

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DTMA2B02001	
6. SOLICITATION ISSUE DATE 12/06/2001		7. FOR SOLICITATION INFORMATION CALL: a. NAME Susan Barba		b. TELEPHONE NUMBER (No collect calls) (757) 441-3268 ext.		8. OFFER DUE DATE/ LOCAL TIME 01/14/2002 @ 1400 EDT	
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 <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3731 SIZE STANDARD: Over 1,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> 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 No Contractor Information Available		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE HQ333 DOT/Maritime Administration, MAR-330 400 Seventh Street, SW., Room 7325 Washington,DC 20590			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Gvt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> 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: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK) 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) Susan P. Barba		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
42a. RECEIVED BY (Print)				40. PAID BY			
42b. RECEIVED AT (Location)				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 2 of 68
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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	General Services		21.00	DAY	\$ _____	\$ _____
0002	Vessel Docking		1.00	JOB	_____ N/A _____	\$ _____
0003	Doppler Speed Log Replacement		1.00	JOB	_____ N/A _____	\$ _____
0004	Hull Inspection		1.00	JOB	_____ N/A _____	\$ _____

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 3 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0005	Audio Hull Gaugings		1.00	JOB	<u>N/A</u>	<u>\$</u>
0006	Sea Valve, Spool Piece Exam, Replacement		1.00	JOB	<u>N/A</u>	<u>\$</u>
0007	Emergency Bilge Suction Valve		1.00	JOB	<u>N/A</u>	<u>\$</u>
0008	Seachest Examination and Repair		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 4 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0009	Anodes		1.00	JOB	<u>N/A</u>	<u>\$</u>
0010	Polishing and Dye Checking Propeller		1.00	JOB	<u>N/A</u>	<u>\$</u>
0011	Tailshaft Clearances		1.00	JOB	<u>N/A</u>	<u>\$</u>
0012	Forward/Aft Stern Tube Seal Inspection and Replacement		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 5 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0013	Propeller Blade Seal Inspection and Renewals		1.00	JOB	<u>N/A</u>	<u>\$</u>
0014	Rudder Post Carrier Bearing Inspection		1.00	JOB	<u>N/A</u>	<u>\$</u>
0015	Rudder Stock and Pintle Clearances		1.00	JOB	<u>N/A</u>	<u>\$</u>
0016	Removal of Bottom Plugs		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 6 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0017	Port/Starboard Anchors and Chains		1.00	JOB	<u>N/A</u>	<u>\$</u>
0018	Bottom and Rudder Spot Blasting and Painting		1.00	JOB	<u>N/A</u>	<u>\$</u>
0019	Freeboard Spot Blast and Paint		1.00	JOB	<u>N/A</u>	<u>\$</u>
0020	Repair Bilge Keels		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 7 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	Cathodic Protection		1.00	JOB	<u>N/A</u>	<u>\$</u>
0022	Fuel Oil Tank Inspections		1.00	JOB	<u>N/A</u>	<u>\$</u>
0023	Fuel Oil Tank Conversions		1.00	JOB	<u>N/A</u>	<u>\$</u>
0024	Exhaust Gas Leak Detection		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 8 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025	Water Wash Exhaust Gas Boiler & Economizer		1.00	JOB	<u>N/A</u>	<u>\$</u>
0026	#3 AC Unit Condenser and Chiller		1.00	JOB	<u>N/A</u>	<u>\$</u>
0027	HFO Purifier Suction from HFO Day Tank		1.00	JOB	<u>N/A</u>	<u>\$</u>
0028	Engine Room Exhaust Fan Rebuild		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 9 of 68
--------------------------	---------------------------------------	--	------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0029	Stack Access Platform		1.00	JOB	<u>N/A</u>	<u>\$</u>
0030	Renewal of Survival Craft Rigging		1.00	JOB	<u>N/A</u>	<u>\$</u>
0031	Port/Starboard Crane Weight Test		1.00	JOB	<u>N/A</u>	<u>\$</u>
0032	Emergency Fire Pump		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 10 of 68
--------------------------	---------------------------------------	--	-------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0033	Loadline Markings		1.00	JOB	<u>N/A</u>	<u>\$</u>
0034	Lineshaft Bearings		1.00	JOB	<u>N/A</u>	<u>\$</u>
0035	Thrust Bearing Inspection		1.00	JOB	<u>N/A</u>	<u>\$</u>
0036	Echo Sounder		1.00	JOB	<u>N/A</u>	<u>\$</u>

Line Item Summary	Document Number DTMA2B02001	Title STATE OF MAINE FY02 DD	Page 11 of 68
--------------------------	---------------------------------------	--	-------------------------

No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0037	Sea Trial		1.00	JOB	<u>N/A</u>	<u>\$</u>
0038	Supplemental Labor		1,000.00	MH	<u>\$</u>	<u>\$</u>
0039	Supplemental Material		1.00	JOB	<u>N/A</u>	<u>\$50,000.00</u>

The allowable mark-up on materials will include only material handling costs and any appropriate indirect costs specifically attributable to the material and clearly exclusive of any labor-hour rate. Neither profit nor non-auditable costs are allowed to be added to the cost of the material.

Total evaluated BID Price \$ _____
(Items 0001-0039)

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 12 of 68
--	------------------------------------	---	---------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	13
1 Instructions to Offerors--Commercial Items	13
2 PERFORMANCE	14
3 SITE VISIT	15
4 REQUESTS FOR EXPLANATION OR INFORMATION	15
5 Offeror Representations and Certifications - Commercial Items - Alternate III	15
6 52.219-2 Equal Low Bids. (Oct 1995)	21
7 Small Disadvantaged Business Status	22
8 52.211-08 TIME OF DELIVERY	22
9 Place Of Performance--Sealed Bidding	23
10 Removal or Disposal of Hazardous Substances-Applicable Licenses and Permits	23
11 52.212-2 Evaluation--Commercial Items (Jan 1999)	24
12 Government-Furnished Property (Short Form)	24
13 GOVERNMENT FURNISHED PROPERTY	25
14 Service Of Protest	25
15 AGENCY PROTESTS	25
16 Contract Terms and Conditions--Commercial Items	26
17 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	28
18 INDEMNITY AND INSURANCE	31
19 INDEMNITY AND INSURANCE (ADDITIONAL)	31
20 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	33
21 INSPECTION AND MANNER OF DOING WORK	35
22 52.211-11	37
23 Clauses By Reference	37
24 NONDISCLOSURE OF DATA AND INFORMATION	38
25 Clauses By Reference	38
26 DELEGATION OF INSPECTION AND ACCEPTANCE	38
27 ELECTRONIC TRANSMISSION OF DOCUMENTS	39
28 ELECTRONIC TRANSMISSION OF CONTRACTUAL DOCUMENTS	39
29 MARITIME LIENS, NO AUTHORITY TO INCUR	39
30 DISPOSITION OF REMOVED EQUIPMENT AND SCRAP	40
31 PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	40
32 Contracting Officer's Technical Representative	42
33 SUPPLEMENTAL GROWTH REQUIREMENTS	42
34 SUPPLEMENTAL WORK REQUESTS	43
35 SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS	44
36 Accident and Fire Reporting	45
37 DEPARTMENT OF LABOR SAFETY AND HEALTH	45
38 STANDARDS OF EMPLOYEE CONDUCT	45
39 PRE-AWARD SURVEY	46
40 Guarantee	46
41 STATEMENT OF WORK	47
SECTION I -- Contract Clauses	68
I.1 Disclosure of Conflicts of Interest	68

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 13 of 68
--	------------------------------------	---	---------------

COMMERCIAL CLAUSES

1 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

OCTOBER
2000

- (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 (SF1449). 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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 14 of 68
--	------------------------------------	---	---------------

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://assist.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 offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

2 PERFORMANCE

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 15 of 68
--	------------------------------------	---	---------------

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 10:00 a.m., December 18, 2001, at the T/S State of Maine, Maine Maritime Academy, Castine, Maine.

To arrange to inspect the Vessel, by appointment only, contact:

Laurence Wade
 Telephone: 207-326-2425
 (lwade@mma.edu)

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 01/07/02. 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 - MAY 2001 ALT III COMMERCIAL ITEMS - ALTERNATE III

(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).

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 16 of 68
--	------------------------------------	---	---------------

"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) 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 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 _____.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 17 of 68
--	------------------------------------	---	---------------

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
- 501--750
- 751--1,000
- Over 1,000

Revenues

- \$1 million or less
- \$1,000,001--\$2 million
- \$2,000,001--\$3.5 million
- \$3,500,001--\$5 million
- \$5,000,001--\$10 million
- \$10,000,001--\$17 million
- Over \$17 million

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 18 of 68
--	------------------------------------	---	---------------

(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)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 19 of 68
--	------------------------------------	---	---------------

(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--
 (1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 (2) [] Have, [] have not, within 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 offers; or

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 21 of 68
--	------------------------------------	---	---------------

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

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

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer. [This language stayed indefinitely. Please use paragraph (i) below.]

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals 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 a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) 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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 22 of 68
--	------------------------------------	---	---------------

(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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 23 of 68
--	------------------------------------	---	---------------

JUNE 1997

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

REQUIRED DELIVERY SCHEDULE

Item 0001-0039 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.

9 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING APRIL 1985

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____
_____	_____

10 1252.223- REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES- DECEMBE

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 24 of 68
--	------------------------------------	---	---------------

70

APPLICABLE LICENSES AND PERMITS

R 1997

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

11 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Total price for CLINS 0001 through 0039

Past Performance

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

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

(End of provision)

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

APRIL 1984

(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--

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 25 of 68
--	------------------------------------	---	---------------

(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 of America, its territories, or possessions, 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 GOVERNMENT FURNISHED PROPERTY

The Government shall deliver the Government-furnished property (GFP) described in the specification to the contractor's place of performance upon arrival of the vessel at the contractor's facility. The contractor shall maintain records to substantiate receipt inspection of all GFP. Receipt inspection shall as a minimum verify quantity, size, generic type, name plate data, inspection for damage, and completeness of assembly.

Contractor receipt inspection of GFP shall be performed within 24 hours of arrival at contractor's facility. Discrepancies in GFP shall be reported to the COTR immediately, followed by a written report to the Contracting Officer within 24 hours of discovery.

14 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 Susan P. Barba 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.

15 1252.233-80 AGENCY PROTESTS

FEBRUAR
Y 2000

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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 26 of 68
--	------------------------------------	---	---------------

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

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

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

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

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

16 52.212-04 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS** **MAY 2001**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

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

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, 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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 27 of 68
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(e) Definitions. The clause at FAR 52.202-1, 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 of 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. 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--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212.5(b) for the appropriate EFT clause. 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.

(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,

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 28 of 68
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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 or implied 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 52.212-5;
- (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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 29 of 68
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(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)).

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 30 of 68
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___ (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).

_X (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).

_X (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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 32 of 68
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except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

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

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

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

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

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

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

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

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

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

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

(d) **FORM OF CONFIRMATION**

(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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 33 of 68
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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.

20 1252.223- ENVIRONMENTAL CONCERNS/ASBESTOS FEBRUAR
82 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND Y 2000
 PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

The Contractor must recognize the 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)

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 34 of 68
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(3) Maritime Administration (MARAD)

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

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

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

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

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

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

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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 35 of 68
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Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT PLAN

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

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

21 1252.217- INSPECTION AND MANNER OF DOING WORK
85

OCTOBER
2000

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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 36 of 68
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(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.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 37 of 68
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(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."

