR
82 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND Y 2000
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
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

The Contractor shall be required to demonstrate a thorough 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

Document No. DTMA2B04018	Document Title VANDENBERG OIL REMOVAL	Page 30 of 47
------------------------------------	---	---------------

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.

20	1252.217-85	INSPECTION AND MANNER OF DOING WORK	OCTOBER 2000
----	-------------	-------------------------------------	--------------

- (a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.
- (b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.
- (2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.
- (c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.
 - (1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.
 - (2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.
 - (3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.
 - (4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

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

(e) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor shall, whenever practicable--

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

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

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

(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."

21 52.211-11

LIQUIDATED DAMAGES--SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT
SEPTEMBER 2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$5,000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

22 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	October 2000
1252.247-82	SUPERVISION	February 2000
1252.219-70	Small Business and Small Disadvantaged Business Subcontracting Reporting	June 1997
TEXT	ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT	
1252.211-70	Brand Name or Equal	October 1996

23 NONDISCLOSURE OF DATA AND INFORMATION

1. The Contractor, and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

2. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or

Document No. DTMA2B04018	Document Title VANDENBERG OIL REMOVAL	Page 33 of 47
------------------------------------	---	---------------

combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subcontractor's) records.

3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

24 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
1252.217-74	Subcontracts	October 1994
1252.211-80	EVALUATION OF BRAND NAME OR EQUAL	March 2000
TEXT	52.219-9 Small Business Subcontracting Plan. Alternate I (Oct 2000)	

25 1252.246-80 DELEGATION OF INSPECTION AND ACCEPTANCE FEBRUARY 2000

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

26 ELECTRONIC TRANSMISSION OF DOCUMENTS

During the administration of this contract the Government anticipates the use of the National Business Center electronic commerce web-site to transmit contractual documents. Accordingly the contractor must register and maintain their company information on this site in the most up-to-date manner. The contractor may register on this site by accessing <http://ideasec.nbc.gov>.

27 1252.204-81 ELECTRONIC TRANSMISSION OF CONTRACTUAL DOCUMENTS FEBRUARY 2000

During the administration of this contract the Government anticipates the use of the National Business Center's (NBC) electronic commerce infrastructure at <http://ideasec.nbc.gov> to to make electronic award of any resultant contact, contract modification, or orders to the contractor. In turn, the NBC site uses the Central Contract Register (CCR) Database at <http://www.ccr.gov> to obtain contractor email addresses and point of contact information. Accordingly the contractor must register and maintain their company information at the CCR site in the most up-to-date manner.

28 1252.247-81 MARITIME LIENS, NO AUTHORITY TO INCUR FEBRUARY 2000

(a) The Contractor is an independent contractor and does not act as an agent for the Government, its agents, its vessels, servants, or employees.

(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be

(Name)

(Title)

(Date)

(e) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall -

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(3) Pay back to the Government the aggregate of the unearned amount immediately upon receipt of a written demand by the Contracting Officer.

(f) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full.

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

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

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

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

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

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

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

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

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes 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.).

35 1252.223- ACCIDENT AND FIRE REPORTING
71

OCTOBER
1994

(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 Federal 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 Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

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

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

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

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

36 DEPARTMENT OF LABOR SAFETY AND HEALTH

1252.217-80 Department of Labor Safety and Health Regulations for Ship Repairing (OCT 1994)

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

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

(End of clause)

37 STANDARDS OF EMPLOYEE CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

(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.

40 STATEMENT OF WORK

1 GENERAL DESCRIPTION OF WORK

1. The successful offeror shall furnish the materials, services, equipment and facilities (except those furnished by the Government under express provisions of this contract) necessary for the successful performance of the repairs specified in the specifications. Detailed data provided by the Government for the performance of the authorized alterations, repairs and maintenance shall not be unilaterally modified by the Contractor.

2. All work identified after contract award is termed supplemental work, which can be either "additional" or "emergent" work. Additional work is defined as additional work items resulting from either Contractor or Government proposed changes to the basic work package. Emergent work is defined as work items resulting from open and inspect requirements, testing and new requirements identified after award.

