

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

1. REQUISITION NUMBER
 PAGE 1 OF 48

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER DTMA2B05009 6. SOLICITATION ISSUE DATE 12/22/2004

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Laurel Bishop b. TELEPHONE NUMBER (No collect calls) (757) 441-3120 ext. 8. OFFER DUE DATE/ 01/25/2005 LOCAL TIME 12:00 am

9. ISSUED BY DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.
 CODE 00092

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 336611
 SIZE STANDARD: Over 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

15. DELIVER TO See Line Item Detail and Shipping Detail
 CODE
Attn:

16. ADMINISTERED BY DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 CODE 00092

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
 No Contractor Information Available

18a. PAYMENT WILL BE MADE BY DOT/Maritime Administration, South Atlantic Region
 7737 Hampton Blvd., Bldg. 4D, Room 211
 Norfolk, VA 23505
 CODE 7400

TELEPHONE NO.
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Laurel Bishop

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 3 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	GENERAL SERVICES		1.00	JOB	\$	\$
0002	HIGH PRESSURE TURBINE		1.00	JOB	\$	\$
0003	LOW PRESSURE TURBINE		1.00	JOB	\$	\$
0004	HP & LP FLEXIBLE COUPLINGS		1.00	JOB	\$	\$
0005	NO. 1 & 2 SSTG		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 4 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	MAIN ENG MANEUVERING VALVE		1.00	JOB	\$	\$
0007	MAIN STEAM STRAINER		1.00	JOB	\$	\$
0008	MAIN THRUST BEARING		1.00	JOB	\$	\$
0009	LINESHAFT BEARINGS		1.00	JOB	\$	\$
0010	MAIN REDUCTION GEAR		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 5 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	MAIN CONDENSER		1.00	JOB	\$	\$
0012	PUMPS		1.00	JOB	\$	\$
0013	FEED WATER PUMPS		1.00	JOB	\$	\$
0014	DC HEATER		1.00	JOB	\$	\$
0015	MAIN AND AUXILIARY AIR EJECTORS		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 6 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	PRESSURE VESSELS		1.00	JOB	\$	\$
0017	CONTAMINATED DRAIN TANK		1.00	JOB	\$	\$
0018	PORT AND STBD AUXILIARY CONDENSERS		1.00	JOB	\$	\$
0019	LUBE OIL COOLER		1.00	JOB	\$	\$
0020	FUEL OIL HEATER		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 7 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	DRAIN COOLER		1.00	JOB	\$	\$
0022	FIRST STAGE HEATER		1.00	JOB	\$	\$
0023	REEFER AND AC CONDENSERS		1.00	JOB	\$	\$
0024	INSTALL CO2 WARNING ALARM SYSTEMS - #1 & #2 HOLDS		1.00	JOB	\$	\$
0025	REMOVE FOR INSPECTION ALL AIR ESCAPE VENT TERMINALS		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 8 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0025AA	CHECK BALLS		20.00	EA	\$	\$
	Quantity is estimate. Payment will be based on actual number checks performed.					
0025AB	Check Terminal Assembly		15.00	EA	\$	\$
	Quantity is estimate. Payment will be based on actual number of checks performed.					
0025AC	Crop, Prep and Renew Gooseneck Piping		10.00	EA	\$	\$
	Quantity is estimate. Payment will be based on actual number of renewals performed.					
0026	MEGGER READINGS		1.00	JOB	\$	\$
0027	EMERGENCY DIESEL GENERATOR		1.00	JOB	\$	\$

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 9 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0028	AUXILIARY/SERVICE DIESEL GENERATOR		1.00	JOB	\$	\$
0029	REPLACE/RELOCATE AMR STEAM REDUCING STATION (DSN G052R) (OPTION)		1.00	JOB	\$	\$
0030	INSTALL LEVEL INDICATING SYSTEM FOR D.O. DAY TANK (DSN M198C) (OPTION)		1.00	JOB	\$	\$
0031	INSTALL LEVEL INDICATING SYSTEM FOR HFO DAY TANK (DSN M199C) (OPTION)		1.00	JOB	\$	\$
0032	Supplemental Labor		1,250.00	MH	\$	\$

The Supplemental Labor rate shall be a yard-wide composite labor rate and include 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 yard-wide composite rate bid by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time and is not included in other CLINs. specifications.

Line Item Summary	Document Number DTMA2B05009	Title Spec Survey - Machinery	Page 10 of 48
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0033	SUPPLEMENTAL GROWTH MATERIAL		1.00	JOB	\$ 25,000.00	\$25,000.00
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The allowance for supplemental material is for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in the associated Supplemental Labor rate. Supplemental material will be payable to the contractor only to the extent authorized as part of Supplemental Growth Work.

Address Detail**Title**

Spec Survey - Machinery

Document Number

DTMA2B05009

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Shipping Addresses

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, SAR Acquisition Addr: Office of Acquisition, MRG-7200 7737 Hampton Boulevard, Building 4D, Room 211 Norfolk VA 23505 Attn: Glen Spears, Chief of Contracting Office Phone: (757) 441-3245 ext. Fax: (757) 441-6080 ext.	0002	Org: T.S. ENTERPRISE Addr: c/o Massachusetts Maritime Academy 101 Academy Buzzards Bay MA 02532 Attn: J. Taddia Phone: () - ext. Fax: () - ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, South Atlantic Regio Addr: 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk VA 23505 Attn: Jennifer Phillips, Funds Control Officer Phone: (757) 441-3716 ext. Fax: (757) 441-6080 ext.	0002	Org: DOT/Maritime Administration, South Atlantic Regio Addr: 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk VA 23505 Attn: Jennifer Fallis, Funds Control Officer Phone: (757) 441-3716 ext. Fax: (757) 441-6080 ext.

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COMMERCIAL CLAUSES

1 ATTACHMENTS

ATTACHMENTS

J-1 STATEMENT OF WORK

2 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JANUARY
2004

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number.(Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

3 PERFORMANCE

The Contractor shall be required to submit all required insurance certificates within 5 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 3 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 30 calendar days following the commencement date designated in the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

4 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., January 5, 2005 onboard the U.S.T.S. Enterprise, Massachusetts Maritime Academy, Buzzards Bay, MA.

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

Bill Laffan
(508) 830-5000

5 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 January 15, 2005. 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.

6 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - ALT III COMMERCIAL ITEMS - ALTERNATE III

FEBRUAR
Y 2002

(a) Definitions. As used in this provision:

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
- TIN _____.

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

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

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

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

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

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

(Check one of the following):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

NAFTA Country or Israeli End Products:

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
 Canadian End Products:
 Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
 (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
 (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

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

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
 (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
 (2) Have, have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) off 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.

7 52.219-2 EQUAL LOW BIDS. (OCT 1995)

a) This provision applies to small business concerns only.

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

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

(End of provision)

8 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.