22 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)

23 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.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/tar.htm>

Clause	Title	Date
52.219-19	Small Business Concerns Representation For The Small	October 2000

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 38 of 68
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	Business Competitiveness Demonstration Program	
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

24 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 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.

25 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.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/tar.htm>

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)	

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 39 of 68
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The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

27 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>.

28 1252.204- 81 ELECTRONIC TRANSMISSION OF CONTRACTUAL DOCUMENTS FEBRUAR Y 2000

The Government anticipates the use of the National Business Center electronic commerce web-site to make electronic awards of any resultant contract or contract modifications and/or orders. 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>.

29 1252.247- 81 MARITIME LIENS, NO AUTHORITY TO INCUR FEBRUAR Y 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 placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.
- (c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.
- (d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.
- (e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.
- (f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 41 of 68
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(c) For contracts 30 days or less in duration, the Government will not make progress payments. For contracts more than 30 days in duration, the Government shall make progress payments monthly as the work proceeds, or at other intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer and up to a limit of 80 percent of the total contract price. The Contractor shall furnish a breakdown of the progress schedule and total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

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

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

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

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

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

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

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

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

(Name)

(Title)

(Date)

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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 43 of 68
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The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.

34 1252.216- SUPPLEMENTAL WORK REQUESTS
80

JANUARY
2001

(a) In the complexity of ship repairs, supplemental work emerges as a result of test, inspection or discovery of unknown or otherwise differing conditions. Such work can neither be identified in bid or proposal specifications, nor will MARAD guarantee any award of supplemental work. When so directed by issuance of a task order by the Contracting Officer, the Contractor will be expected to perform this supplemental work. When supplemental work is anticipated the Government will provide estimated man hours in the Schedule (Section B of the IFB or RFP) to which the Contractor will specify its hourly composite billing rates in its bid or proposal. These rates will be the rates applicable to the Contractor's labor for all Task Orders issued for supplemental work under an awarded contract. Supplies or subcontracts needed to complete Task Orders for supplemental work will be a direct reimbursable under the awarded contract; additional indirect charges will not be allowed.

(b) A Task Order for supplemental work shall be issued by the Contracting Officer in accordance with the following:

(1) Any supplies or services to be furnished under this Agreement shall be ordered by issuance of task orders by the individuals or activities designated in the contract. Such orders may be issued throughout the period of performance of the contract.

(2) All task orders are subject to the terms and conditions of the contract.

(3) If mailed, an order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by written telecommunications, or by electronic commerce transmission only by the Contracting Officer.

(4) Unless otherwise explicitly noted in the order, all orders are firm fixed price. The agreed upon price shall cover all costs including delay, acceleration, and disruption. 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 in the text of the order.

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

(c) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, provide the Contracting Officer with a price and adjusted delivery date (if applicable) for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts. Work to be performed by the contractor shall be priced in accordance with the yard-wide composite labor rate originally bid or proposed under the supplemental labor contract line item number (CLIN) in the contract. The Contractor shall submit prices for subcontractors which will be negotiated and treated as materials. The Contractor will be paid under the supplemental labor CLIN for labor performed and under the supplemental material CLIN for labor performed by its subcontractors. Once negotiated, the agreement on a supplemental work request will be reflected in a fully executed task order issued by the Contracting Officer which shall be final and binding on the Contractor and the Government. If the parties cannot agree upon a price or delivery date within forty-eight (48) hours after receipt of the Contractor's proposal, 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 order. 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 this contract. Disputed issues resulting from Task Orders unilaterally directed by the Contracting Officer may be handled under the disputes clause of this contract.

(d) If the Contracting Officer directs that the Contractor 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 the Government on a daily basis, report sheets

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 45 of 68
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within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

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

36 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.

37 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)

38 STANDARDS OF EMPLOYEE CONDUCT

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 46 of 68
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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.

39 1252.210- PRE-AWARD SURVEY
80

FEBRUAR
Y 2000

A pre-award survey may be held with the apparent low bidder at the Contractor's facility at a time determined by the Contracting Officer after bid opening. As requested by the Contracting Officer, the bidder shall be prepared at the Preaward survey to present to the survey team, in a minimum of five (5) copies (or other number of copies established by the Contracting Officer and specified in the solicitation), the following items:

- (a) A list of major projects in progress or completed by him or his proposed subcontractors within the past 5 years.
- (b) A list of present commitments, including the dollar value thereof; estimated start and completion dates; the dollar value or percentage of subcontracting on each job; the organization under which the work is being performed; and name and telephone number of the Contracting Officer.
- (c) A copy of Bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business, a bank contact (name and phone number), and consent for release of financial information from each institution (in writing, if necessary). If the financial statement is more than 60 days old, a certification must be furnished, signed by a company official responsible for financial and accounting matters, stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential. In addition, a financial contact within the company (name and phone number) must be provided.
- (d) A preliminary schedule showing all major work features. This schedule is to show major milestones the Bidder intends to meet on the site work, buildings, mechanical and electrical services.
- (e) A preliminary plan showing how the Bidder intends to perform the various features of the work. This plan is to include, but be not limited to, labor resources, material sources, and the capability of meeting material delivery and installation schedules, as well as the estimated dollar value or percentage of subcontracting to be performed. The Bidder shall discuss, in writing, his accomplishments on similar projects. The discussion shall include all key personnel, their experience and responsibility assignments during the course of the project, and how the Contractor plans to meet the Quality Assurance/Inspection requirements of the contract.

40 1252.217- GUARANTEE
81

JANUARY
1996

- (a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.
- (b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.
- (c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.
- (d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.
- (1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 47 of 68
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(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

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

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

41 STATEMENT OF WORK

VESSEL PARTICULARS

VESSEL NAME: T.S. STATE OF MAINE
EX: USNS Tanner T-AGS 40

Official Number:	Un-Documented Public Vessel
I.D. No.:	CG 029703
Builder:	BethShip
Year Built:	1990
Where:	Sparrows Point, MD
Vessel Type:	Nautical School Ship
Call Sign:	NTNR
Gross Tons:	2,542
Length Overall:	499.83 ft
Length Between Perpendiculars:	76.00 ft
Beam (Molded):	72 ft
Depth (Molded at Main Deck):	42 ft
Draft: (Max, Keel-S.L.L.):	0.46 ft
Diesel HP (Maximum):	8046
Diesel HP (Normal):	800
Electric HP:	2,000

SHIPS CREW:

Captain	Larry Wade	Chief Engineer	Roger Lowell
Chief Mate	Brendan McAvoy	1st Engineer	David Howard
2nd Mate	Bill Erlanson	2nd Engineer	Raymond Moody
Storekeeper	Joe Poltrack	Electrician	Waldo Harmon
AB	Mark Jani	Plumber	Wess Whitmore

REFERENCES

The following NAVSEA Shipbuilder's Drawings (Bethlehem Steel Corporation) and C.R. Cushing & Co. Conversion Drawings (Colona's Shipyard) are available on board at time of ships arrival at contractors facility for references and information:

NAVSEA DRAWING 085-6630081 rev C Docking Plan

NAVSEA DRAWING 100-6252124 Welding Sequence

NAVSEA DRAWING 101-6251220 General Arrangement Second Deck

NAVSEA DRAWING 101-6251221 General Arrangement 01 Level

NAVSEA DRAWING 101-6251222 General Arrangement Inboard Profile

NAVSEA DRAWING 111-6251233 rev F Shell Expansion

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 48 of 68
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NAVSEA DRAWING 555-6251453	Potable Water System Piping	Diagram
NAVSEA DRAWING 505-6251579	Sewage Plant Arrangement of Machinery	
NAVSEA DRAWING 510-6251661	Heating, Ventilation and Air Conditioning	
NAVSEA DRAWING 101-6251968	General Arrangement 12' - O" Flat	
NAVSEA DRAWING 101-6251969	General Arrangement Main Deck	
NAVSEA DRAWING 101-6251970	General Arrangement 02 Level	
NAVSEA DRAWING 101-6251971	General Arrangement 03 Level	
NAVSEA DRAWING 101-6251972	General Arrangement 04 Level	
NAVSEA DRAWING 101-6251973 rev A	General Arrangement Outboard Profile	
NAVSEA DRAWING 101-6252074 rev C	General Arrangement Tank Top	
NAVSEA DRAWING 161-6252590 rev C	Rudder, Horn, Pintle and stock scantlings	
COLONNA'S DRAWING 09-96DD-M03	BLOCKING PLAN	
BMD Drawing 67-S121008-22-5 Rev. C	Tilted "Rudder, Horn, Pintle, and Stock Scantlings	
BMD Drawing 67-S121007-00-5 Rev. C	Tilted "Arrangement and Dets of Pintle."	
BMD Drawing 67-S121005-00-5 Rev. I	Tilted "Rudder Horn/Stern Frame Weldments."	
C.R. Cushing & Co. 1993-S28-3-1	UWILD, Hull Markings Plan	
C.R. Cushing & Co	Fire and Safety Plan	
C.R. Cushing & Co 1993-S11-10	Structural Mods IWO Existing	BTM Shell Penetrations
DWG 163-6251431 rev B,	Sea Chests	
DWG 243-6337728 rev D,	Propulsion Shafting Arrangement In Ship	
DWG 244-6251633 rev C,	Stern Tube Bearing and Seal Arrangement Details	

PREAMBLE

ACCESS AND PARKING

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

BLANKS

The Contractor shall maintain a log sheet of all blanks used to isolate piping. The log shall be available in the ships Engineering Operating Station for inspection by the ships force or COTR at any time.

CERTIFICATES, SURVEYS, AND INSPECTIONS

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

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 49 of 68
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DIMENSIONS

Contractor is responsible for taking his own dimensions and measurements with respect to all work in this Specification. Dimensions and measurements in this Specification are given in good faith but are not guaranteed. These specifications and all modification work shall be described using the U.S. standard system of measurements, unless otherwise specifically stated.

HAZARDS

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

INTERFERENCE

Pricing of each item in this specification shall include the cost to remove and replace any and all shipboard interference's required completing the work.

MATERIALS

Contractor shall furnish all material and parts required to perform the work in these Specifications except where such material and parts are specifically identified as Owner-furnished in the Specification Item where they are required. All material is to be new and of good marine quality of at least the same strength and size as original. These specifications and all modification work shall be described using the U.S. Standard system of measurements, unless otherwise specifically stated. When ship's spare parts are authorized to be used, the parts inventory aboard the vessel for that particular piece of equipment will be identified as a Reference in the Work Item.

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

PERSONNEL IDENTIFICATION

The Contractors security system will require that all personnel possess proper identification badges for access to the vessel.

POINTS OF CONTACT

In order to maintain continuity of responsibility, changes in Points of Contact are not to be made after start of the availability without prior approval of the COTR.

SERVICES

All rigging and dismantling of staging, removal and replacement of interference's, cleaning in way of repairs, touching up of all disturbed areas, and general cleaning of the vessel prior to redelivery, is to be included in the tender under the appropriate item.