3. The Contractor shall perform planning, document preparation, engineering, procurement, prefabrication and shipyard production work, and/or any other work necessary to prepare for and accomplish the alterations, repairs, maintenance and routine work as specified herein. These requirements include, but are not limited to, the following:

a. Provide the management, test, quality assurance, technical capability and resources necessary to complete all required work in accordance with the requirements stated herein, the contract work specifications, and the additional work specifications if necessary within the availability time period specified in the contract.

b. Accomplish planning and scheduling to ensure a rational, integrated and timely plan for procurement, receipt, storage and installation of Government furnished material in accordance with FAR 52.245-2 Government Property (Fixed-Price Contracts), for accomplishment of production, work, tests and trials to meet the required contract delivery dates. The contractor shall plan and schedule all open, inspect and report items as required by the specifications such that they are accomplished within the first 25% of the availability. The production/milestone and critical path schedules shall be used to measure performance of the functions and elements required to successfully complete the required work within the availability dates specified in the contract.

c. Establish a management procedure and systems to identify delinquent schedules and or unfavorable schedule variances, using the production/milestone and critical path schedules for reporting. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

d. The Contractor shall provide performance/milestone and critical path schedules to the Contracting Officer and COTR.

4. The contractor's berth shall be deep enough that there is a minimum of two feet of water under all portions of the vessel at all times. The contractor shall provide 24 hour per day security for the duration of the contract. Security shall include checking that the vessel is securely moored and that there are no fires or flooding.

0001 PREPARATION FOR TOWING

The Contractor shall provide vessel preparation, USCG and port clearance, engineering, stability verification and point-to-point towing services to ensure safe transport of the ship from the James River Reserve Fleet to the Contractor's facility and back to the James River Reserve Fleet. The contractor shall comply with the applicable regulatory requirements of the USCG and the recommendations of a reputable salvage surveyor acceptable to MARAD and the insurance underwriters who will inspect and determine the vessel's suitability for the tow. A 24-hour contractor point of contact will be provided to the MARAD COTR for monitoring the progress of the tow. If the USCG requires escort vessels or other precautionary measures during the tow, the contractor shall accomplish this. For each movement, ensure that shaft locking device is properly installed in place and secured to prohibit shaft from turning. Contractor to ensure that rudder locking device is properly installed to prohibit rudder from swinging, also close system valves as detailed on the valve operating chart posted in the steering room to hydraulically lock the system. Contractor shall prepare a ballast/de-ballast sequence plan and ballast the vessel if required (contractor-furnished pumps, etc.) prior to commencement of the tow, considering the then-current conditions of load, fuel and ballast. Such stability calculations and the certificate of stability to be

reviewed and approved by a current USCG licensed Master or a registered naval architect. Vessel's ballast system is not usable. Contractor shall be responsible for opening access covers in ballast tanks as necessary to pump in ballast and remove any ballast with portable pumps.

The contractor is cautioned that many upper compartments of the vessel contain substantial quantities of pigeon droppings that are potentially hazardous to human beings. Respirators are recommended when working in areas heavily contaminated by pigeon droppings.

Availability of Support Services from JRRF: The contractor shall be responsible for mobilizing all equipment and personnel required to perform the work on the VANDENBERG except for support, which may be requested from the JRRF. Support services available from the JRRF are limited to the following:

1. Personnel transport by boat from pierside at the JRRF main office to the VANDENBERG as needed.
2. Electrical power at the VANDENBERG, 440VAC / 200AMPS
3. Tug services from pierside at the JRRF main office to the VANDENBERG.
4. Potable water is available at pierside.
5. Weight handling equipment is available pierside -- i.e., fork lift and 10T crane
6. Tug service for removal of the ship from the unit for turnover to a towing company.
7. Crane barge and operator with 15T capacity for placing equipment on deck of SS VANDENBERG, and other related lifts. NOTE: Offeror's proposal will clearly define the JRRF support services that the Offeror will require during vessel preparation for tow.
0002 TOWING

Provide tugs, pilots, towing equipment and personnel to move and/or tie up and let go of vessel. Notify U.S. Coast Guard and COTR of move, including tugs and their horsepower. The following moves shall be included:

o First Arrival

o Interim moves at contractor's facility.

o Final Departure

A. The contractor shall tow the vessel as a dead ship tow from its mooring at JRRF to the Contractor's facility, and back to the James River Reserve Fleet. The vessel is considered an inactive vessel under the supervision of the James River Reserve Fleet (JRRF), Fort Eustis, Va. Hours of Reserve Fleet Operations are between 0700 hours and 1500 hours Monday through Friday. Days of departure and arrival of vessels at the fleet are normally Tuesday through Thursday. For any movement of vessels, JRRF should have a minimum notification of two working days with updates every 24 hours. Points of contact at JRRF will be Mr. Fred Hoffmann, Acting Fleet Program Manager, or Mr. Calvin Ferguson, telephone number (757) 441-3877/3878, extensions 11 and 17, respectively.