9 52.211-08 TIME OF DELIVERY

JUNE 1997

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

REQUIRED DELIVERY SCHEDULE

Item 0001-0034 Within 30 calendar 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.

(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.

10 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
_____	_____
_____	_____
_____	_____
_____	_____

11 1252.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES-
APPLICABLE LICENSES AND PERMITS DECEMBER 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.

12 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 0034

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)

13 52.245-04 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)

JUNE 2003

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

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

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

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

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

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

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

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 Laurel Bishop at the address included in Block 9 of SF 1449.

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(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- AGENCY PROTESTS
80

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.

(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

OCTOBER
2003

(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 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance

with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

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

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

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

17 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS.

MAY 2004

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

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (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).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

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

___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).

___ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq ., 19 U.S.C. 3301 note).

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).

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

(ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

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

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

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

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

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

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

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

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

(d) **FORM OF CONFIRMATION**

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

(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- 82	ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	FEBRUAR Y 2000
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The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

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

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

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

Specific Requirement Standards: ASBESTOS

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

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

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

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

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

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No

additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

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

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

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

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

- (a) conducting required laboratory testing;
- (b) maintaining any and all required records;

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

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

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

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

(e) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor shall, whenever practicable--

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

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

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

(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

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 \$15,000.00 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.acqnet.gov/far/current/html/FARMTOC.html>

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

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:

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(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.acqnet.gov/far/current/html/FARMTOC.html>

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

26 1252.246-80 DELEGATION OF INSPECTION AND ACCEPTANCE FEBRUAR Y 2000

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

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

29 1252.247- MARITIME LIENS, NO AUTHORITY TO INCUR FEBRUAR

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- (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.
- (g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:
- "NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS**
This vessel is owned by the United States of America, acting by and through the Maritime Administration.
The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."
- (h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessaries to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.
- (i) The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

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

31	1252.232- 80	PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	OCTOBER 2000
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(a) In order for a Contractor to be considered for payment of progress payments, the Contractor must request, in writing, within five (5) federal working days after contract award, the inclusion of progress payments in the contract awarded as a result of the individual solicitation. Written requests must be accompanied by an itemized breakdown of the contract price for performing each item of work, as identified by each principle category of work in the specification. The breakdown will include the prorated portion of contract price for (i) direct labor, (ii) material, (iii) overhead, and (iv) any amount included for contingencies and profit. If the Contractor does not provide an itemized breakdown, progress payments will not be authorized. The Contracting Officer has sole discretion for approving the itemized breakdown and subsequent authorization of progress payments. If authorized, the specific contract will be modified to incorporate progress payments. Progress payments may be unilaterally suspended if unsatisfactory contract performance occurs. In the event that progress payments are suspended, contract payments will be made under the provisions of FAR 52.232-1 Payments (APR 1984). Pursuant to FAR 52.232-1, partial payments will only be permitted on a Contract Line Item (CLIN) basis. To be considered for partial payment, the CLIN must be 100% complete and inspected and accepted by the Government.

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

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

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

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

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

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

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

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

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

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

(Name)

(Title)

(Date)

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

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

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

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

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

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

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

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

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

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

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

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

(h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor

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has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the

Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to

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

32	1252.242- 73	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	OCTOBER 1994
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(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

33	1252.237- 80	SUPPLEMENTAL GROWTH REQUIREMENTS	FEBRUAR Y 2000
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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.

34	1252.216- 80	SUPPLEMENTAL WORK REQUESTS	JANUARY 2003
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(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

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

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

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

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

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

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

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

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

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

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

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

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

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

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

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

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

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

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

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$5,000.

35	1252.236- 81	SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS	FEBRUAR Y 2000
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(a) The Contractor shall, within a period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer, with a copy to the COTR, for approval, an electronic copy or other format as directed by the Contracting Officer, a practicable, detailed schedule using appropriate project management software and technology, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). Format of the schedule and supporting information shall be in the electronic form and format directed by the Contracting Officer. The schedule shall include a summary in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a complete schedule package within the time prescribed, the Contracting Officer may withhold notice to proceed until the Contractor submits the required schedule.

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

shifts, overtime operations, days of work, and/or the amount of facilities, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the required rate of progress will be regained.

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

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

36 1252.223- ACCIDENT AND FIRE REPORTING
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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

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
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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.

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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.
- (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.

SECTION I -- CONTRACT CLAUSES

I.1 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST

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.

T/S ENTERPRISE SPECIAL SURVEY
J-1 STATEMENT OF WORK

GENERAL

Location of Work: Training Ship Enterprise, 101 Academy Drive, Buzzards Bay, MA.. and Contractor's machine shop.

All new and disturbed steel on this vessel resulting from the performance of work items in this package shall be prepared and recoated as per this coating specification.

Surfaces are to be prepared by grinding, sandblasting or mechanical scaling with mechanical needle gun or equivalent as may be specified. At a minimum, surface preparation shall be to SSPC (Steel Structure Painting Council) specification of SP 3.

All coatings used must be compatible to the existing coatings.

As a minimum requirement for any painting, including touch-ups of damaged or otherwise affected areas, surfaces shall be prepared free of all loose rust, dirt, oil and grease. Touch-up painting shall be done using similar coating materials and systems to that existing, and shall match the surroundings to the maximum extent practical. Any existing system or equipment markings shall be protected or re-applied in accordance with the above guidelines.

Throughout the performance of this specification, all fasteners shall be liberally coated with anti-seize compound or other lubricant appropriate to the given service application. All gaskets disturbed shall be replaced with new, contractor-furnished gaskets of the appropriate material, thickness and service applicable to the given installation. Any sealant compounds, seals or packing materials installed shall meet original equipment manufacturer's specifications.

GENERAL NOTE:

It shall be the responsibility of the Contractor to confirm with the Owner's Representative, all or any sizes, shapes, types, dimensions, colors, materials, parts, technical requirements, data and/or processes required to effectively make associated repairs and/or modifications per these specifications prior to the commencement of work.

Should the contractor find it necessary to remove or shift any parts of the vessel or her fittings, stores or liquids (fuel, water, lubes, oils, etc.),the same shall be done at the Contractors expense. No transference of oil or water is to take place to, from or within the vessel, unless specifically agreed to by the COTR. The contractor shall thoroughly investigate all systems and system drawings involved in the transfer have a complete knowledge of quantities and particulars of fluids involved and ensure their safe transfer. Contractor shall develop procedures for transfer of liquids in accordance with regulatory guidelines. Copies of the procedures shall be submitted to the MARAD COTR / Surveyor. All transfers shall be documented, and copies delivered to the COTR prior to transfer of any liquids, fittings or stores. All removals shall be subsequently replaced; any damage or loss resulting from the

contractor's actions shall be made good by the contractor. Should any portion of the vessel or equipment require alterations in order to carry out the work, the contractor shall do so at their own expense.