0001 GENERAL SERVICES

Services, etc., as listed below shall be supplied by the Contractor for the entire length of the dry-docking and repair period. The Contractor is to furnish all necessary labor, material, tools, equipment, staging, crane service, lighting and ventilation, transportation and any other supplies and equipment required to provide the vessel with various "general services" throughout the dry-docking and repair period as follows:

ADMINISTRATIVE MATERIAL, EQUIPMENT & SERVICES

Contractor shall furnish administrative material, equipment and services effective immediately from the start date of the availability as follows:

- 1.1 One (1) case of 24# bright white laser jet paper.
- 1.2 One (1) paper shredder, "Fellowes, model 38221."
- 1.3 One (1) MultiScan® SDM-M81 18.1-inch Multimedia LCD Monitor
- 1.4 One (1) HP 1200 laser jet printer

All items listed shall become the property of the Government.

BERTHING, TUGS, PILOTS, GANGWAY, AND HANDLING LINES

The Contractor shall furnish services of tugs and pilots to dock, undock, and shift vessel on arrival and departure and as may be required during repairs. Tugs, pilots and docking arrangements shall be to the satisfaction of the vessel's Master. Furnish labor to handle mooring lines, gangway, etc., to make vessel fast at pier, to shift in Contractor's facility, and to let go upon completion of repairs. Furnish gangway for uninterrupted access to the vessel.

NOTE: All mooring lines are to be supplied by Contractor in sufficient number and condition to ensure vessel is properly secured. Vessel's lines are to be properly stowed by Contractor in areas specified by COTR.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 50 of 68
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BILGE ALARM

Provide labor and material to install a high-water level bilge alarm in the aft section of the Engine Room bilge. Alarm is to be set to be activated when the water level reaches 2" in aft section of bilge. Alarm is to have an audible signal at guard station. A sign shall be fixed to the audible signal stating "HIGH BILGE ALARM - NOTIFY CHIEF ENGINEER AND PLANT SECURITY IMMEDIATELY".

MATERIAL HANDLING SERVICE

To provide the requirements of this specification, crane must be capable of landing a minimum of 10 ton weight on the vessel's upper most deck (04 level). The Contractor shall provide a price in this Item number for furnishing material handling service which will include a crane with operator and signal man or fork lift truck(s) with operator or a combination of both for a total of 50 non-consecutive hours during the performance period to load/unload/move items, not associated with a specific Item number, as directed by the COTR.

NOTE: Crane and other material handling service costs necessary for the contractor to accomplish various specifications shall be included in the respective Item price.

DECK AND BULKHEAD PROTECTION

Immediately upon arrival at Contractor's facility, Contractor is to provide and install fire retardant protective covering of vinyl coated nylon, plywood, hardboard or equal on all decks and bulkheads in all passageways, the Ship's Office, COTR Office, Steward's Dry Storage 1-57-1, Forward Mess 1-47-2, Miscellaneous Safety Storage 1-25-1, and 4/C Lounge 1-47-01. Protective coverings are to be maintained throughout repair period, swept down daily and completely removed from vessel on completion of repair period. Damage and soiling of floor tile, bulkhead and overhead surfaces shall be repaired and/or cleaned at Contractor's expense.

ELECTRICAL POWER/LIGHTING

Contractor to furnish labor and material to connect and supply 450 volt, 60 Hertz, 3 phase power in quantity sufficient to light the vessel and operate any equipment. Six hundred (600) amps shore power shall be available at all times. Connect and disconnect as required (includes all cables and fittings). Contractor shall be responsible for replacing all burned-out lamps or any other damage done due to under voltage or if the shore line voltage at any time exceeds 480 volts. Power is to be supplied to the ship on a full 24-hour per day basis.

Contractor to expect the vessel to consume an average of two hundred and twenty five kilowatts per hour while in the contractors facility.

NOTE: The shore power panel is located on the main deck, port side, frame-166.

ELECTRIC MOTOR HEATING DEVICES

Provide labor, material, and separate shore power circuits to supply heaters for fifty (50) electric motors designated by the Chief Engineer. The ship's crew will ensure that permanently installed motor heaters are energized. Heaters to the motors are to be checked daily by the contractor, maintained for the entire availability and removed when directed by the COTR.

FIRE PROTECTION

Contractor is to furnish and maintain 24 hour per day fire watch. Fire watch is to be maintained during the entire availability. The Contractor must maintain full vessel coverage in the way of fire fighting protection. Contractor is to perform all connects and disconnects of the fire line from dock to vessel. All fire protection is to be in accordance with USCG and local regulations. The ship firemain system will be inoperable during some period of the availability in order to perform repairs. During any time that the Contractor is performing repairs to the ship firemain system the Contractor shall ensure that alternative fire protection is provided for the entire vessel.

POTABLE WATER

Supply vessel with two hundred and fifty (250) tons of potable fresh water as requested by the COTR. Fresh water ballast to be priced separately under appropriate items.

GAS FREE CERTIFICATES

Contractor to Furnish Certified Marine Chemist's gas free certificates for all opened tanks, voids, cofferdams, holds, and machinery spaces before entry by personnel and/or hot work. Gas free certificates are also to be provided for all vent lines, heating coils, fuel oil, lube oil and cargo oil pipe lines before commencing any hot work or repairs. Contractor to provide daily inspections by the Certified Marine Chemist and additional inspections by a Competent Person as necessary to verify that safe conditions are being maintained or whenever circumstances warrant. Copies of all certificates with daily endorsements by the Marine Chemist / Competent Person are to be posted in the COTR's Office, At the location where men are working and at the gangway security watch station.

NOTE: Cost of Certified Marine Chemist shall be included in the respective specification item.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 51 of 68
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GUARD SERVICE

Provide services of a bonded, uniformed guard, Pinkerton or equal, to stand gangway/access watches on 24-hour/day, 7 day/week basis during the performance period. This guard must be from a reputable security service, not a Contractor's regular employee. The guard is to be provided a lighted and heated/cooled guard shack with a full unobstructed view of the gangway. He shall be provided with communication equipment (telephone or radio) to summon assistance or provide notification of problems or situations without leaving the gangway. The guard will control access to the vessel for Contractor and Subcontractor personnel and various visitors by means of written posted instructions drafted by the Contractor and approved by the COTR. The guard shall maintain daily sign-in and sign-out logs for all visitors, owner representatives, ship crew, and other MARAD Contractor employees. Contractor's employees boarding vessel outside of normal work hours shall also be logged. One (1) copy of the log shall be submitted to the COTR every Friday morning. Contractor shall maintain original log records for 90 days after completion of the repair period.

A listing of Contractor, Fire, Ambulance, and other Emergency phone numbers shall also be posted in the guard shack. All logs maintained by the guard shall be presented to the COTR for his review upon request and shall be provided to the COTR upon completion of the Industrial Period.

HAZARDOUS WASTE CONTROL

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

Within five working days after the end of the availability the Contractor shall submit documented evidence of compliance that shall include the following:

- A) Types and quantities of hazardous waste generated.
- B) Procedures followed for custody and disposal.
- C) Disposal sites.
- D) Name of Contractor's person responsible for hazardous waste.

OILY WATER AND SLUDGE DISPOSAL

The Contractor is responsible for daily pumping of bilges and disposal of liquids discharged during availability in compliance with EPA and other appropriate regulations. A bilge survey will be made jointly by the Contractor and COTR on arrival to determine bilge conditions. Contractor is to prepare and submit a written report of conditions found within 24 hours to the COTR for signature. For estimating purposes, provide for disposal of 1,000 gallons of oily bilge water generated by the ship. Oily bilge water generated by the Contractor during the availability shall be disposed of at Contractor's expense. Bilges will be left free of all oil, grease, debris, and in a clean, dry condition at departure from Contractor's facility. Furnish necessary labor and material to bring aboard hoses and connect same to main deck connections to take delivery of oily bilge water. Hazardous materials are to be handled in accordance with approved procedures, local regulations and the provisions of Item 2.12 and Reference A thereto.

OWNER'S MATERIAL

Furnish labor and equipment to receive, store, issue and transport Owner's material as directed by the COTR. Pay and collect appropriate freight charges, customs brokerage fees, etc., due on shipments. Freight and customs fees will be reimbursed by Owner via task order upon presentation of appropriate documentation. Contractor is to receive and store material removed from vessel, package and ship as directed by COTR.

REFRIGERATION AND A/C SYSTEM CIRCULATING WATER

Furnish labor and material to install and maintain cooling water to the vessel's domestic refrigeration and air conditioning systems during entire availability.

RUBBISH AND DEBRIS REMOVAL

Furnish labor to remove ship's rubbish and production debris from the vessel on a daily basis. All areas where work is being performed or other spaces affected by Contractor's production work are to be cleaned and all accumulated debris removed daily. At no time shall rubbish and debris be allowed to become a safety or fire hazard.

TELEPHONE AND FAX SERVICE

Contractor to provide and maintain unlimited local and long distance calls. Telephone service to and from ship during vessel's performance for exclusive use by Owners, Owner Representatives and designated ship's crew. Post list of emergency numbers at each telephone location. Connect, and disconnect as required. Additional telephones for contractor and subcontractor use to be provided separately at the contractor's expense.

Provide and maintain unlimited local and long distance telephone service for one (1) independent telephone line in the COTR Office aboard vessel. Contractor is responsible for all charges for this service (Telephone billing to be paid directly by Contractor). Post list

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 52 of 68
--	------------------------------------	---	---------------

of emergency and shipyard numbers at each telephone location. Provide a copy of local yellow and white pages at each telephone location.

Provide and maintain unlimited local and long distance telephone service for one (1) independent telephone line for the Chief Engineer office aboard vessel. Contractor is responsible for all charges for this service (telephone billing to be paid directly by Contractor).

Provide and maintain unlimited local and long distance telephone service for one (1) independent telephones onboard the vessel. One telephone line shall be installed in the Captains Office. Contractor is responsible for all charges for this service (Telephone billing to be paid directly by Contractor). Post list of emergency and shipyard numbers at each telephone location. Provide a copy of local yellow and white pages at each telephone location.

Total number of independent lines for this specification item is three (3).

NOTE: Contractor is to expect long distance overseas calls and faxes to be made on these telephone lines. Vessel has many parts and equipment that are procured overseas.

Supply COTR with six (6), 2-way radios set up with Ship's Superintendents'/Supervisors' frequencies for use during the availability. Each radio to be supplied with two rechargeable battery packs and a charger.

SEWERAGE SERVICE and PORTABLE TOILETS

Provide and maintain portable toilet services for yard employees for use during the performance period. Provide and maintain sewage service and disposal. Vessel's sewage system shall be used only by Owners, Owners representatives, and crew members. Contractor shall provide all connects and disconnects (including hoses and fittings) necessary for continuous and uninterrupted service to the vessel via the vessel sewage shore/overboard connection.

Contractor is to provide hoses, connections and disposal service to receive approx. 250 tons of sewage. When pumping is completed, disconnect hoses and remove same from vessel.

Any decrease/increase in work shall be credited/debited at the Contractor bid unit price.

COMPRESSED AIR

Upon vessel's arrival, Contractor shall furnish adequate quantities of dry, filtered, compressed air (minimum 300 cfm at all times) at 100 psi minimum. Before the vessel's departure, the yard will disconnect compressed air. Connect, and disconnect as required. Compressed air is to be supplied to the ship on a 24-hour per day basis during availability.

The Contractor is not authorized to use shipboard compressors.