The contractor shall comply with the applicable regulatory requirements of the U.S. Coast Guard and the recommendations of a reputable salvage surveyor, acceptable to MARAD and the insurance underwriters, who will inspect and determine the vessel's suitability for the trip under tow.

B. While in restricted and/or piloted waters, the contractor shall furnish sufficient tugboats with sufficient horsepower to tow the vessel at an average speed of six knots minimum and as prescribed by the U.S. Coast Guard, Captain of the Port. Provide appropriate personnel consisting of a pilot licensed for the intended area of the tow and a line handling gang, both aboard and ashore, including a supervisor to assist in making up the tow, securing the ship at the mooring and the removal of tow lines and bridle. Provide all towing equipment including necessary certificates, towing permits, pilotage and auxiliary tug services as may be required. Assume all expenses and fees in connection with the movement of this ship including salvage surveyor's fee and all necessary personnel required for towing and line handling pier-side and aboard ship.

C. Furnish towing liability insurance coverage three (3) days before commencement of tow.

D. The contractor shall be responsible to notify local USCG and COTR of any ship movements. Contractor shall submit daily noon report on tow status to COTR and USCG.

E. The following is provided as the minimum requirements for all phases of towing vessel:

1. Weather - Always check, and heed, the weather forecast for the entire route of your tow.
2. Anchors - Ensure anchors on the vessel being in tow are rigged and ready for letting go.
3. Emergency Towing Hawser - 33 CFR 165.501(d) (2) requires any vessel over 100 gross tons towed in the Hampton Roads regulated navigation area shall be equipped with a secondary towing rig of sufficient strength to tow the vessel, with a connecting device that can receive a shackle pin of at least 2" in diameter. The emergency towing hawser should be rigged with a tag line and buoy.
4. Communication - Communication between the tug crew and their shore-based counterparts shall be maintained. The Coast Guard cannot always communicate directly with the vessel and personnel on the vessel should be in contact with only one outside point of contact to prevent distraction of operating personnel.
5. Towing Plan - Towing companies shall file a towing plan with the Coast Guard offices in the ports of exit and entry. Contractor shall provide COTR a copy.
6. Points of Contact - Towing companies shall identify key representatives from their company, companies associated with the towed vessel, and the cargo or fuel on the towed vessel so that information may be provided to the Coast Guard when requested during an emergency.
7. Certificates - Contractor shall supply COTR with copies of Regulatory Body clearances for tow.
8. Two (2) portable CO² fire extinguishers shall be provided aboard ship for each tow.

F. Provide portable sanitation facilities on the main deck of the vessel for use of any riding crew during tow. Sanitation device shall be removed and cleaned within 24-hours of vessel's arrival.

0003 TANK DIAGNOSTIC WORK

The contractor shall verify tank content and quantity by opening manhole covers for each tank. Any cover that is removed shall have studs, nuts and washers refurbished, sealing surfaces cleaned and a new gasket at hand prior to proceeding with any other work on the tank. Variations in the quantity of oil, that exceed ten percent of the total quantity provided in Attachment J-1, shall constitute either an increase or decrease in the scope of work. The contractor shall take a sample from each tank, place the sample in a glass jar, and have them available for inspection by the COTR. The contractor shall hold the samples for 30 days after completion of the contract unless otherwise directed by the COTR in writing.

0004 FUEL AND LUBE OIL REMOVALS

The contractor shall handle, sample, test, transport and dispose of fuel oil, lube oil, contaminated water ballast, and/or other hazardous substances/wastes removed during performance of this contract in strict compliance with all applicable Federal, State, and local laws, regulations and MARAD guidance.

The contractor shall remove diesel oils and lube oils listed in Attachment J-1 from the vessel. All tanks, including those with water contamination, shall be pumped down until loss of low suction. Tank manhole covers are to be removed, tanks ventilated, and "Safe For Men" certificates obtained to permit workers access to all tank locations to insure the maximum amount of liquid removal. The contractor shall use his pumps and hoses to remove the fuel. The ship's pumps and piping shall not be used.