The contractor agrees and shall notify COTR of the occurrence of any accident of whatsoever nature, arising out of or in any way connected with the performance of this contract, whether said accident is aboard ship, ashore, dockside, or afloat alongside, regardless of whether the accident involves any employee of the contractor or any individual, their property, or the property of the Government. The contractor further agrees to use its best efforts to avoid accidents and to prevent damage to the vessel or its appliances.

MATERIAL QUALITY

All material, equipment, etc., used in the performance of the specifications shall be at least equal to that of the original, be certified by an established industry-wide recognized firm for marine application and in full compliance with the rules, regulations and requirements of the American Bureau of Shipping (ABS) and U.S. Coast Guard (USCG), where applicable. In addition, all contractor furnished bolting shall be U.S. Thread National Course or National Fine.

PERIPHERAL ACCESS

All equipment, machinery, systems, tankage, etc. opened in the performance of the specifications, including all interference's, removals, etc., in way of shall be closed-up, reinstalled, replaced, etc., as original with new gaskets, packing, fasteners, etc. including caulking and washers to studs of manholes, access covers, etc. Said equipment; machinery, systems, tankage, etc. shall be tested in accordance with accepted practices to prove tightness and proper operations upon completion of work.

NOTE:

Contractor shall maintain a list of loosened, opened altered fasteners and/or closures and demonstrate tightness of it upon completion of work to the Owner's Representative. Contractor shall maintain a list of all blanking, plugging, etc., installed for testing purposes and demonstrate removal of same to the Owner's Representative.

REQUIRED CLEANLINESS OF WORKSPACES

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

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

The vessel shall be delivered in a condition at least equal to when received by the Contractor. A mutual inspection of the entire vessel by the Owner's Representative, and the Contractor, is to be conducted before commencement and upon completion of contract. Owner's Representative shall decide all disputed matters.

VESSEL EQUIPAGE

Except when specified in writing from the Owner's Representative, the Contractor shall not use any of the vessel's spare parts, equipage, material, equipment in the performance of specifications, including mooring lines, etc. Any spare parts, equipage, material, etc. authorized for use by the Contractor are to be replaced, at the Contractor's expense, prior to the completion of the contract. The Contractor shall be responsible for all deficiencies and the prompt and proper restoration of same and all deficiencies arising from the Contractor's use of the vessel equipage, machinery, etc.

OTHER HAZERDOUS MATERIALS

The Contractor must recognize that Shipowner's vessels often contain hazardous materials whose handling is required in the performance of work. In addition to asbestos, other hazardous materials which may frequently be encountered include, but are by no means limited to, mercury, certain hydraulic oils, liquid cargo products, lead, and lead-based anti-foulants. Safe, proper and lawful handling, including disposal, of such material is the Contractor's responsibility, whether or not it is identified in this Contract. If a suspected hazardous material/substance can not be clearly identified or documented, it shall be the Contractor's responsibility to take necessary samples for proper identification/documentation of the substance(s). The resultant analysis shall dictate the Contractor's specific handling requirements as per all Federal, state and local regulations. Additional charges for the handling of hazardous materials **will not** be allowed for those items specifically identified in the Contract/Specification.

VESSEL PARTICULARS

VESSEL NAME: U.S.T.S. ENTERPRISE

EX: VELMA LYKES/CAPE BON

Official Number:	509652
ABS Identification Number	6704200
International Maritime Organization Number	6621662
Builder:	AVONDALE
Year Built:	1967
Where:	NEW ORLEANS, LA
Vessel Type:	PUBLIC NAUTICAL SCHOOL SHIP
Call Sign:	KVMU
Gross Tons:	13,886
Length Overall:	540 feet
Length Between Perpendiculars:	514 feet
Beam (Molded):	76 feet 2 inches
Depth (Molded at Main Deck):	42 feet 6 inches
Draft: (Max, Keel-S.L.L.):	32 feet 8 inches
Boiler Manufacturer and type	Foster Wheeler, D Type
Turbine Manufacturer and Type	Delaval Cross Compound
SSTG Manufacturer and Type	Delaval
SSDG Manufacturer and Type	Wartsilla 8L20
Propeller Manufacturer and Type	4 Blade
Bow Thruster Manufacturer and Type	Lirren Controllable Pitch

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SHIPS CREW:

Captain	Thomas Bushy	Chief Engineer	William Laffan
Chief Mate	James Taddia	1 st A/E	-
2 nd Mate	Peter Weiss	-	-
AB	Skip Goodnow	-	-
BR	Sherry Ridley	-	-

0001 GENERAL SERVICES SECTION

0001.01 GAS FREE CERTIFICATE

Prior to the start of all hot work or enclosed space inspections, the Contractor must provide the services of a Certified Marine Chemist to monitor the gas free state and to issue a gas free certificate in all spaces where hot work or inspections are to be performed. No hot work shall be permitted until the compartment involved and all surrounding areas have received a "Safe for Men - Safe for Hot Work" certificate issued by the Certified Marine Chemist. All compartments must be re-certified and all gas free certificates must be updated every 24 hours or whenever conditions change in the vicinity of the hot work. A certified shipyard competent person may be used to re-certify a space only if the re-certification falls within the 24-hour limit and conditions have not changed in the space.

The Contractor must provide the services of a Marine Chemist to certify "Safe for Men" all cofferdams, ballast tanks, void spaces, double bottom tanks, deep tanks, pressure vessels, etc., which must be entered during the period of performance of the contract. The tanks that must be certified include all tanks required to be opened for regulatory body inspection and for shipyard repairs. The Contractor must remove all access covers to the tanks as necessary in support of this item and close all accesses as original after the work and/or inspections have been completed. The tanks must be closed in good order using all new gaskets and providing new fasteners, as required. The Contractor shall vent all spaces using forced ventilation to obtain the "Safe for Men" atmosphere required to obtain the certification of the tanks by the Marine Chemist.

Three (3) copies of all Gas Free Certificates must be made available. Each copy must be delivered to the proper person, or location, before entry and/or start of hot work. Distribution of the certificate copies is as follows:

- One copy to Owner's Representative;
- One copy for display at Gangway;
- One copy to be posted at the area.

The Contractor must develop a check-off list, which contains all tanks that have been opened during the period of performance of the contract. The check-off list must include the name of the tanks, the location of the tanks, the date the tanks were opened, and the date the tanks were closed. Submit an updated copy of the check-off list to the Owner's Representative on a daily basis.

0001.02 CRANE SERVICE

Limited crane services may be used by the ship's crane. Contractor to provide the services of a crane operator and crane tender to assist in the performance of all work items required by the contract, and to assist the ships crew as directed by the Owner's Representative. The crane must be

available to the ship's crew within 4 hours of notification to the Contractor during normal working hours (8 AM to 5 PM).

All costs incurred by the use of the crane will be the sole responsibility of the Contractor.