STAGING

Contractor shall furnish necessary staging to accomplish all work in this specification.

The cost of staging required for each specification item shall be included in the applicable Item number and not under the cost of General Services.

SWITCHBOARDS - MAIN AND EMERGENCY

The main and emergency switchboards shall be maintained ground free throughout the performance period. Upon vessel's arrival and prior to applying power to any circuits, verify the circuit is ground free. Change out non-working indicating lights for ground circuits as required. Vessel is to be ground free upon departure from facility.

STEAM

Contractor shall provide 125 psig steam for the duration of the contract. Contractor shall provide steam hose and condensate return line. Contractor shall provide labor for performing all connects and disconnects of steam and condensate return line during the period of performance which include any scheduled or non-scheduled shifts within the contractor's facility.

0002 VESSEL DOCKING

The Contractor is to provide all labor, material, equipment, staging, lighting and expertise to properly dock and undock the vessel in a safe and secure manner. Contractor to provide all tugs and berthing services which are to include line handlers, fenders, push boats, gangway and mooring lines necessary to dock and undock the vessel.

Blocks shall have soft wooden caps and allow at least five feet of clearance between the dock floor and the flat bottom of the vessel. Drydocking of the vessel shall be provided to accomplish the following work: blast and coat the underwater body, topside/freeboard/hull, and vessel markings. In addition, facilitate examination, taking of clearances, repair, test and alter the following as required: hull gauging, propeller, line shafting, bearings, seals, hull anodes, butts, seams, rudder, sea valves, sea chests, spool pieces, cathodic protection system, transducers, docking plugs, flat plate, shaped plate, arc gouging and welding, docking plan and all other requirements for using the drydock which may have not been mentioned.

The vessel is to be placed on blocks in accordance with the Docking Plan and taken off of the drydock upon completion of all items requiring the use of the drydock in this specification. If there is an overhang of the hull, the Contractor will supply a suitable working

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 53 of 68
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platform to make the entire underwater hull accessible for the aforementioned. Contractor is responsible for providing and disposing of all ballast liquids to dock and undock the vessel. All fuel oils (IFO-180 and MDO) will need to be removed to perform specification items in this contract. The Contractor is responsible for coordinating the removal of the fuel during the performance of this contract specifically as it relates to the dry-docking of the vessel. It is advised that the Contractor complete all mechanical work related to the sea valve and spool piece examination, and echo sounders before fleeing to facilitate additional repairs or correction of deficiencies if necessary.

Contractor shall provide a completed MARAD form "MA-57" to the COTR within five working days upon completion of all dry-docking related work. Contractor shall designate on MA-57 original docking position as "Position One". Attach copies of all delivery orders and condition reports associated with the performance of the dry-docking and underwater hull work to the MA-57.

0003 DOPPLER SPEED LOG REPLACEMENT

Contractor to procure and install the following navigation equipment and systems:

Litton Marine Systems, Model SRD 500 Dual-Axis Doppler Speed Log One (1) each, plus two (2) remotes (one wheelhouse and one chart room), SRD gate valve one (1) each.

Contractor is responsible for providing all labor, material, and equipment necessary to remove the existing displays, transducers, and cable for the existing electromagnetic speedlog. Contractor is to crop out the existing hull penetration for the electromagnetic speedlog and the associated sea valve. Contractor shall provide a new SRD 500 Dual-Axis Doppler Speed Log and SDR 500 Gate valve and install in accordance with the manufacturer specifications.

Contractor shall remove all original existing cabling and install new cable using existing cableways and penetrations in accordance with manufacturer technical specifications. Contractor is responsible for installing new cableways and penetrations where necessary in order to complete the installation of the new material and equipment.

Upon completion of installing the new navigation equipment the contractor is to prove the water tight integrity of hull penetrations to the MARAD Surveyor, USCG Inspector, and ABS Surveyor. Contractor shall provide the services of the manufacturer field service representative to commission and operationally test the newly installed equipment and to prove that it meets the manufacturer design and performance specifications.

Contractor shall provide the COTR with three (3) original equipment manufacturer technical manuals for each newly installed components.

Note: Contractor shall verify with the equipment manufacturers the exact locations of the new installations. The equipment can be adversely effected by water turbulence if not installed in the correct location.

Note: A visual image of the new SRD gate valve can be found at the following web site. [http://www.litton-marine.com/srd500/srd500_gvinstall.pdf]

0004 HULL INSPECTION

Immediately upon drydocking the vessel, the Contractor shall thoroughly clean and high-pressure water wash (minimum 10,000 psi) the entire underwater body, including all sea chests, to permit a complete and detailed inspection. The high-pressure water washing is to start immediately after the vessel is out of the water. Marine growth shall not be allowed to dry. Contractor shall be liable for additional expense incurred in way of coatings and preservation caused by allowing the marine growth to dry.

Provide a man-lift or staging, as necessary, to support the required survey that will be performed on the ship's hull.

The contractor shall provide a ship fitter to accompany the Owner's Representative, ABS Surveyor, and USCG Inspector during the dry dock hull survey. As part of the underwater hull survey for ABS and USCG, the Contractor shall record any defects found during the inspection of plating, weld seams, sea chests, rudder, and bilge keels. Any deficiencies found shall be documented onsite on a working copy of the docking plan. A written condition report and the original marked-up working copy of the docking plan shall be submitted to the COTR within four hours after the completion of the joint survey.

0005 AUDIO HULL GAUGINGS - ABS SSH NO. 3

The Contractor shall furnish the necessary labor, material, equipment required, and ABS Certified hull gauge representative to perform audio hull gauging as required by the ABS Surveyor, in accordance with the rules for "Thickness Gauging for Dry Cargo Vessels- Special Survey No. 3".

Requirements for special survey number three as per "7-2-3 section 9.2.1" is two girth belts (internal and external), and the forepeak internal and aft peak internal.

Provide a man-lift or staging, as necessary, to support the required audio gauging that will be performed on the ship's hull.

Provide lighting, ventilation and "safe for men" accesses as necessary to support the required audio gauging that will be performed in ballast tanks or void spaces.

Provide the necessary grinding equipment and electrical power and other equipment as may be required to assist the hull gauge representative in performing audio gauging.

0006 SEA VALVE AND SPOOL PIECE EXAMINATION, REPLACEMENT AND REPAIR

Upon arrival of the vessel, Owner furnished valves (new) shall be offloaded to the contractors approved valve shop. Bench testing of the new sea valves in accordance with regulatory body inspection procedures can commence. All valves shall be bench tested, hand tight, witnessed by the ships designated representative, turned over and again bench tested with pressure from the opposite side in the case of gate valves and from the pressure side in the case of globe valves. Stop checks must be proven to be tight in both directions with hand wheel and with check disk. Plug valves need to be proven tight by moving plug in stream from open to close and back to open. At close there shall be no leakage. The intent is to have the new valves ready for installation as soon as possible.

Remove existing sea valves and spool pieces from ship and transport to shop. Ultra high-pressure water blast, open, clean, prepare, inspect, spot-in discs and/or gates and seats, remove packing, bench test, close, adjust and prove tight, the sea valves removed from the ship. All valve repairs are to comply with USCG and ABS requirements.

Stow in wooden crates the entire remaining contractor refurbished sea valves and return to the vessel store/parts room located on the main deck aft.

Each spool piece is to be ultra high-pressure water blasted, visually examined, audio-gauged and internally coated with two (2) coats of APEXIOR #3.

Install the new USCG/ABS approved and bench tested sea valves and refurbished spool pieces with new contractor furnished gaskets and fasteners. When installing the fasteners all bolt-holes are to be filled with silicone sealant.

A report of any deficiencies found is to be submitted in writing within 4 hours of discovery to the COTR.

Owner will furnish the following sea valves:

LIST OF SEA VALVES

NO.	SIZE	MATERIAL	DESCRIPTION	SERVICE	SIDE
1	6"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG OSY	Emergency Fire Pump Sea Chest Suction 9" FWD FR 66 - 7'4" ABL	P
2	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Emergency Fire Pump Steam Out - Sea Chest 6" AFT FR 65 -	P
3	1-1/2"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Emerg. Fire Pump Leakoff - Sea Chest FR 66	P
4	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Emergency Fire Pump Sea Chest Vent 6" AFT FR 65 - 9'4" ABL	P
5	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Fire & Ballast Pump Sea Chest Vent 6" FWD FR 155 - 9'6" ABL	S
6	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Fire & Ballast Pump Sea Chest Steam Out 6" AFT BHD 154 - 9'6" ABL	S
7	8"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG OSY	Fire & Ballast Pump Sea Chest Suction 16" AFT FR 155 - 7'4" ABL	S
8	5"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Distiller Feed Pump Sea Chest Suction 6" FWD FR 124 - 7'10" ABL	P
9	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Distiller Feed Pump Sea Chest Vent 18" FWD FR 125 - 11'9" ABL	P
10	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Distiller Feed Pump Sea Chest Steam Out 9" FWD FR 125 - 12'3" ABL	P
11	1-1/2"	CAST STEEL	PLUG VALVE WITH HANDLE 150 FLG POLYPROPYLENE LINED	Chloropac Discharge Main & Auxiliary Seawater System - Lower Sea Chest 16" FWD FR 116 - 10' 6" ABL	S

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 55 of 68
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12	1-1/2"	CAST STEEL	PLUG VALVE WITH HANDLE 150 FLG POLYPROPYLENE LINED	Chloropac Discharge Main & Auxiliary Seawater System - Lower Sea Chest 16" FWD FR 116 - 18' 0" ABL	S
13	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Main & Auxiliary Seawater Air & Steam Blowdown - Lower Sea Chest 15" AFT FR 115 - 10' 6" ABL	S
14	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Main Seawater System Upper Sea Chest Vent 6" AFT FR 114 - 18' 0" ABL	S
15	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Main Seawater System Lower Sea Chest Vent 6" AFT FR 114 - 10' 6" ABL	S
16	18"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG GEAR	Main & Auxiliary Seawater System Upper Sea Chest Suction FR 115 - 16' 0" ABL	S
17	18"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG GEAR	Main & Auxiliary Seawater System Lower Sea Chest Suction FR 115 - 7' 6" ABL	S
18	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Mn /Aux SW - Upper Sea Chest Blow Down 6" FWD FR 116 - 17'0" ABL	S
19	18"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG GEAR	Main & Auxiliary Seawater System Lower Sea Chest Suction FR 115 - 7' 6" ABL	P
20	1-1/2"	CAST STEEL	PLUG VALVE WITH HANDLE 150 FLG POLYPROPYLENE LINED	Chloropac Discharge Main & Auxiliary Seawater System - Lower Sea Chest 16" FWD FR 115 - 10' 4" ABL	p
21	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Main & Auxiliary Seawater Air & Steam Blowdown - Sea Chest 6" AFT FR 114 - 10' 6" ABL	P
22	2"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Main Seawater Sea Chest Vent 6" AFT FR 114 - 10' 6" ABL	P
23	8"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Air Conditioning Overboard Discharge 15" AFT FR 126 - 26' 0" ABL	S
24	12"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Main Seawater System Overboard Discharge 15" AFT FR 117 - 24' 8" ABL	P
25	1-1/2"	CAST STEEL	PLUG VALVE WITH HANDLE 150 FLG POLYPROPYLENE LINED	Chloropac Discharge Main & Auxiliary Seawater System Sea Chest 15" FWD FR 115 - 10' 6" ABL	P
26	5"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Fire & Ballast Pump Overboard Discharge 9" AFT FR 161 - 15' 0" ABL	P
27	6"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG	Bilge & Ballast Pump Overboard Discharge 15" AFT FR 116 - 15' 0" ABL	S