The removal process must be capable of removing the maximum amount of petroleum products. Clean water, if it doesn't adversely affect stability and is residual after all petroleum products have been removed, may remain in the tank. As fuel tanks contain DFO (some contaminated with water), but NO HEAVY FUEL, tank heating will not be required. General arrangement of tanks provided as Attachment J-2.

0005 BALLASTING

The contractor shall prepare a plan for ensuring the vessel's stability and longitudinal strength, certified by a registered Naval Architect. The Contractor is to maintain positive stability at all times. As removing the fuel will affect the vessels' stability, the contractor shall be responsible for ballasting the vessel in accordance with his ballasting plan certified by a registered Naval Architect. Ballasting should involve the minimum number of tanks. Ballasting calculations must consider that the maximum allowable draft for any vessel in the JRRF is 24 feet. As all sea connections are blanked, ballasting will have to be accomplished by filling tanks via contractor provided pumps and hoses. All ballast water added to the ship's tanks shall be fresh water, city firemain grade or better. Sodium silicate at the rate of one (1) liter per ten (10) tons of ballast water is to be added while ballasting. The vessel's current location at the JRRF is indicated in Attachment J-3.

0006 BOOMING OF THE VESSEL

The contractor shall deploy and maintain a containment boom around the vessel, barges and areas transited by fuel oil transfer hoses. The boom arrangement shall be acceptable to the U.S. Coast Guard and may also require the deployment of absorbent booms. The contractor will be responsible for maintaining these booms, plus any additional boom the contractor must place, to effectively contain any discharge of oil into the water.

0007 FUEL AND LUBE OIL CREDIT

Although the fuel and lubes onboard may not be suitable for use as a fuel or a lubricant as is, they have value as a recyclable petroleum product, for which the contractor is to provide a credit to MARAD.

0008 GAS FREE CERTIFICATES

The contractor shall have all spaces where work is to be accomplished certified "Safe for Men." All spaces, tanks and boundaries that require hot work shall be certified "Safe for Hot Work." Initial certification shall be by a Marine Chemist and thereafter maintained by the contractor's competent person. Furnish certificate copies to the COTR.

All areas/spaces and/or compartments that hot work will be performed are required to be certified free of dangerous fumes, vapors and/or gases by a Marine Chemist and/or Gas Free Technician in accordance with all applicable Federal, State and local regulations and MARAD guidance.

0009 CLEANING OF THE VESSEL

The contractor shall clean the ship of all trash, debris and deposits of oil generated in the accomplishment of this work. Fluids in cargo holds, engine room bilges and on deck shall be removed and disposed of in accordance with all Federal, State and Local regulations.

0010 SUPPLEMENTAL LABOR (OPTION)

The contractor shall provide up to 800 man-hours of supplemental labor as ordered by the COTR.

The Government reserves the right to order any quantity cited in individually priced supplemental work items COTR in accordance with the provision, SUPPLEMENTAL WORK REQUESTS. In the event that less than the total quantity of a supplemental work item is ordered, the Government will decrease the contract amount for the quantity not ordered at the awarded supplemental item unit price.

The supplemental labor rate offered below shall be a composite labor rate and including all management, supervision, overhead, G&A, material handling charges, freight, profit, contractor and subcontractor burden, overtime, quality assurance, delay and disruption, bonding, and insurance). The yardwide composite rate offered by the Contractor shall be binding during the entire period

of this Contract for all supplemental work that cannot be accurately described at this time and is not included in other CLIN specifications. Work under this CLIN order up to 1200 man-hours (i.e., 50% above the estimated 800 man-hours noted below) will be performed by the Contractor at the Contract award yardwide composite rate for supplemental labor.

0011 SUPPLEMENTAL MATERIAL (OPTION)

The contractor shall provide a total of up to \$12,000 in materials when and if ordered by the COTR in accordance with the provision, SUPPLEMENTAL WORK REQUESTS. The contractor shall be compensated for material based on their cost. Profit, handling charges and other related costs are to be factored into the supplemental labor rate.