0001.03 FIRE PROTECTION

The Contractor must provide fire protection to the ship. All Fire Protection shall comply with the National Fire Protection Association, "Standard for Fire Protection of Vessels During Construction, Repair, and Lay-up", NFPA 312.

In addition to the above requirement, furnish and install hose manifolds (minimum of 3) and sufficient 1-1/2 inch fire hose lengths to reach throughout the entire vessel. Each manifold must be charged by a 2-1/2 inch fire hose and branch off into two separate 1 -1/2 inch fire hoses. One manifold must be placed forward, one manifold must be placed mid-ship, and one manifold must be placed aft. All manifolds must be placed on the main deck. The manifolds shall be pressurized by a dedicated shore service fire pump. The pressure at each manifold shall be maintained at a minimum of 100 *PSIG* while providing sufficient flow. Each manifold shall be equipped with a gauge to monitor the pressure of the system. In addition, each manifold must also be equipped with two (2) quick closing ball valves installed prior to the downstream hoses (each hose must have one dedicated shut off valve). The downstream hoses shall not be pressurized unless required by an emergency. An all-purpose nozzle is to be attached to the end of each hose.

Note:

Vessel fire main system, hoses, and equipment shall not be used.

0001.04 FIRE WATCH

The Contractor shall furnish and ensure a trained dedicated fire watch is at the work site during the performance of any hot work operations throughout the period of performance of the contract. The fire watch shall have the sole responsibility of fire safety. The fire watch shall not perform other work while assigned to the fire watch. All fire watches must be equipped with appropriate fire extinguishers and/or other fire fighting gear. The Contractor will not be allowed to use ship's fire extinguishers. Strict adherence to rules and regulations of Certified Marine Chemist and NFPA regulations shall be instituted during the entire repair period.

0001.05 BILGE PUMPING

The Contractor shall provide labor, material, and equipment to pump and maintain all bilge's dry throughout the vessel (including cargo holds and machinery spaces) for the duration of the shipyard period. The bilges must be left in a dry condition at the end of each workday. At no time shall the engine room bilges be allowed to rise more than 2 inches above the tank top. The Contractor will be responsible to sample all bilge water suspected of containing contaminants and dispose of the

water in accordance with all local rules, state and federal regulations. The Contractor shall provide oil boom retention as necessary during any oil or slops transfer operations.

0001.06 GARBAGE DISPOSAL

The Contractor shall provide the necessary labor, material and equipment to remove all contractor-generated garbage, trash, and debris from the ship on a daily basis. Dispose of the garbage, trash, and debris in accordance with local rules, state and federal regulations. The exact location to place the dumpsters will be designated by the Owner's Representative. The dumpsters shall be emptied by Contractor on a daily basis and the contents must be disposed of in accordance with the aforementioned statement.

The Contractor must clean up all work sites onboard the ship on a daily basis. As a minimum, the clean up shall include the removal and disposal of all trash and debris generated by the shipyard personnel. At no time shall the build up of Contractor generated trash and debris interfere with the movement and operation of the ship's crew. The dumpsters shall be emptied by the Contractor's service provider when full, and replaced with an empty dumpster. The contractor shall confer with his service provider to ensure that any materials requiring special disposal requirements be segregated, and to ensure that all generated wastes are disposed of in accordance with all applicable federal, state and local regulations.

Note:

Before the start of all work, the owner's representative and the contractor's representative must perform a joint cleanliness inspection of the ship.

Upon completion of all work, the Contractor must ensure the cleanliness of the ship is equal or better than the original condition found during the initial cleanliness inspection. The Owner's Representative and Contractor's Representative shall perform a final and joint inspection of the ship before the vessel departing the berth.

0001.07 COMPRESSED AIR

The Contractor shall supply sufficient compressed air during the entire period of performance of the contract to meet the requirements of the Contractor. The compressed air shall be free of moisture and oil. As a minimum, the Contractor must provide sufficient engine room and main deck air manifolds, as well as all necessary hoses and fittings, to meet the required needs of the Contractor. Provisions for dry air to be used for instrumentation testing must be provided.

Note:

Ship's air system/piping shall not be used unless agreed to by the Owner's Representative.

0001.08 TEMPORARY LIGHTING

The Contractor shall furnish all labor, material and equipment to set-up temporary lighting in all spaces and tanks where work is to be carried out. The temporary lights shall be installed to support shipyard personnel. The Contractor will be responsible to provide and set up temporary lighting as

directed by the Owner's Representative. The Owner's Representative can designate at any time during work period that temporary lighting be installed in any space aboard the vessel. All power supplies are to be connected/disconnected as necessary.

0001.09 PORTABLE TOILET

The Contractor shall provide portable toilet facilities for use exclusively by contractor personnel.

0001.10 DECK COVERINGS

Contractor shall lay a protective coating of herculite in all areas of the super structure where work is to be performed. Protective coverings to be taped and maintained until completion of contract. The Contractor shall provide labor and material to repair, and maintain the deck coverings in all applicable areas of the super structure. The protective coverings must remain securely and neatly taped and maintained throughout the duration of the contract. At the completion of the contract and upon approval from Owner's Representative, the Contractor shall remove all deck coverings throughout the ship.

0001.11 DOCK TRIALS

The dock trials shall be conducted as a preliminary quality control of the work completed by the Contractor on the propulsion machinery and as a verification of the general condition of the machinery and systems. The dock trial will be scheduled in coordination with the completion of work on all propulsion and auxiliary systems required to be demonstrated to the regulatory inspectors. The estimated time length of the dock trial and associated tests is one (1) full 12-hour day. The owner expects to commence system line up and testing 5 days prior to dock trial.

The Contractor shall provide additional assistance other than described within other items in this specification to the Owner's Representative and ships force during all phases of testing during the dock trials. The Contractor must provide qualified supervisory personnel to witness and evaluate the testing of all equipment during the dock trial. The intent of the Contractor's presence during the dock trial is to expedite all repairs deemed necessary during the testing of the shipboard equipment.

All Contractor related deficiencies revealed during the dock trials shall be corrected by the Contractor without delay, prior to the sea trial, and at no additional cost to the Owner.

Deficiencies, which are outside the responsibility of the Contractor may be addressed via Change Orders and corrected without delay.

0002 SPECIAL SURVEY, HIGH PRESSURE TURBINE

Provide all labor and material to open the main engine high-pressure turbine for internal inspection for ABS Special Survey Credit. The contractor will furnish the services of a technical representative who is a recognized turbine expert, to oversee the opening, inspection, and reassembly of the equipment.

The intent of this item is to do the required readings and inspections without lifting the turbine casings. Take and record bearing bridge gage readings and bearing clearances. Check thrust and nozzle clearances and float. All openings into turbine casing are to be covered and protected whenever work is interrupted.

Take and record blade clearance readings.