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 56 of 68
--	------------------------------------	---	---------------

28	4"	GALV CAST STEEL BRONZE TRIM	GATE VALVE 150 FLG OSY	Sewage Treatment Pump Overboard Discharge 11" FWD FR 138 - 30' 3" ABL	S
29A	4"	GALV CAST STEEL BRONZE TRIM	HORIZONTAL SWING CHECK VALVE 150 FLG	MSD Tank Vent & Overflow Overboard Discharge 8" AFT FR 136 - 35'3" ABL	P
29B	4"	GALV CAST STEEL BRONZE TRIM	HORIZONTAL SWING CHECK VALVE 150 FLG	MSD Tank Vent & Overflow Overboard Discharge 8" AFT FR 136 - 35'3" ABL	P
30	4"	GALV CAST STEEL BRONZE TRIM	HORIZONTAL SWING CHECK VALVE 150 FLG	Aft House Grey Water Drains Overboard Discharge 8" AFT FR 136 - 35'3" ABL	P
31	1"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 800 SW	Boiler Blow-Down Overboard Discharge	S
33	1-1/2"	CAST STEEL	PLUG VALVE WITH HANDLE 150 FLG POLYPROPYLENE LINED	Chloropac Discharge Main & Auxiliary Seawater System - Upper Sea Chest 16" FWD FR 116 - 18' 0" ABL	S
34	4"	GALV DUCT IRON MONEL TRIM	GATE VALVE 150 FLG OSY	Distiller Overboard Discharge & Ship Stores Refrigeration Combined Overboard Discharge 9" AFT FR 125 - 23' 6" ABL	P
35	4"	BRONZE BRONZE TRIM	SCUPPER VALVE 150 FLG WITH HANDWHEEL	Grey Water Overboard Discharge Plumbing Drains 9" AFT FR 116 - 36' 0" ABL	S
36A	4"	BRONZE BRONZE TRIM	PLUG VALVE 3WAY 2-PORT 150 FLG	Grey Water Overboard Discharge Plumbing Drains 9" AFT FR 116 - 36' 0" ABL	S
36B	4"	BRONZE BRONZE TRIM	SCUPPER VALVE 150 FLG WITH HANDWHEEL	Grey Water Overboard Discharge Plumbing Drains 9" AFT FR 116 - 36' 0" ABL	S
37	4"	BRONZE BRONZE TRIM	PLUG VALVE 3WAY 2-PORT 150 FLG	Grey Water Overboard Discharge Plumbing Drains 9" AFT FR 116 - 36' 0" ABL	S
38	3"	FORGED STEEL MONEL TRIM	GLOBE STOP CHECK VALVE 150 FLG	Exterior Deck Drain 12" FWD FR 121 - 36' 0" ABL	P

Note: The doppler speed log sea valve will be replaced as part of the Doppler Speed Log And Marine Echo Sounder Installation.

0007 EMERGENCY BILGE SUCTION VALVE

Remove existing 12" angle globe stop-check emergency bilge suction valve from the ship and transport to shop. Ultra high-pressure water blast, open, clean, prepare, inspect, spot-in discs and seats, remove packing, bench test, close, adjust and prove tight. All valve repairs are to comply with USCG and ABS requirements.

Install the emergency bilge suction valve with new contractor furnished gaskets and fasteners. When installing the fasteners all bolt-holes are to be filled with silicone sealant.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 57 of 68
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0008 SEA CHEST EXAMINATION AND REPAIR

Unbolt and remove the strainer plates and safety bars on the sea chests, port and starboard sides. Plug the sea suction lines to prevent the entrance of grit or other contaminants.

For the purpose of inspection, blast and clean the strainer plates, sea chest, and sea suction/discharge lines to the sea valve flange. Provide staging and lighting for inspection of the sea chests by ABS, USCG and the COTR.

Clad weld four (4), one square foot areas in each sea chest.

Blast to SSPC-SP10 the strainer plates, sea chest, and sea suction/discharge lines to the sea valve flange and paint with anti-corrosive underwater hull coating system. Install anodes. Complete the remaining painting of the full underwater hull coating system.

Remove plugs from sea suction lines before reinstalling the strainers and safety bars. Reinstall strainers and safety bars. Renew any missing or damaged fasteners. Use only corrosion resistant materials.

Reference: Fasteners currently being used to secure the strainer plates on the sea chests are detailed on sheet 3 of 3 of drawing 163-625431 rev B, Title, SEA CHESTS.

0009 ANODES

The sea chests are to be opened in preparation for the underwater blasting and coating work. Old anodes shall be removed so that the entire sea-chest area can be properly blasted and coated with the full anticorrosive system. New zinc anodes are to be installed by welding after the high pressure water wash, solvent cleaning and anticorrosive is installed, but before applying the anti-foul systems. Paint damage occurring during this welding is to be repaired. The new anodes are to be protected by tape while the anti-foul coats are applied.

Provide a condition report on the existing sacrificial anodes. Remove all sacrificial anodes on the vessel hull in preparation for the blasting and coating work. New zinc anodes are to be installed by welding after the anticorrosive is installed, but before applying the anti-foul systems. Paint damage occurring during welding is to be repaired. The new anodes are to be protected by tape while the anti-foul coats are applied.

For bidding purposes estimate on providing and installing thirty (30) Type ZHS-23 (Style B) rectangular sacrificial zinc anodes, 6" X 6" X 1 ¼".

Reference: Docking Plan Drawing 085-6630081

0010 POLISHING AND DYE CHECKING PROPELLER

The Owner's Representative will provide the services of an authorized propeller specialist from LIPS Propellers Inc., Mr. John M. Kennedy ((757) 485-5275) to aid in the inspection of the propeller. The Contractor shall allow the owner furnished propeller representative(s) free access to the facility to perform all and any inspections to the propeller. The Owner's Representative and propeller specialist shall visually inspect the propeller blades and hub assembly to determine any indication of extensive damage before the Contractor cleans or polishes the propeller. After the preliminary inspection is complete the contractor may commence cleaning the entire propeller, including hub, fillets, and blades - of surface fouling. Contractor is to use caution to minimize loss in material thickness of all components of the controllable pitch propeller. Polish each of the four (4) controllable pitch propeller blades and dye penetrate check each blade root. Perform a dye penetrate inspection on at least a six inch band of the leading and trailing edges, point four radius and fillet areas on both pressure and suction faces of each blade. Submit a written report that clearly identifies the location and size of all indications. Contractor is to include a record of the hub and blade stamping(s) in the report given to the COTR.

After completion of all propeller repairs, if any, polish the propeller, using "Scotch Brite" 3-M surface conditioning discs, or equal. Polish the pressure and suction surfaces of the blade tip between 0.7 and 1.0 radius to an equivalent of Rubert "B" (approx. 26 micro inch Ra.). Polish the leading edge (approx. 20% of the blade width, on the pressure and suction faces) of the blade and the remainder of the propeller to an equivalent of Rubert "B". Either a tactile comparison gauge (Rubert) or an electronic profilometer (micro inch) must be used to determine surface roughness.

Prepare and submit a Propeller Inspection Surface Roughness Report stating final blade surface finish for all the blades, both suction and pressure faces. At least ten readings are to be taken for each blade surface. The readings should be taken as follows: three at each radius of 0.3, 0.7 and 0.9, and one at the tip.

After polishing, completely cover the propeller blades and hub assembly. The Contractor is responsible for maintaining the Rubert "B" finish until the completion of the shipyard availability. The cost should include the services of an underwater propeller cleaning contractor, if required, to preserve the propeller finish.

Inspection and witnessing of tests to be conducted in the presence of ABS, USCG and COTR.

Maker LIPS
Diameter 5000 mm (16.4 feet)

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 58 of 68
--	------------------------------------	---	---------------

Hub Type/Diameter	D/1190D mm (48.85 inches)
Number of Blades	Four (4)
Type of Blades	High Skew
Material of Blades	Nickel Aluminum Bronze
Material of Hub	Nickel Aluminum Bronze
Blade Surface Finish	Class 1
Hub & Blades, Mass	14163 kg (31,229 lbs.)
Hub & Tailshaft, Mass	34583 kg (76082 lbs.)
Hub & Tailshaft, Length	14205 mm.
Direction of Rotation	Left Handed

0011 TAILSHAFT CLEARANCES

Provide labor, equipment and material to remove rope guard by grinding or chipping rather than burning, to avoid damaging stern tube bearing and seal. As soon as the vessel is dry, remove the top and bottom threaded plugs located in the after seal housing intermediate ring assembly for the wear down readings. Take "poker gauge" readings in the presence of the ABS, USCG and COTR using the gauge furnished by the vessel. These reading should be taken, if present, with the appropriate shaft marking in the 12:00 position. Furnish the readings and the wear down calculations to the Owner's Representative. The COTR shall furnish readings and wear down calculations to the regulatory bodies.

For the contractors information, the following were the last readings taken with the vessel out of water were in Colonna's Shipyard on February 25, 1997 were as follows:

Upper reading - 2.998 inches
Lower reading - 2.975 inches

The wrench size for access plugs is 1 5/16 inches.

Reference: Technical Manual Stern Tube, Bearings and Seals Assemblies
Tech Library Cabinet 3B Manual-338.

0012 FORWARD AND AFT STERN TUBE SEAL INSPECTION AND REPLACEMENT

Erect necessary staging and remove oil drain and filling plugs for after seal. Contractor shall drain and dispose of oil properly in accordance with all Federal, State and local laws.

Provide labor and material to accomplish the following to the forward and aft stern tube seal assemblies without withdrawal of the tail shaft: Under supervision of owner-furnished technical representative, remove all the forward and aft split seal housing rings and transport to the machine shop for required modification. Contractor shall perform the modification "in-shop" that involves machining both sides of each split seal housing ring approximately one millimeter. In addition, the contractor shall perform the modification "in-place" that involves machining the forward and aft seal housing flanged rings approximately one millimeter. Contractor to install Owner-furnished seals, contractor furnished gaskets and reassemble forward and aft seals complete under the supervision of the John Crane Lips Technical Representative.

Renew zinc anodes with new Contractor furnished anodes.

Flush the stern tube lubricating oil system with dry-cleaning solvent P-D-680 Type II before refilling with new contractor furnished lubricating oil (approximately Three hundred gallons, Texaco HDZ 68).

Re-plug, replenish with new Contractor furnished oil (approximately seventy five gallons, Texaco HDZ 68) and statically test the oil cavities for the after tailshaft seal.

Staging is to be left in place for at least four hours after filling, and seal housing is to be checked for leaks. Upon completion of tests remove all staging.

Reference:

Technical Manual Stern Tube, Bearings and Seals Assemblies Tech Library Cabinet 3B Manual-338.
Aft Seal John Crane Lips
 Seal Assembly - 670 MK II
 All materials specified/ordered are to be "JMT"

Forward Seal John Crane Lips
 Seal Assembly - 630 MK II
 All materials specified/ordered are to be "JMT"

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 59 of 68
--	------------------------------------	---	---------------

0013 PROPELLER BLADE SEAL RENEWALS AND INSPECTION

The propeller hub oil will be drained from the hub plug. An oil sample shall be taken from what is initially removed. The remaining oil to be disposed of is approximately 900 litres (240 gallons).