0012 SUPPLEMENTAL DIVING SERVICES (OPTION)

This supplemental contract line item provides for the use of divers primarily to locate and patch any leaks in the hull of the vessel. When the Contractor determines diving services are needed, the Contractor shall notify the COTR immediately. The COTR will evaluate the need and issue a Delivery Order in accordance with the provision SUPPLEMENTAL WORK REQUESTS to authorize the use of diving services. For estimating purposes, a three-person diving crew for 5 eight hour days shall be quoted. Delivery Orders shall be based on actual work shifts required.

0013 TANK ACCESS COVER RENEWAL (OPTION)

This optional contract line item may be invoked as necessary to provide for renewal of tank top access covers that may not be re-used or reinstalled without completing extensive repairs. MARAD has the option to negotiate a delivery order under CLIN's 009 and 010 for less extensive repairs that may be needed to reinstall a access cover, or, utilize the option pricing for renewal of access covers requiring extensive repair work. Extensive repairs are defined as:

AA) Repairs that require steel to be replaced by the use of "burning and welding": the contractor shall give a price for the total renewal of an access cover and its bolting ring in the tank top. Less than 100% replacements shall be pro-rated.

AB) The renewal of 100 studs in tank top access covers by drilling out and re-tapping. The contractor shall give a price for a total of 100 studs for the drilling out, re-tapping and installation of new tank access cover studs in the access bolting rings. Actual Delivery Order will be pro-rated up or down based on actual conditions and this unit pricing.

0014 FUEL AND LUBE REMOVALS (OPTION)

This optional contract line item may be invoked as necessary if the quantity of fuel and lubes to be removed exceeds the expected quantity of 1,307 long tons. The contractor is obligated to keep MARAD informed on the quantities removed from the vessel, and, in particular, to notify the Contracting Officer immediately in writing when the quantity of liquid removed reaches 85% of the expected quantity. Actual Delivery Order will be pro-rated up or down based on actual conditions and this unit pricing.

AA) Removal of additional lube oil, price per additional five long ton.

AB) Removal of additional distillate fuel, price per additional ten long ton.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

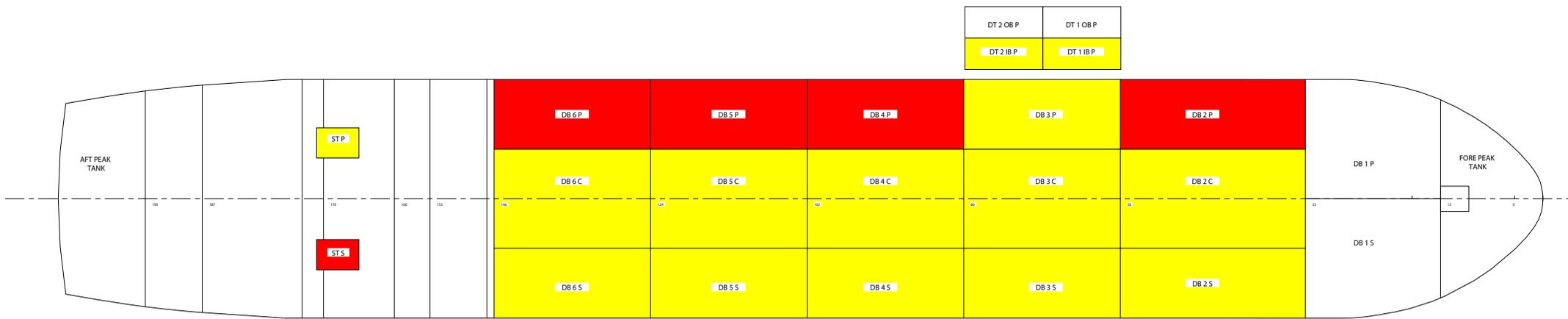
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
1252.209-70	Disclosure of Conflicts of Interest	October 1994
52.232-18	Availability Of Funds	April 1984

S.S. GEN HOYT S. VANDENBERG

TANKS PLAN



- | | |
|---|-----------------------------|
| ■ WATER | LEAKING INTO ADJACENT SPACE |
| ■ OIL / WATER | LEAKING INTO ENVIRONMENT |
| ■ HEAVY FUEL OIL | |
| ■ DIESEL OIL | |
| ■ LUBE OIL | |
| ■ HYDRAULIC OIL | |
| ■ SLUDGE | |

LOA: 552'-11"
BEADTH: 71'-06"