All parts and gasket surfaces are to be thoroughly cleaned to the technical representative's and the Owner's Representative's satisfaction before reassembly.

Take and record clearance readings and bridge gage readings and bearing clearances. Check thrust and nozzle clearances and float. Assembly and bolt tightening shall be done in accordance with the applicable instruction manuals.

Provide four (4) typewritten copies of a condition report, including all clearance readings, to the Owner's Representative.

0003 SPECIAL SURVEY, LOW PRESSURE TURBINE

Provide all labor and material to open the main engine low-pressure turbine for internal inspection for ABS Special Survey Credit. The contractor will furnish the services of a technical representative who is a recognized turbine expert, to oversee the opening, inspection, and reassembly of the equipment. The intent of this item is to do the required readings and inspections without lifting the turbine casings

Take and record bearing bridge gage readings and bearing clearances. Check thrust and nozzle clearances and float. All openings into turbine casing are to be covered and protected whenever work is interrupted.

Take and record blade clearance readings as directed.

All parts and gasket surfaces are to be thoroughly cleaned to the technical representative's and the Owner's Representative's satisfaction before reassembly.

Open the low pressure exhaust truck for examination of the last row of a head low pressure blading and the astern blading.

Reassemble the IP turbine when directed. Take and record clearance readings and bridge gage readings and bearing clearances. Check thrust and nozzle clearances and float. Assembly and bolt tightening shall be done in accordance with the applicable instruction manuals.

Provide four (4) typewritten copies of a condition report, including all clearance readings, to the Owner's Representative.

0004 SPECIAL SURVEY, HP & LP FLEXIBLE COUPLINGS

Provide all labor, materials, and services to remove covers as required to gain access to the high and low-pressure turbine's flexible coupling. Remove coupling bolts and open out coupling for ABS inspection for Special Survey credit. Clean coupling to the satisfaction of the surveyor and technical representative.

The contractor will furnish the services of a technical representative who is a recognized turbine expert, to oversee the opening, inspection, and reassembly of the equipment.

Reassemble and close up coupling in good order when directed.

0005 SPECIAL SURVEY No. 1 & 2 SSTG

Provide all labor, materials, and equipment to open the No. 1 and 2 ship's Service Turbo Generators for internal inspection for ABS Special Survey credit. Survey to include generator turbine with its respective reduction gears, governor, overspeed trip, safety devices, bearings, oil pump, sump, oil cooler and seals.

The contractor will furnish the services of a technical representative who is a recognized turbine expert, to supervise the opening, inspection, and reassembly of the equipment.

Remove all lagging and lagging pads from the No. 1 & 2 SSTG and adjacent piping as required for access and disassembly. Lagging shall be handled and stored for reinstallations.

Make all necessary removals for opening and inspecting turbines and reduction gears with all related accessories including bolting, gauges, thermometers, piping, valves, tubing, vent ducts and wiring in way of turbine and gear casing. Remove end cover plates at turbine and thrust bearing. Check thrust and nozzle clearances and float. Remove upper half of turbine and pinion coupling guard. Break coupling at turbine and pinion end. Clean coupling. Check clearances.

Remove end cover, bearing caps, oil guards, upper bearing bushings and thrust bearing. Remove packing box caps, upper halves out of labyrinth housings. Remove casing bolts, install lifting guides and raise top casing. Measure and record bearing sizes and design clearance. Remove labyrinth packing top and bottom casings. Clean packing, remove high and rough spots from packing. Clean packing grooves. Clean packing springs and replace packing. Unbolt and raise gear casing and pinion cover. Place to one side and secure. Check reduction gear thrust and coupling float. Remove low speed gear bearing caps, thrust cover and upper oil guard. Remove and clean bearings. Measure and record journal and bearing sizes. Compare sizes to manufacturer's specifications. Thoroughly clean and wash both halves of coupling, gear, and generator ends.

All parts and gasket surfaces are to be thoroughly cleaned to the Owner's Representative's satisfaction before reassembly.

Reassemble turbo generator when directed. Take and record clearance readings and bearing clearances. Check thrust and nozzle clearances and float. Assembly and bolt tightening shall be done in accordance with the applicable instruction manuals. After testing of SSTG's and when directed, reinstall previously removed lagging and pads to originally condition.

Submit four (4) typewritten copies of a condition report, including all clearance readings, to the Owner's Representative.

Contractor shall prepare the surface, prime, and coat all new and disturbed surfaces resulting from the performance of this item. Contractor shall provide staging as needed.

0006 SPECIAL SURVEY MAIN ENGINE MANEUVERING VALVE

Provide all labor, materials, and services to open the main engine-maneuvering valve for special survey credit.

Remove all lagging and lagging pads from the maneuvering valve and adjacent piping as required for access and disassembly. Lagging shall be handled and stored for reinstallation.

The contractor will furnish the service of a technical representative to oversee the opening and reassembly of the maneuvering valve.

Open up the steam strainers, thoroughly clean and reinstall complete with new gaskets. Disconnect and remove bonnet from astern throttle valve, astern guarding valve, ahead governing valve, and ahead throttle valve. Grind and lap in valve seats and discs to a true surface.

Clean and inspect all parts for wear and cracks. Check valve stems for alignment. Polish and chase all threads.

Open up hydraulic piston unit. Remove piston and calibrate cylinder. Renew piston rings.

Upon completion and after inspection by ABS and Owner's Representative reassemble all valves and valve-operating mechanism with recommended clearances complete with new contractor furnished gaskets.

Stand by for testing and operation of valve during testing.

After testing and when directed, reinstall previously removed lagging and pads to originally condition.

0007 MAIN STEAM STRAINER

Provide all labor, materials, and services to open the main steam strainer for examination by ABS, US Coast Guard, and the Owner's Representative.

Remove all lagging and lagging pads from the steam strainer and adjacent piping as required for access and disassembly. Lagging shall be handled and stored for reinstallations.

Open strainer and remove strainer basket clean all parts and present for examination.

Upon completion and when directed close strainer backup using new contractor furnished gasket.

After testing and when directed, reinstall previously removed lagging and pads to originally condition.

0008 SPECIAL SURVEY MAIN THRUST BEARING

Provide all labor, materials, and services to open up the main thrust bearing for special survey inspection under the supervision of the contractor-furnished technical representative.

Remove covers as required to gain access to the main thrust bearing. Remove two ahead and two astern thrust shoes for inspection by ABS Surveyor and the Owner's representative, for Special Survey credit.

Upon completion of inspection and when directed close back up using new contractor furnished gaskets.

Contractor shall disconnect and remove any and all interference's, such as handrails, piping, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0009 SPECIAL SURVEY LINESHAFT BEARINGS

Provide all labor, materials, and services to open up one (1) line shaft bearing as directed.