In the case that the shaft need not be disturbed, the blades will be lifted, blade palm and hub pocket cleaned, and the blade reinstalled with new owner's furnished blade foot seal and bolt o-rings. Blade lifting gear available from the vessel. Tooling for the blade bolts to be provided by from the yard. Blade bolt head size 90.mm. The required blade bolt torque is 10300 Nm. (7598 Pound-feet). A higher value should be anticipated for loosening the bolts.

Fill system internally with the assistance of the vessel crew with owner furnished oil. Contractor to ensure the hub is vented so that no air remains in the hub or after side of cylinder (also plug available).

Bolts to be locked with owners supplied locking tabs (welded). Ground connection during welding to be connected to the respective blades.

Contractor to perform operational test of the controllable pitch propeller in the presence of the Lips Representative, Chief Engineer, COTR, ABS Surveyor, and USCG Inspector.

0014 RUDDER POST CARRIER BEARING INSPECTION

Contractor to rig and support rudder post internally and externally to enable the inspection of the Upper Carrier Bearing. Contractor to clean carrier bearing and surrounding area in order to verify the condition of the bearing. Upon completion of the inspection by the MARAD COTR, ABS, and USCG the carrier bearing shall be greased and reassembled.

0015 RUDDER STOCK AND RUDDER PINTLE CLEARANCES

Contractor to provide labor and material to erect staging to measure and record rudder stock bearing clearances. These readings are to be taken within two days after commencement of drydocking. A report of the inspection findings and clearances is to be prepared and delivered to the COTR. This report is to include any recommendations for repair.

Air test the rudder to 1.5 psig prior to taking rudder pintle clearance measurement.

The top and bottom readings can be accessed by removing the access plates on the side of the rudder blade below and above the pintle respectfully. Measure and record upper and lower pintle clearances. Before installing the access plates, prepare the adjoining surfaces, chase the threads and pack the void with grease. Install the access cover with new gasket, new bolts, never seize the threads and cover bolt heads with Phillybond or equivalent.

Contractor to include the cost to gas free and clad weld ten (10), one square foot areas on the rudder.

Air test rudder to 1.5 psig upon completion of all repairs.

Measure and record clearances using long feeler gauges between the rudder stock and the lower sealing area of the rudder stock.

Clearance measurements are to be taken at 0, 90, 180, and 270 degrees with the rudder in each of (3) positions (amidships, hard left and hard right) for a total of (12) measurements. Care must be taken that the readings are not obtained in the space between the upper bearing segments. STOCK - Clearances taken with long feelers - unable to insert .003 inch at any point.

Upon completion of all inspections and repairs the all rudder internals are to be float coated and closed.

Reference: Rudder, Horn, Pintle and stock scantlings NAVSEA DWG No. 161-6252590 Rev C

0016 REMOVAL BOTTOM PLUGS

Remove all liquid from ballast, fuel oil, diesel oil and miscellaneous tanks as per related specification Item. Prior to removing any bottom plug verify the contents of the tank with the MARAD Surveyor and his designated representative (Chief Mate).

Bottom plugs and spigots shall be examined for proper fit and condition of the threads in the presence of the Owner's Representative, ABS, and USCG. Reinstall the bottom plugs. Test the bottom plug and spigot to ensure there is zero leakage. Cover the bottom plug and spigot with cement.

It is expected that six bottom plugs shall be removed, inspected, and reinstalled during this drydock availability.

Reference:

NAVSEA DRAWING 085-6630081 rev C Docking Plan

COLONNA'S DRAWING 09-96DD-M03, Blocking Plan

0017 PORT & STARBOARD ANCHORS AND CHAINS

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 60 of 68
--	------------------------------------	---	---------------

Contractor to range anchor and chains on the drydock floor, grit blast to SSPC-SP6 "commercial standard," and gauged in the presence of the Owner's Representative and Regulatory Body Representatives.

Two (2) copies of the gaugings are to be presented to the Owner's Representative. Upon completion of all repairs (if any), anchors are to be coated in accordance with the topside coating schedule and chains are to receive two (2) full coats of black surface tolerant epoxy anti-corrosive to yield 5 mils each for a total of ten (10) mils DFT. Shots to be marked with stainless band-it and shot markings below:

PAINTING:

- One link on each side of the 15-fathom detachable link shall be painted white.
- Two links on each side of the 30-fathom detachable link shall be painted white.
- Three links on each side of the 45-fathom detachable link shall be painted white, and so on.
- In all cases the detachable link is itself to be painted red.

The exception to the aforementioned is that all of the links in the last 15-fathom shot inboard shall be painted red, and all of the links in the next adjoining 15 fathom shot shall be painted yellow.

MARKING

Upon inspection of the markings, the anchor chain is to be marked by turns of Band-it on the studs of certain links. The number of links counting away from the detachable link is used as a marker for that shot. Thus, the first link at each side of the 15-fathom detachable link has one turn around the stud, the second link at each side of the 30-fathom detachable link has two turns around the stud, and the third link at each side of the 45-fathom detachable link has three turns around the stud, and so on.

The entire interior of chain lockers and drain well sumps are to be cleaned to remove all rust, scale, mud, dirt, failed coating and debris. Contractor shall employ high pressure water jet blasting to clean the interior of the chain locker and drain well. A minimum pressure of 3,000 psi shall be used. All material to be removed ashore. The interior of the chain locker and drain well sump is to be washed down with clean fresh water and thoroughly dried. The entire locker will be inspected by the Owner's Representative before coating. The entire interior of the chain locker and drain well sump is to be coated with preservative compound equal to existing in accordance with the manufacturer's recommendations.

The eductor arrangement serving the chain locker and drain well sump is to be cleaned, repaired (Currently the eductor valves are mislabeled. Contractor shall relabel the valves as actually installed.)and proven in good order to the satisfaction of the regulatory bodies and Owner Representative. Contractor to renew the anchor chain weak links. Certification of weak links shall be provided to the COTR for acceptance by USCG prior to installation. Contractor is "end-for-end" port and starboard anchor chain. Chains to be made up in good order, shipped and anchors housed. Access covers for chain locker and drain well sump to be closed up in good order on new gaskets and any defective or missing fasteners renewed. All fasteners to be liberally coated with anti-seize compound during assembly.

While anchors are ranged on drydock, contractor to furnish labor and equipment to mechanically scale port and starboard anchor hawse & spill pipes inside, where chain rides, and coat as per coating specifications.

While anchor chain is ranged on the dock, chain riding pawls, shall be inspected, cleaned, grease fitting removed, grease passages proven free, fittings reinstalled, rollers turned, new grease pumped in and made ready in all respects to receive chain at end of servicing.

Prove drains and educator systems operational, to the ABS, USCG and COTR prior to final closing of the anchor chain lockers.

**COATING SYSTEM APPLIED AT DRYDOCKING 1997
ANCHORS, ANCHOR CHAINS AND CHAIN LOCKER**

SYSTEM	PRODUCT	CATALOG NUMBER	PERCENT SOLIDS	DRY FILM THICKNESS
Anchors and Chains	Amercoat 235 Black	235-K-9903	68	8.0
Shot Markings	Amercoat 229C White	229-K-3501	-	-
	Amercoat 229C Signal Red	229-K-7522	-	-
	Amercoat 229C Signal Yellow	229-K-8557	-	-
Chain Locker	Prime 167	167-K-0000	-	-
	Amercoat 235 Black	771-S-9903	-	-

CHAINS:

Quantity: 2

Size: 2 1/2" Stud Link, U-30

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 61 of 68
--	------------------------------------	---	---------------

Length: 10 shots each

0018 BOTTOM and RUDDER SPOT BLASTING and PAINTING

A conference shall be held to include the COTR, Shipyard Superintendent, and Paint Manufacturer's Technical representatives to discuss hull preparation and paint application before any coating and preservation work starts. All questions concerning this item should be aired and cleared at this time.

Contractor is to provide the services of Paint Manufacturer's Technical Service Representative to supervise and inspect all work performed under this item. This representative shall report daily to COTR.

Anti-fouling coatings shall be an Ameron Marine Coatings, tributyl tin free, EPA approved, self-polishing anti-fouling system or an - approved, compatible equal. Other anti-fouling coatings may be substituted only with written approval of COTR. Only coatings approved by Reference Coating guidelines or MARAD communication shall be considered for application. Paint is to be applied under supervision of and as directed by paint manufacturer's representative. Paint manufacturer's written guarantee will be provided to the COTR explicitly stating that, (a) coatings have been applied in accordance with Paint Manufacturer's specifications, and, (b) paint complies with Manufacturer's standard Navy warranty for performance with respect to fouling.

Contractor shall install portable scuppers and chutes on all active discharges to maintain a dry and clean surface for blasting and painting. Remove portable scuppers and chutes when finished. Sequence of colors is to be alternated so that final coat from the keel to the Deep Load Line shall be black. Consecutive coats shall have contrasting colors. All underwater hull markings i.e.: draft marks, plimsol marks, and frame identifiers are to be painted white. Total underwater area, including rudder, to be prepared and coated is approximately 43,000 square feet.

Minimum dry time before undocking is 12 hours at 73°F. Care shall be taken to "cut in" new bottom paint to side shell paint and color change at Deep Load Line. Care shall be taken to protect rudder and bushing from abrasive grit. Propeller and shaft seal are to be fully covered during hull preparation and painting.

The following information is provided to the Contractor as reference to the coating and preservation work that was performed during the last full credit drydocking.

COATING SYSTEM APPLIED AT DRYDOCKING 1997
UNDERWATER HULL
(43,000 SQUARE FEET)

PRODUCT	CATALOG NUMBER	PERCENT SOLIDS	DRY FILM THICKNESS	PRACTICAL COVERAGE Sq. Ft/Gal At listed M/D/FT 35% loss
Amercoat 235 Buff	235-K-1642	68	5.0	141
Amercoat 235 Oxide Red	235-K-7821	68	5.0	141
Amercoat 235 Black	235-K-9903	68	5.0	141
Amercoat 214 A/F Red	214-S-7061	52	3.0	180
ABC #3 Red	283-S-5415	52	5.0	106
ABC #3 Black	283-S-5415	52	5.0	106

FREEBOARD AREA - WATERLINE TO RAIL
(24,000 SQUARE FEET)

PRODUCT	CATALOG NUMBER	PERCENT SOLIDS	DRY FILM THICKNESS	PRACTICAL COVERAGE Sq. Ft/Gal At listed M/D/FT 35% loss
CATHA-COAT 302H Green	302-H-0250	78	3.0	271
Amercoat 235 Oxide Red	235-K-7821	68	5.0	141
Amercoat 235H aze Gray	235-K-2904	68	5.0	141
Amercoat 229C Navy Gray	229-K-2616	46	3.0	158

If the Contractor chooses to use Ultra High Pressure Water Jetting in lieu of grit blasting method then the Contractor shall adhere to the Joint Surface Preparation Standard, NACE No. 5/SSPC-SP-12, visual surface preparation condition WJ-2, nonvisual surface preparation condition SC-2.