Vessel Name: _Vandenberg_

James River Reserve Fleet Tank Soundings and Draft Readings

Draft: Forward __23-6__

Date Soundings Taken: 11/12/99

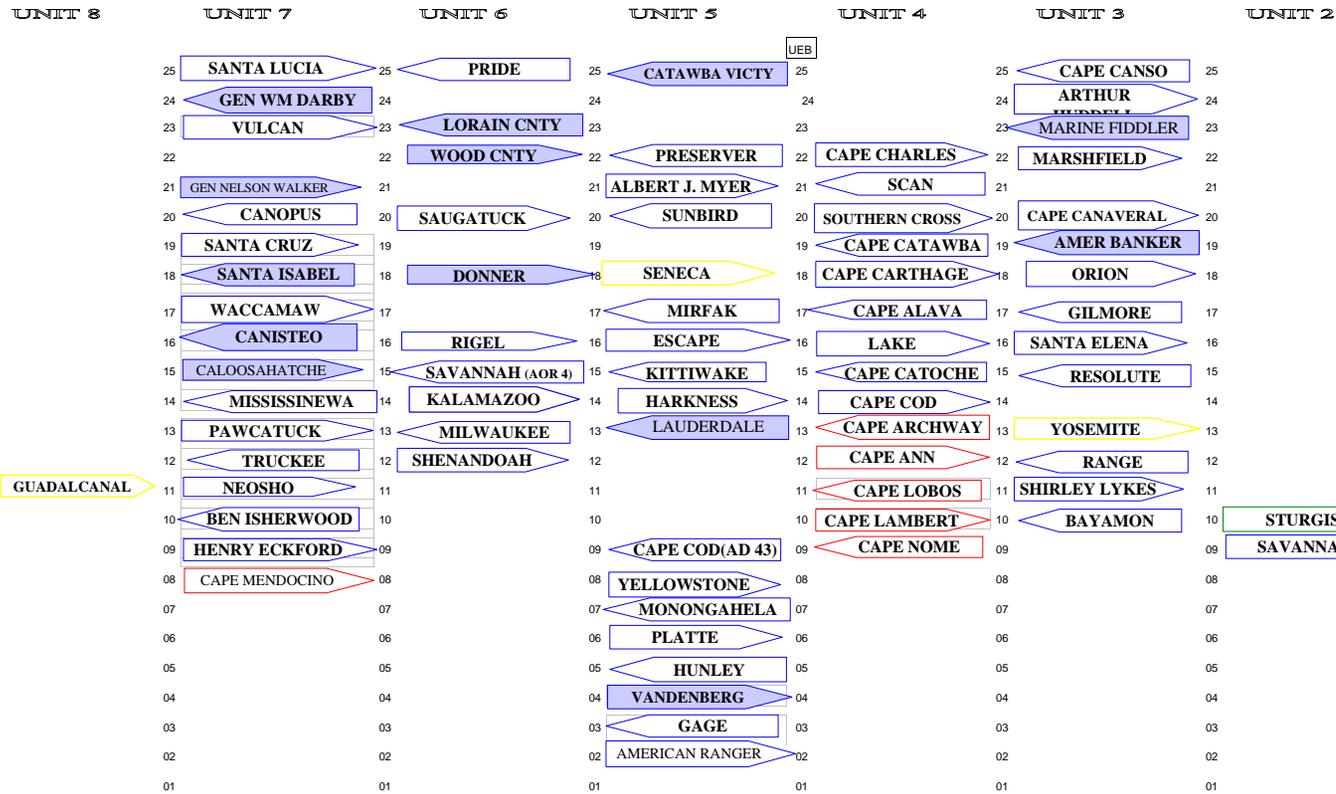
Aft __23-9__

Trim __0-3__

Ship Reference Data							Soundings						Computations							
Tank Information				Sounding Tube Information			Soundings By: D. Howe/E. Fields						Calculations By: I.T.S./Caleb Brett							
Tank Type (see code)	Tank Number	Service/Use	Frame Numbers	Location Frame-Side-Deck	Name of Space	Design Length Ft/In	Sounding Tube Measured Length Ft/In	Ullage Ft/In	Innage Ft/In	Oil Innage Ft/In	Water Innage Ft/In	Observed Contents of Tank (see code)	Total Barrels	Total Long Tons (LT)	Total Water (LT)	Total Oil (LT)				
PT	FORE PEAK	BALLAST	0-13	13 PORT LEV 01	F'C'SLE DECK	N/A	38-11	38-11	0-0	0-0	0-0	EMPTY	0	0	0	0				
CS	CHAIN LKR	SUMP	10-13	10 CENT LEV 2	BOSUN STORE	N/A	VISUAL OBS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
DB	1 STBD	FO/BALL	13-32	30 CENT LEV 1	1-26-0 STORE	44-6	44-5	44-5	0-0	0-0	0-0	EMPTY	0	0	0	0				
DB	1 PORT	FO/BALL	13-32	30 CENT LEV 1	1-26-0 STORE	44-6	44-5	44-5	0-0	0-0	0-0	EMPTY	0	0	0	0				
DB	2 STBD	FO/BALL	32-58	58 CENT LEV 1	TRUNK PASS	44-5	44-5	39-8	4-9	4-9	0-0	DFO	336	43.9	0	43.9				
DB	2 CENTER	FO/BALL	32-58	57 CENT LEV 1	CL GEAR LKR 0	44-5	44-5	39-9	4-8	4-8	0-0	DFO	1192	155.6	0	155.6				
DB	2 PORT	FO/BALL	32-58	58 CENT LEV 1	TRUNK PASS	44-5	44-5	39-0	5-5	4-10	0-7	DFO & H2O	350	46.4	4.8	41.6				
DT	1 STBD IB	FO/BALL	58-69	69 S. IB LEV 1	PASSAGEWAY	39-6	39-6	38-5	1-1	1-1	0-0	DFO	100	13.1	0	13.1				
DT	1 PORT IB	FO/BALL	58-69	69 P. IB LEV 1	PASSAGEWAY	39-6	39-6	36-8	2-10	2-10	0-0	DFO	249	32.5	0	32.5				
DT	1 STBD OB	BALLAST	58-69	69 S. OB LEV 4	TELEMETRY #3	N/A	14-8	3-10	10-10	N/A	0-0	H2O								
DT	1 PORT OB	BALLAST	58-69	69 P. OB LEV 4	TELEMETRY #3	N/A	14-8	9-3	5-5	0-0	5-5	H2O								
DB	3 STBD	FO/BALL	58-80	80 CENT LEV 1	1-75-0 A/C RM	45-3	45-3	41-3	4-0	4-0	0-0	DFO	601	78.5	0	78.5				