Remove and rig aside the line shaft bearing caps and upper bearing halves. Center punch the bearing caps to match pedestal and upper halves to facilitate return as original. Deflect and support shaft as may be required to roll out lower bearing half for inspection by ABS and the Owner Representative. Upon completion and when directed, clean bearing oil sump and close bearings back up with new contractor furnished gaskets. Fill bearings with owner furnished oil and prove all joints tight.

Contractor shall provide unit pricing for any additional line shaft bearing's that may be required to be opened for ABS Survey.

Contractor shall disconnect and remove any and all interference's, such as handrails, piping, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0010 SPECIAL SURVEY MAIN REDUCTION GEAR

Provide all labor, materials, and services to open up the main reduction gear for special survey credit. The contractor will furnish the services of a technical representative, who is a recognized gear expert, to oversee the opening, inspection, and reassembly of the reduction gear.

Prior to opening, thoroughly brush clean the top of the main reduction casing and remove all debris. Wipe down the casing top with clean solvent dampened rags. Cover the casing with plastic sheeting until ready for inspection. Contractor shall notify ABS Surveyor and the Owner's Representative when reduction gear is ready for inspection. When directed by the Owner's Representative, open all top inspection covers and remove cork gaskets. Special care shall be taken to ensure that no pieces

of gasket or any other foreign matter enters the casing. The inspection covers shall remain secured unless the Owner's Representative or the owner furnished technical representative is present.

Upon completion of inspection and when directed, close all inspection covers with new contractor furnished cork gaskets.

0011 MAIN CONDENSER

Provide all labor and material to open the main condenser for examination by ABS, US Coast Guard, and the Owner's Representative.

Open access covers and set aside. Drain and pump condenser dry. Condenser shall not be drained to the engine room bilges. Clean tube sheets and inside of tubes free from all marine growth by the use of tube cleaning brushes, water and compressed air.

Erect shoring under main condenser with footing to span across framing to distribute load of condenser to the deck framing. Fill condensers with dye-treated fresh water at condensate side and test tube sheets and tubes using the "black light" method.

Contractor shall develop a report, which demonstrates the location of tube plugs located in the inlet and outlet tube sheets. The report shall also indicate all tubes found to be leaking (if any) during the performance of the "black light" test.

At completion of inspection and when directed drain condenser to shore. Water shall be disposed of by contractor in accordance with all state, local and federal regulations.

Upon completion and when directed remove shoring and close all condenser covers using new contractor furnished zinc anodes, gaskets and fasteners. Fasteners shall be of same size and grade as original found.

0012 SPECIAL SURVEY PUMPS

Provide all necessary labor, materials, and services to open the below listed service pumps for special periodical survey ABS.

Open out all centrifugal and reciprocating pumps for inspection. Inspect pumps and provide a detailed condition report of findings. The condition reports shall contain as a minimum the following: wear ring clearances, condition of impeller and pump casing, any misalignment between pump and drive motor, etc. Clean all parts and prepare pumps for inspection by ABS Surveyor and Owner's Representative. Upon completion and when directed, close pumps back up with new contractor furnished mechanical seals and new contractor furnished pump bearings, gaskets and 316 stainless steel fasteners.

Furnish the service of qualified personnel to align pumps and electric motors in accordance and within the below listed shaft alignment standards. Any damage to pump and mechanical seals as a result of misalignment shall be the responsibility of the contractor.

For estimating purposes, pump bearings shall be of standard size and type. Any pumps with special bearing will be addressed separately.

Contractor shall disconnect and remove any and all interference's, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

Contractor shall prepare the surface, prime, and coat all new and disturbed surfaces resulting from the performance of this item. Contractor shall provide staging as needed.

BIDDER'S ARE TO TAKE NOTE THAT ALL PUMPS ON THE SPECIAL SURVEY REGISTER ARE BELIEVED TO BE ON THE LIST WHICH FOLLOWS (54 EQUIPMENTS). SHOULD ANY PUMP OR COMPRESSOR BE REQUIRED FOR OPEN AND INSPECT THAT IS NOT ON THIS LIST, THE WORK SHALL BE FUNDED ON A PRO-RATA BASIS. SIMILARLY, SHOULD ANY EQUIPMENT NOT BE REQUIRED TO BE OPENED, A CREDIT SHALL BE PROVIDED ON A PRO-RATA BASIS.

Alignment Tolerances (Acceptable Limits)

Shaft Alignment Standards (tolerances) at the Coupling

Machine RPM	Angularity		Offset	
	[mils/10" coupling diameter]		[mils]	
1 mil = 0.001"	Excellent	Acceptable	Excellent	Acceptable
600	10.0	15.0	5.0	9.0
900	7.0	10.0	3.0	6.0
1200	5.0	8.0	2.5	4.0
1800	3.0	5.0	2.0	3.0
3600	2.0	3.0	1.0	1.5
7200	1.0	2.0	0.5	1.0

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PUMP LIST

PUMP LIST (AMR)

<u>PUMP</u>	<u>MFR & MODEL</u>	<u>TYPE</u>
Saltwater Service/ Sanitary #1 and #2	BURKS cat # T3100GA7-1-1-1/2	centrifugal
Saltwater cooling to chiller	BURKS cat # T3250G7-2-1/2	centrifugal
Fire Pump #3	BURKS cat # T3500G9-2-1/2	centrifugal
Chiller Circ & Bilge pump #1 and #2	CROWN #B30-7X	centrifugal
NIREX Hot Water Circ	ALFA LAVAL DESALT # CNL0246 CNL150-150 1250	centrifugal
NIREX DISTILLATE	THREE PUMPER Type: ESD-23	centrifugal
NIREX Attemporating Boost pump	BURKS cat # 5CT6M	centrifugal
WARTSILA CW Preheat pump	GRANDFOS Type TP40-8012-A-F-A-BUBE Model 49Z50063-P1-0044	centrifugal
START AIR COMPRESSOR #1 and #2	QUINCY Model # 325	air compressor
HAMWORTHY MSD: BLOWER # 1 and #2	HAMWORTHY #91191-01A	rootes type Blower
HAMWORTHY MSD EFFLUENT PUMP # 1 and #2	HAMWORTHY # 91191-01D	
BOILER COLD START TRANSFER PUMP	VICAN MODEL # HL-190	
LUBE OIL TRANSFER	Ingersoll Dresser Size 5GAFM1DO	gear
DIRTY FUEL OIL PUMP	OBERDORFER Model OBN992M-F36	

SPRINKLER SYS PUMP	PATTERSON size and type: 5x3 VIP	single stage centrifugal
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PURIFIER # 1 and #2