Surface preparation and re-coating of each of these areas is to be as follows:

Immediately upon being dry-docked, High pressure (10,000 psi) fresh water wash the entire flat bottom and lower side shells, including rudders, sea chests, overboard discharges and suction lines, turn of the bilge, bilge keels, from the keel to the deep load line.

SSPC SP-1 (Solvent Cleaning) any small areas of oil or grease where ever they exist. Hand scrape barnacles wherever they exist. The area of the underwater hull is approximately forty-three thousand (43,000) square feet.

All areas of coating failure, damage or corrosion to be spot blasted to SSPC-SP-10. To minimize damage to the surrounding new or existing paint, blasting must be done with a fine grade of grit and blast hoses fitted with grit control. This spot blasting work must be done carefully. The same underwater hull system is to be used for this repair work. Alternative colors should be used to build up the newly blasted areas. The painters doing this work must be careful not to get this AC coating on the AF any more than is absolutely necessary (about 6-8 inches beyond the blast area. These spot coats should be brush or roller applied to prevent over-spray problems and anti-fouling contamination. Care should be exercised to apply the proper film thickness. For estimating purposes, figure 10,000 sq. ft.

All spot blasted areas to be re-coated as follows:

PRODUCT	CATALOG NUMBER	PERCENT SOLIDS	DRY FILM THICKNESS	PRACTICAL COVERAGE Sq. Ft/Gal At listed M/D/FT 35% loss
Amercoat 235 Buff	235-K-1642	68	5.0	141
Amercoat 235 Oxide Red	235-K-9903	68	5.0	141
Amercoat 235 Black	235-K-7821	68	5.0	141
Amercoat 214 A/F Red	214-S-7061	52	3.0	180
ABC #3 Black	283-S-5415	52	5.0	106
ABC #3 Black	283-S-5416	52	5.0	106

Apply approved ablative anti-foul system, airless spray the second coat, (BLACK). In reference to the COATING GUIDELINES apply the approved controlled depletion ablative, non-TBT, copper based AF, at 5 mils DFT over the entire underwater hull. The area of the underwater hull is Approximately forty-three thousand (43,000) square feet.

ABC #3 Black	283-S-5415	52	5.0	106
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Apply approved ablative anti-foul system, airless spray the third coat, (RED). In reference to the COATING GUIDELINES apply the approved controlled depletion ablative, non-TBT, copper based AF, at 5 mils DFT over the entire underwater hull. The area of the underwater hull is approximately forty-three thousand (43,000) square feet.

ABC #3 Red	283-S-5416	52	5.0	106
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Draft marks, tank numbers and tank boundaries, bulbous bow markings, UWILD markings, and other markings are to be solvent cleaned, fresh water washed and painted white below the anti foulant (water line). Coating used for underwater hull markings in 1997 was Bar-ox 450 White, 450-X-3501.

NOTE: All work performed under this item shall conform to provisions of Item 2.12, CONTROL OF HAZARDOUS WASTE, and any applicable Federal, state, or local laws or requirements. All work performed under this item shall conform to provisions of Item 1.11, Painting.

0019 FREEBOARD SPOT BLAST AND PAINT

Contractor shall solvent clean to "SSPC-SP-1" (any small areas of oil or grease if they exist.) Approximately 5,000 square feet. High pressure (3000 psi) fresh water wash the side shell areas which are intended to be spot blasted so as to avoid embedding any chlorides into the coating when blasting. Approximately 5,000 square feet. Spot blast (fine grit) to SSPC-SP-10 various locations of the freeboard from the Deep Load line to weather deck (including Bulwarks). All windows, port lights and ventilation intakes shall be protected from blasting grit. Approximately 5,000 square feet. Apply a Marad coating guidelines approved zinc rich epoxy primer anti-corrosive system by airless spray to the areas spot blasted. Airless spray apply 1 coat zinc rich epoxy primer at 3 - 4 mils DFT. minimum. Note after this coating has properly dried, the same primer material (slightly different in color) is to be brushed applied to all edges, corners, ladder rungs, brackets, knife edges, rat holes, rough welds etc. Also any areas of low primer millage are to be brought up to the 3-4 mils minimum DFT specification. Approximately 5,000 square feet. Apply a stripe coat of high solids epoxy to all edges, corners, ladder rungs, brackets, knife-edges, rough welds rat holes, etc. to the areas spot blasted. This stripe coat must be carefully applied by brush to at least 3 mils DFT and must be free of pin holes. The stripe coat should have a different color then the primer or the first full coat of epoxy.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 63 of 68
--	------------------------------------	---	---------------

Apply a coating guidelines approved coat of Ameron (or equal) high solids epoxy Airless spray apply 1 coat high solids epoxy intermediate coat at 5 mils DFT minimum to the areas spot blasted.

Apply a water based cleaner (Prep 88) to all exterior surfaces above the deep load line, approximately 24,000 square feet High-pressure (3000 psi) fresh water wash the side shell area. Contractor must ensure to remove all residual traces of the PREP 88 cleaner, approximately 24,000 square feet.

A complete Ameron (or equal) two component PSX 700 Engineered Polysiloxane coating system will be applied. One full coat of Amerlock #2 High Solids Epoxy Barrier at 4 mils DFT minimum, approximately 24,000 square feet. One full coat PSX 700 Engineered Polysiloxane in Holland America Blue at 5 -7 mils DFT minimum, approximately 24,000 square feet.

Draft marks, tank numbers and tank boundaries, propeller marking, home port, vessel names, UWILD markings and other markings are to be spot blast (fine grit) to SSPC-SP-10, apply by brush one (1) coat zinc rich epoxy primer at 3 - 4 mils DFT minimum, followed by a complete airless spray coating system equivalent to the surrounding area. Contractor to make final brush coat painted white. Coating used for hull markings in 1997 was Amercoat 229C.

NOTE: All work performed under this item shall conform to provisions of Item 2.12, CONTROL OF HAZARDOUS WASTE, and any applicable Federal, state, or local laws or requirements.

0020 REPAIR BILGE KEELS

Contractor to crop and renew a ten-foot linear section of bilge keel on the port side. The newly installed steel shall be blasted to SSPC-SP10 and coated with a full underwater hull coating system.

Contractor to crop and renew a ten-foot linear section of bilge keel on the starboard side. The newly installed steel shall be blasted to SSPC-SP10 and coated with a full underwater hull coating system.

Contractor to provide sketch and welding procedures of work to be performed to the COTR for submittal to ABS and USCG. Air test bilge keels to 1.5 psig upon completion of all repairs. Upon completion of all inspections and repairs the bilge keels internals are to be float coated and closed.

Bilge keels are protected with "Float Coat" internally. Contractor shall be responsible for cleaning for gas free, prior to repairs and for internal recoating at the completion of repairs.

0021 CATHODIC PROTECTION

Contractor to provide the services of an Electrocatalytic Technical Representative to inspect and perform necessary repairs to the Cathodic Protection System.

Contractor shall provide a condition report to the COTR on the Cathodic Protection System within twenty-four hours of inspection. As needed a technical representative shall supervise the removal and renewal of the "mastic" primary insulation shield. Contractor to provide labor and material under the direction of the technical representative to remove the existing mastic by blasting (SSPC-SP 10) and renew the mastic material to the shape and thickness recommended by the technical representative.

If it is determined that the mastic material is not in need of replacement or repair the Contractor shall provide a full credit for the work not performed.

Note: The cathodic protection shields are to be protected from any and all blasting and coating efforts being performed in surrounding areas during the drydock availability.

Reference: Cathodic Protection Instruction Manual, T9633-AE-MMC-010, TAGS 39/40
MFG: Electrocatalytic, 2 Milltown Court, Union, New Jersey 07083

0022 FUEL OIL TANKS INSPECTIONS

The intent is to arrive at the Contractors facility with the minimum amount of fuel onboard as permitted by law for ocean service. The Owner will advise Contractor of the amount of fuel onboard before the vessel's arrival.

There are approximately 29,000 gallons of non-operationally-burnable slops in fuel oil tank 5-47-1. During site visit the contractor will be allowed to take representative samples of these slops. Contractor shall remove and dispose of all slops in this tank.

Contractor to low-pressure (1000 P.S.I.) fresh water-wash all internals of each fuel tank and dispose of all liquids. Contractor to remove any sludge or debris from the tank. Completely dry each tank out with fresh air blowers for several days.

Contractor to have a Marine Chemist to certify fuel oil tank safe for men. Contractor is to maintain the Marine Chemist certification until all inspections and specification work is complete.

After cleaning is completed, present tanks to ABS, USCG and COTR for inspection. Upon completion of inspection, the Contractor will install all manhole covers with new gaskets and fasteners.

Upon completion of fuel tank inspection and fuel tank piping modification (specified elsewhere in this solicitation) the contractor shall provide assistance to owner furnished fuel oil delivery barge in and around contractor's waterfront facility. The contractor is to alter schedule and allow for any disruption to hot work or other shipyard operations during vessel bunkering operations. For estimating

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 64 of 68
--	------------------------------------	---	---------------

purposes, 1000 TONS of IFO-180 and 1000 TONS of MDO will be delivered to the vessel. The Contractor shall provide an oil boom large enough to surround the entire perimeter of the T.S. STATE OF MAINE and the fuel oil barges alongside the vessel.

LIST OF FUEL OIL TANKS

ITEM	CAPACITY (GALLONS)	ESTIMATED CAPACITY @ ARRIVAL
5-47-1	116,958	29,000

0023 FUEL OIL TANK CONVERSIONS

The intent is to convert existing heavy fuel oil tanks 5-47-1 and 5-47-2 to diesel oil tanks for added diesel oil capacity and more equal fuel load and operational range.

The existing heating coils steam supply and condensate return will be blanked upstream of the existing isolation valves located in the engine room.

Contractor shall have a Marine Chemist to certify area safe for men and safe for hot work.

The existing piping connections to the Heavy Oil transfer piping in the Auxiliary Machinery Room (AMR) will be modified to tie in to the existing Diesel Oil transfer piping. Valves removed that will not be reutilized shall be turned over to the Chief Engineer.

Contractor shall modify the DFM manifold to accept suction and discharge piping and isolation valves from the subject tanks.

Contractor shall remove the Four (4), 6-inch flanged, FO transfer pump suction and discharge gate valves located at the FO manifold. In place of the removals Four (4) new, 6-inch blank flanges, gasketed and bolted to the FO manifold.

Valve Identification:

5-47-1 tank suction to FO transfer pump

5-47-1 tank fill from FO transfer pump

5-47-2 tank suction to FO transfer pump

5-47-2 tank fill from FO transfer pump

Six (6) inch piping for tanks 5-47-1 & 5-47-2 shall be cut back and reduced down to 2 inch piping to facilitate reconnection to DFM manifold.

DFM Fill/transfer manifold shall be extended to accept 4, 2 inch flanged, angled, stop check valves supplied by contractor and in accordance with the vessel's original piping and valve specifications.

Pipe up reduced 6 to 2 inch lines to the newly installed 2 inch stop check valves on the DFM manifold.

Contractor to install modify existing piping to provide a means for filling tanks 5-47-1 & 5-47-2 from the DFM Deck Fill line. This will be accomplished by branching off the existing DFM 4 inch fill line and piping into the existing 6 inch main lines for tanks 5-47-1 & 5-47-2, complete with (2) two new 4" fill valves and appropriate piping.