DB	3 CENTER	FO/BALL	58-80	80 CENT LEV 1	1-75-0 A/C RM	45-2	45-2	40-0	5-2	5-2	0-0	DFO	1073	140.1	0	140.1				
DB	3 PORT	FO/BALL	58-80	80 CENT LEV 1	1-75-0 A/C RM	45-3	44-8	39-6	5-2	5-2	0-0	DFO	759	99.1	0	99.1				
DT	2 STBD IB	FO/BALL	69-80	80 S. IB LEV 1	PASSAGEWAY	39-6	38-8	35-9	2-11	2-11	0-0	DFO	337	44	0	44				
DT	2 PORT IB	FO/BALL	69-80	80 P. IB LEV 1	PASSAGEWAY	39-6	39-6	32-4	7-2	7-2	0-0	DFO	638	83.3	0	83.3				
DT	2 STBD OB	BALLAST	69-80	80 S. OB LEV 4	STOREROOM	N/A	14-8	3-2	11-6	0-0	11-6	H2O								
DT	2 PORT OB	BALLAST	69-80	80 P. OB LEV 4	STOREROOM	N/A	14-7	2-7	12-0	0-0	12-0	H2O								
DB	4 STBD	FO/BALL	80-102	100 CENT LEV 1	LADDER PASS	44-9	44-10	40-6	4-4	4-4	0-0	DFO	818	106.8	0	106.8				
DB	4 CENTER	FO/BALL	80-102	100 CENT LEV 1	LADDER PASS	44-10	44-10	43-4	1-6	1-6	0-0	DFO	344	44.9	0	44.9				
DB	4 PORT	FO/BALL	80-102	100 CENT LEV 1	LADDER PASS	44-9	44-9	39-4	5-5	4-11	0-6	DFO & H2O	928	123.7	15.3	108.4				
DB	5 STBD	FO/BALL	102-124	124 CENT LEV 1	XCHANGE PASS	45-3	45-3	44-11	0-4	0-4	0-0	DFO	65	8.5	0	8.5				
DB	5 CENTER	FO/BALL	102-124	124 CENT LEV 1	XCHANGE PASS	45-3	45-3	44-7	0-8	0-8	0-0	DFO	162	21.1	0	21.1				
DB	5 PORT	FO/BALL	102-124	124 CENT LEV 1	XCHANGE PASS	45-3	45-3	42-1	3-2	2-6	0-8	DFO & H2O	578	78.5	19	59.5				
DB	6 STBD	FO/BALL	124-146	146 CENT LEV 1	CROSS PASS.	44-6	44-6	42-0	2-6	2-6	0-0	DFO	273	35.6	0	35.6				
DB	6 CENTER	FO/BALL	124-146	146 CENT LEV 1	CROSS PASS.	44-7	44-6	41-11	2-7	2-7	0-0	DFO	583	76.1	0	76.1				
DB	6 PORT	FO/BALL	124-146	146 CENT LEV 1	CROSS PASS.	44-6	44-6	40-10	3-8	2-3	1-5	DFO & H2O	431	59.9	22.2	37.7				
HT	1 CYLIND	FW BALL	125-131	131 STBD LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	2 CYLIND	FW BALL	125-131	131 PORT LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	3 CYLIND	FW BALL	132-138	138 STBD LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	4 CYLIND	FW BALL	132-138	138 PORT LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	1 CYLIND	POTABLE	139-145	139 STBD LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	2 CYLIND	POTABLE	139-145	139 PORT LEV 6	HOLD No. 6	N/A	SIGHT GLASS	N/A	N/A	N/A	N/A	EMPTY	0	0	0	0				