CHILLED WATER PUMP #1 and #2

DIESEL GENERATOR COOLING WATER PUMP

PUMP LIST - MAIN MACHINERY SPACE

BILGE & BALLAST pump	Fairbanks Morse Type: Fig, 5811	centrifugal
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Aux. Condensate #1 and #2	Fairbanks Morse Type: Fig. 5942C	
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F.O. Service	IMO	gear
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L.O. Service	IMO Model 323BV-400	gear
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Aux. Circ. #1	Fairbanks Morse Fig. 5812	centrifugal
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General Service	Fairbanks Morse Fig. 5811	centrifugal
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Sea Water Service	Fairbanks Morse Fig. 5811	centrifugal
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Main Circ.	Fairbanks Morse Fig. 5811	centrifugal
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Mn. Condensate #1 and #2	Fairbanks Morse Fig. 5942C	centrifugal
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Aux. Circ.	Fairbanks Morse Fig. 5812	centrifugal
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Distiller S.W.	Fairbanks Morse	centrifugal
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Feed #1 and #2	Fig. 5812	
Distiller Brine Pump #1 and #2	WEIL PUMPS Type AUM	centrifugal
Distiller Distillate Pump #1 and #2	WEIL PUMP Type KJNI	centrifugal
Inport Feed Pump		
F.O. Service Standby Pump		
L.O. Service Standby Pump		
Ships Service Air Compressor		
Control Air Compressor		
No. 1 Fire Pump		

0013 FEED WATER PUMPS

Provide all labor, materials, and services including Coffin Turbo Pump service technician to open the two main feed water pumps for examination by ABS and the Owner's Representative and shall attend start up and operation of pumps during dock trials.

Remove all lagging and lagging pads from the feed water pumps and adjacent piping as required for access and disassembly. Lagging shall be handled and stored for reinstallations.

Open the two (2) feed water pumps, take and record all clearances and provide a written report of findings to the Owner's Representative. Clean all parts and prepare pumps for inspection by ABS Surveyor and Owner's Representative.

Upon completion and when directed, close pumps back up with new Contractor furnished seals, pump bearings and gaskets.

After testing and when directed, reinstall previously removed lagging and pads to originally condition.

In the event the ABS attending surveyor elects not to open both pumps, a credit shall be provided equal to one half the bid price of this CLIN.

0014 DC HEATER

Provide all labor, materials, and services to open, drain, and thoroughly clean the DC heater. Unbolt manhole plate, and open out for cleaning and examination of internal components by ABS, US Coast Guard and the Owner's Representative. Examine spray nozzles. Upon completion and

when directed, close up the DC Heater in good order using a new contractor furnished gasket. Prior to closing up manhole plates, all threads shall be chased and coated with a high temperature anti seize compound.

0015 MAIN AND AUXILIARY AIR EJECTORS

Provide all labor, materials, and services to open and clean Main and Auxiliary air ejectors for examination by ABS, US Coast Guard, and the Owner's Representative.

Remove all lagging and lagging pads from the air ejectors and adjacent piping as required for access and disassembly. Lagging shall be handled and stored for reinstallations.

Open up, clean and, prepare for examination all air nozzles, tubes and / or other components. Contractor shall notify ABS Surveyor and the Owner's Representative when the equipment is ready for inspection. Contractor shall test all tubes with hydrostatic head, take throat readings of nozzles and provide a condition report to the Owner's Representative. Upon completion and when directed, reassemble air ejectors with new contractor furnished Zinc anodes in covers and new contractor furnished gaskets and fasteners. Fasteners shall be of same size and grade as original found.

After testing of Air Ejectors and when directed, reinstall previously removed lagging and pads to originally condition.

0016 PRESSURE VESSELS

Provide all labor, materials, and services to open and internally clean pressure vessels for examination by ABS, US Coast Guard, and the Owner's Representative. Upon completion of inspections and when directed, close back up each pressure vessel using new contractor furnished gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Pressure vessels include:

- Ship's service air receiver's
- Control air receivers
- Fresh water pressure service tanks
- Hot Water Heaters
- Salt Water Flushing Pressure Tank

All relief valves for each unit shall pressure tested for ABS and USCG. It shall be the Contractor's responsibility to either test units in place or to remove to shop for test. ABS and USCG shall approve the test procedure.

0017 CONTAMINATED DRAIN TANK

Provide all labor, materials, and services to open and clean the contaminated drain tank for examination by ABS, US Coast Guard, and the Owner's Representative.

Open bolted manhole covers on top of tank and side of tank. Pump any standing water out of the tank and off the ship. Clean all tank internals free of scale, debris, sludge, etc. When all solids have been removed, high pressure fresh water wash (3000psi) the tank in its entirety to remove all salts, residual mud, fouling, etc., Upon completion, tank shall be pumped and thoroughly dried.

Contractor shall notify the Owner's Representative when the tank is ready for inspection. At completion of inspection and when directed, close tank back up as originally found with new contractor furnished gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Contractor shall prepare the surface, prime, and coat all new and disturbed surfaces resulting from the performance of this item. Contractor shall provide staging as needed.

0018 PORT AND STBD AUXILIARY CONDENSERS

Provide all labor, materials, and services to open and clean the port and stbd auxiliary condensers for examinations by ABS, US Coast Guard, and the Owner's Representative.

Unbolt and remove inlet and outlet headers from both condensers and set aside. Clean tube sheets and inside of tubes free from all marine growth by the use of tube cleaning brushes, water and compressed air.

Erect shoring under condensers with footing to span across framing to distribute load of condensers to the deck framing. Fill condensers with dye-treated fresh water and test tube sheets and tubes using the "black light" method.

At completion of inspection and when directed drain condensers to shore. Test Water shall be disposed of by contractor in accordance with all state, local and federal regulations.

Contractor shall develop a report, which demonstrates the location of tube plugs located in the inlet and outlet tube sheets. The report shall also indicate all tubes found to be leaking (if any) during the performance of the "black light" test.

At completion of inspection and when directed drain condenser to shore. Water shall be disposed of by contractor in accordance with all state, local and federal regulations.

Upon completion and when directed remove shoring and close all condenser covers/headers using new contractor furnished zinc anodes, gaskets and fasteners. Fasteners shall be of same size and grade as original found.

0019 LUBE OIL COOLER

Provide all labor, materials, and services to open and clean the No. 1 Lube Oil cooler seawater side for examinations by ABS, US Coast Guard, and the Owner's Representative.

Unbolt and remove inlet and outlet headers from both coolers and set aside. Clean tube sheets and inside of tubes free from all marine growth by the use of tube cleaning brushes, water and compressed air.

Upon completion of inspections by regulatory bodies and when directed provide labor, materials and services to reassemble the coolers using new contractor furnished zinc anodes, gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Contractor shall disconnect and remove any and all interference's, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0020 FUEL OIL HEATER

Provide all labor, materials, and services to remove No. 1 fuel oil heater installed on the lower level of the engine room.

Disconnect all heaters and rig ashore to work shop for the below noted inspections and cleaning.

Blank off supply and discharge lines to prevent fuel oil residue from contaminating adjacent areas. The contractor will be responsible to remove all traces of fuel oil that escapes from piping connections during the performance of this specification item.