Contractor to provide new metal labels for manholes, valves, gauging systems, vents, at the completion of tank conversion.

All of the work in this item shall be completed to the satisfaction of the Owner's representative, ABS and USCG.

NOTES: All work to be conducted shall be completed to MMA's safety policies including but not limited to, Hot Work Permits, Gas Free Permits, etc... in accordance with CLIN 0001 - General Services.

REFERENCES

NAVSEA Dwg. 541-6251455 Fuel Oil and DFM piping (sheets 1,2,3)

0024 EXHAUST GAS LEAK AND DETECTION

Ship's crew has identified and marked leaks in the (5) exhaust trunks in the upper engine room. Contractor shall provide all materials and labor for additional leak detection and repairs to these 5 stacks. Contractor shall seal each exhaust stack and "smoke" them with a proper agent (dye) to determine any additional leaks. Contractor shall repair all previously marked leaks and all newly identified leaks as per ABS USCG approved methods and at completion of work again smoke test all stacks to insure there is no leakage, to the satisfaction of the MARAD representative or his designated representative.

0025 WATER WASH EG BOILER & ECONOMIZER

Contractor shall provide all labor and materials with proper protective measures to surrounding areas and equipment and proper disposal of all generated wastes, to wash the exhaust gas boiler and economizer. Appropriate neutralizing agent (10% soda ash) shall be added to the wash water to prevent acidic action on metal surfaces. All drains are to be proven clear before and after the washing. All areas impacted by the washing shall be thoroughly cleaned after the washing, lagging, gasketing, bolting doors and interferences are to be closed as per operating standards.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 65 of 68
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0026 #3 AC UNIT CONDENSOR AND CHILLER

Contractor shall rig and remove the condenser and chiller, previously disconnected by the ships crew, from the engine room to contractors facility ashore. Contractor shall properly preserve and crate both units and subsequently ship both units to the MARAD SAR warehouse in Chesapeake Va. Crates shall be suitably identified on the exterior as to contents, including part numbers, equipment numbers and notation that they are suitable for vessels "STATE OF MAINE" and "GOLDEN BEAR".

0027 HFO PURIFIER SUCTION FROM HFO DAY TANK

Contractor to provide the services of a marine chemist to certify piping, tanks, and engineering space is safe for men and safe for hot work in order to accomplish the following piping modification. Contractor to modify the existing drain line on the bottom of the HFO day tank to facilitate the installation of a new suction line teed into the #3 HFO Purifier. Installation of the new piping shall include the installation of the bulkhead penetration required to complete the piping modification. All piping materials are to be schedule 80. Contractor furnished isolation gate valves (4) shall be ANSI, 150 #, WOG, welded steel with bronze trim.

0028 ENGINE ROOM EXHAUST FAN (04-133-2) REBUILD

Contractor to remove, refurbish, reinstall, and operational test the engine room exhaust fan (04-133-2). Contractor to completely disassemble the fan and motor assembly. The motor rotor, housing and all other parts to be cleaned. Motor windings are to be dipped and baked and new bearings installed. Rotor shaft run-out to be witnessed by the vessel chief engineer. Motor shall be reassembled and painted. Fan shall be cleaned, visually inspected and dye penetrant checked for cracks. Fan to be balanced for operation at a maximum motor speed. Fan/motor unit shall be reassembled and reinstalled by the contractor.

REFERENCES

Tech. manual for Buffalo Forge Vaneaxial Ventilation Fans. T/L CAB 1, Shelf B, Manual # 59.
Name Plate Data:

- | | | |
|-----------|-------------------|-------------------|
| a. Fan: | Manuf. | Buffalo Forge Co. |
| | Type & Size | XA30 A4W7 |
| | Rated CFM | 32.210 |
| | H/P | 25/10 |
| | Volts | 440 |
| | RPM | 1170 |
| | Sys. # | E-04-133-3 |
| | S.O. | 86302471 |
| b. Motor: | Manuf. | Reliance |
| | Ident. # | 34ZY994002A6 VM |
| | Frame | 326 TY |
| | HP | 25/10 |
| | RPM | 1130/885 |
| | Volts | 440 |
| | Drive End Bearing | 55BC03X30X26 |
| | Opp. D.E. Bearing | 55BC03X30X26 |

0029 STACK ACCESS PLATFORM

Contractor to install a work platform from which an operator may stand on in order to safely open the access hatch leading to the top of the stack. Presently there is one vertical ladder extending from the 05 level inside the stack and terminating at the stack access hatch. The intent is to install a work platform approx. 6 ½ feet below the stack access hatch to allow an operator to safety stand on while opening and securing the hatch. Contractor shall provide engineering, materials and labor to design and install the work platform. Existing vertical ladder shall be removed to reutilize at a shorter length on the new work platform.

Contractor designed, fabricated and installed work plat form shall meet the following minimum requirements:

- It shall be located approx. 6 ½ feet below the opening of the stack access hatch.
- It shall have an operating area of approximately eight (8) square feet.
- The operating area shall be constructed of galvanized steel grating suitable for the support of personnel.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 66 of 68
--	------------------------------------	---	---------------

- A suitable handrail matching that of the rest of the engine room shall be installed 360 degrees around the platform with openings to accommodate vertical ladders to and from the platform.
- A spring-loaded safety bar shall be installed on the railing at the opening for the vertical ladder to the platform.
- Framing and support members of the platform shall be of suitable size and strength to support personnel and the weight of the platform. The original vertical ladder shall be shortened accordingly to be reused as the ladder to the platform. This ladder will be relocated/rotated 90 degrees inboard from its original position.
- A new vertical ladder shall be fabricated to extend from the work platform to the access of the stack hatch. This ladder will follow the same route as the original.
- Once completed, all surfaces shall be prepped, primed and painted.
- Handrails shall be gloss black.
- Both vertical ladders shall be gloss black.
- Bottom and top rungs to each ladder shall be safety yellow.
- Framing and support members shall be white.
- Grating shall be hot dip galvanized and left natural.

0030 RENEWAL OF SURVIVAL CRAFT(S) RIGGING

Contractor shall take delivery and install the owner furnished/manufacturer certified lifeboat falls. Upon completion of installation the contractor shall perform a weight test in accordance with ABS, USCG, and IMO regulations. All testing shall be witnessed by the COTR, Chief Mate, USCG Inspector, and ABS Surveyor.

0031 PORT AND STARBOARD STORES CRANE WEIGHT TEST

Contractor to perform a static and dynamic load test on each pedestal crane. Static load test is to be ten-tons retracted and five-tons extended plus 10%. Dynamic load test is to be 10 tons retracted and 5 tons extended, for maximum swing in each direction (rated SWL). The static and dynamic load testing will be witnessed by the ABS Surveyor for the purposes of the issuance of a "statement of fact" and not for classification society cargo handling equipment quadrennial survey.

0032 EMERGENCY FIRE PUMP

Contractor to remove the emergency fire pump from space number 4-65-2 and disassemble pump from motor. Motor is to be sent to a certified electric motor repair shop for cleaning, dipping, baking, renewal of motor bearings, shaft run out check, reassembly and return to ship. Transport pump end to vessel machine shop. Vessel crew shall perform the open, inspection, and repairs of the pump for regulatory credit. Upon completion of repairs the Contractor shall reassemble motor and pump under direction of vessel's Chief Engineer and reinstall emergency fire pump and operationally test in the presence of the MARAD Surveyor, USCG Inspector, and ABS Surveyor.

0033 LOADLINE MARKINGS

Contractor to verify ABS Loadline measurements. Measure distance from each line of the plimsol marks (Port and Starboard) to the freeboard (deck line) and to the baseline of the keel. Document measurements on a condition report and submit to the MARAD Surveyor.

0034 LINE SHAFT BEARINGS

Contractor is to open, inspect, and record the condition of each of the three line shaft bearings located in shaft alley. All measurements are to be taken in the presence of the attending ABS Surveyor, Chief Engineer, MARAD Surveyor, and USCG Inspector. Document measurements and conditions on a condition report and submit to the MARAD Surveyor.

0035 THRUST BEARING INSPECTION

Contractor is to open, inspect, and record the condition of the main thrust bearing located in shaft alley. All measurements are to be taken in the presence of the attending ABS Surveyor, Chief Engineer, MARAD Surveyor, and USCG Inspector. Document measurements and conditions on a condition report and submit to the MARAD Surveyor. This thrust bearing is an oil type navy thrust bearing. Contractor is responsible for pumping out and disposing of old oil, cleaning sump, offering the open sump for inspection by the vessel's Chief Engineer or his designated representative, closing and refilling with new oil on completion of above repair/inspection.

0036 ECHO SOUNDER

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 67 of 68
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Contractor is to provide the services of an authorized Ray Marine Field Service Representative to perform routine maintenance and calibration of the Raytheon Marine Echo Sounder, model JFE-770S, type RD-500, Serial Number HX51465. The transducer specifications are 24 kHz, 7426, Beam angle 17 Degrees @ -3 dB down, Stainless steel housing with 30 ft of cable.

In addition to the routine servicing the Ray Marine Field Representative shall open the high hat, ring out the wiring, test the transceiver functions and insure continued water-tightness of the transducer. The Ray Marine Field Representative shall also as part of this service replace the belt and stylus of the recorder unit and clean internals and exterior.

0037 SEA TRIAL

Following completion of all specification items but before completion of availability, a sixteen- hour sea trial full power run from sea buoy to sea buoy in a 24-hour sea trial is required. Contractor to furnish a Shipyard Guarantee Engineer. Contractor to provide any other Technical Representative that the Contractor deems necessary to calibrate or to inspect the components that they are responsible for working on. These personnel will provide technical supervision of testing and calibration of their respective equipment. Contractor to provide tugboats, line handlers, launches and pilots as required to conduct sea trial. Contractor to provide removal of temporary services and gangways to vessel. Owner will supply complete sea trial crew sufficient to comply with vessel's operating requirement as outlined in Certificate of Inspection.

Contractor to provide the services of a certified compass adjuster to make necessary adjustments to the magnetic compass. Technical representative shall produce a new magnetic compass deviation table before his departure from the vessel. New magnetic deviation table shall be provided directly to the Master of the vessel and USCG.

The ship shall not be deemed redelivered under provisions of this Contract until satisfactory completion of sea trial.

NOTE: Contractor will bring back the Technical Representatives for the Sea Trial to ensure that all components are operational before redelivery to owners.

0038 SUPPLEMENTAL LABOR

The contractor shall provide up to 1,000 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 which cannot be accurately described at this time and is not included in other CLIN specifications. Work under this CLIN order up to 1200 manhours (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.

0039 SUPPLEMENTAL MATERIAL

The contractor shall provide a total of up to \$50,000 (inclusive of material handling charges) 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. Any mark-up on material costs will include only material handling costs and any appropriate indirect costs specifically attributable to the material and clearly exclusive of any labor-hour rate. Neither profit nor non-auditable costs are allowed to be added to the cost of the material.

	Document No. DTMA2B02001	Document Title STATE OF MAINE FY02 DD	Page 68 of 68
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SECTION I -- CONTRACT CLAUSES

I.1 1252.209- DISCLOSURE OF CONFLICTS OF INTEREST
70

OCTOBER
1994

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.