HT	STORAGE	LUB	116	116 PORT LEV 4	AMS	N/A	SIGHT GLASS	N/A	0-7	0-7	0-0	LUB	1	0.1	0	0.1				
ST	SETTLING	LUB	116	116 PORT LEV 4	AMS	N/A	SIGHT GLASS	N/A	0-7	0-7	0-0	LUB	1	0.2	0	0.2				
SUB TOTAL												9819	1291.9	61.3	1230.6					
Tank Type Codes:		Notes:				Observed Contents Codes:			Remarks: ABBREVIATIONS: LEV = LEVEL; F'C'SLE = FORECASTLE; S. IB = STARBOARD INBOARD; P. IB = PORT INBOARD; CENT = CENTER; STBD = STARBOARD; LKR = LOCKER; OBS = OBSERVATION; PASS = PASSAGEWAY; CL GEAR LKR 0 = CLEANING GEAR LOCKER No. 0; RM = ROOM; LADDER PASS = LADDERWELL PASSAGEWAY; XCHANGE PASS = EXCHANGE PASSAGEWAY; CROSS PASS = CROSSOVER PASSAGEWAY; CYLIND = CYLINDRICAL; FW - FRESH WATER; AMS = AUXILIARY MACHINERY SPACE; NOTE: Tank capacity tables only list the fuel oil tanks and are given in ullage format. The fuel oil present on board is of an extremely light colored variety that is difficult to detect even with gasoline paste. Great care should be taken when determining the measurement.											
DT = Deep Tank	ST = Settling Tank	PT = Peak Tank	SR = Service Tank	WT = Wing Tank	CT = Cargo Tank	CD = Coffer Dam	CS = Contaminated Tank	HT = Holding Tank									DB = Double Bottom	1. Use the codes listed to best describe the line item.	2. For sounding tubes that are "Blocked" mark the column for sounding tube length with the word "BLOCKED".	H2O = Water (Fresh or Salt)
Ship Reference Data							Soundings						Computations							
Tank Information				Sounding Tube Information			Soundings By: D. Howe/E. Fields						Calculations By: I.T.S./Caleb Brett							

JAMES RIVER RESERVE FLEET - MOORING PLAN

4/24/2002



REMARKS: Not to scale
 There are no breaks in the mooring of ships side to side, except in Unit 5 between LAUDERDALE and CAPE COD.

4/3/02 - CAPE NOME arrival

CAPE PROTECTOR at Cheatham Annex
 PROTECTOR at Norfolk Naval Shipyard

James River Ship Channel