On arrival at shop remove all insulation and dispose of in accordance with federal and local laws. Disassemble all heaters. UT shell side of the heater with a minimum of 30 shots per heater.

Clean interiors free from all traces of fuel oil and conduct a visual examination.

Reassemble heater using new gaskets. In the presence of ABS, US Coast Guard, and the Owner's Representative, hydrostatically test heater in accordance with manufacturer's recommendations.

Upon completion and when directed, return heater to the vessel and install in place as original using all new contractor furnished gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Re-insulate all heaters with a non-asbestos type insulation material as originally found.

Contractor shall disconnect and remove any and all interference's, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0021 DRAIN COOLER

Provide all labor, materials, and services to open and clean Drain Cooler seawater side for examinations by ABS, US Coast Guard, and the Owner's Representative.

Unbolt and remove inlet and outlet headers from the cooler and set aside. Clean tube sheets and inside of tubes free from all marine growth by the use of tube cleaning brushes, water, and compressed air.

Upon completion of inspections by regulatory bodies and when directed, reassemble the coolers using new contractor furnished zinc anodes, gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Contractor shall disconnect and remove any and all interference's, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0022 FIRST STAGE HEATER

Provide all labor, materials, and services to open and clean the first stage feed water heater for examinations by ABS, US Coast Guard, and the Owner's Representative.

Unbolt and remove inlet and outlet header from heater and set aside. Clean tube sheets and inside of tubes free from all scale by the use of tube cleaning brushes, water, and compressed air.

Upon completion of inspections by regulatory bodies and when directed, reassemble the heater using new contractor furnished gaskets and fasteners. Fasteners shall be of same size and grade as original found.

Type: Horizontal Shell & Tube Heat Exchanger.

Contractor shall disconnect and remove any and all interferences, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be stowed in a secure area and reinstalled as originally found upon completion.

0023 REEFER AND AC CONDENSERS

Contractor shall open and clean one A/C Condensers seawater side and clean one domestic refer Condenser air-cooled sides for examinations by ABS, US Coast Guard, and the Owner's Representative. Upon completion of inspections by regulatory bodies and when directed, provide labor, materials and services to reassemble the condenser using new contractor furnished zinc anodes, gaskets and fasteners. Fasteners shall be of same size and grade as original found. Contractor shall disconnect and remove any and all interference's, such as handrails, ladders, and platforms etc. that is required to perform this item. Removals shall be Stowed in a secure area and reinstalled as originally found upon completion.

Contractor shall unbolt and remove inlet and outlet header from condensers and set aside. Clean tube sheets and inside of tubes free from all marine growth by the use of tube cleaning brushes, water, and compressed air.

0024 INSTALL CO2 WARNING ALARM SYSTEMS IN NO. 1 AND 2 HOLDS (DSN G042R)

Supply all labor and materials to install carbon dioxide personnel warning alarm systems in #1 and #2 cargo holds, where none presently exist. Location: After bulkhead in each hold, five locations: Number One Hold, Frame 40 Main Deck and Frame 42 Upper Tween Deck. Number Two Hold, Frame 66, Upper Tween Deck, Lower Tween Deck and Tank Top Level. Contractor is to provide and install all materials required .

Affected lines, originating in the CO2 Room are: lines 13, 14, 15, 21 and 22. Audible and visual alarms are required at all specified locations. Contractor shall tie in alarms so that any one line activated will sound all alarms in a given hold. All indicated lines shall be fitted with time delays, one-minute minimum.

Contractor shall supply manufacturer's technical representative to support installation and testing. All piping installations shall be hydrostatically tested to the satisfaction of the COTR. System installation shall be pre-tested for the COTR, and then demonstrated to the satisfaction of USCG. All work performed shall comply with ABS and USCG regulations, and all installations shall be accomplished to the satisfaction of the COTR. Four copies of the test reports shall be delivered to the COTR.

0025 REMOVE FOR INSPECTION ALL AIR ESCAPE VENT TERMINALS

Supply labor and materials to remove for ABS special survey inspection each of 82 air escape terminals. Remove screens, remove check balls and retainers, clean balls, retainers, and ball-check seats. Lay out all components for inspection by ABS and COTR. Upon satisfactory inspection, reinstall all components with new, contractor-provided CRES screen and Fasteners.

In addition to the work stated above, the Contractor shall provide unit pricing in the increments listed below for repairs/replacements. All prices shall be pro-ratable up or down as actual conditions warrant.

- S11.1 Check balls, estimate, qty 20 \$
- S11.2 Ball check terminal assembly, qty 15..... \$
- S11.3 Crop, prep and renew gooseneck piping, qty 10.... \$

List of Locations to be service:

No.	Tank/location	Service	Size
1.	Forepeak	ballast	2"
2.	Forepeak	ballast	2"
3.	Dp Tk II Fwd	fuel	2.5"
4.	Dp Tk II Fwd	fuel	2.5"
5.	Dp Tk II Aft	fuel	2.5"
6.	Dp Tk II Aft	fuel	2.5"
7.	DB 2 Port	ballast	2.5"

8.	DB 2 Stbd	ballast	2.5"
9.	B 2 Port	ballast	2.5"
10.	DB 2 Stbd	ballast	2.5"
11.	DB3 Stbd Inbd	fuel	2.5"
12.	DB3 Port Inbd	fuel	2.5"
13.	DB3 Stbd Outbd	fuel	2.5"
14.	DB3 Stbd Outbd	fuel	2.5"
15.	DB3 Stbd Inbd	fuel	2.5"
16.	DB3 Stbd Inbd	fuel	2.5"
17.	DB3 Port Inbd	fuel	2.5"
18.	DB3 Stbd Outbd	fuel	2.5"
19.	DB3 Stbd Outbd	fuel	2.5"
20.	DB4 Stbd Inbd	mud	2.5"
21.	DB4 Port Inbd	mud	2.5"
22.	DB4 Port Outbd	fuel	2.5"
23.	1000 gal SSDG D.O.	fuel	2.5"
24.	4000 gal SSDG F.O.	fuel	4.0"
25.	DB4 Port inbd	mud	2.5"
26.	Dirty Oil tank	fuel	4.0"
27.	DB4 Port Outbd	fuel	2.5"
28.	DB4 Stbd Outbd	fuel	2.5"
29.	No. 4 stbd drainwell	--	1.5"
30.	Port Settler	fuel	8.0"
31.	DB4 Stbd inbd	mud	2.5"
32.	DB5 Port fwd	fuel	2.5"
33.	F.O standpipe stbd	fuel	2.5"
34.	Cofferdam	--	1.5"
35.	Stbd Settler	fuel	8"
36.	Cofferdam	--	1.5"
37.	DB5 Stbd Fwd	fuel	2.5"
38.	Cofferdam	--	1.5"
39.	Cofferdam	--	1.5"
40.	DP Tk III Port	potable	2.5"
41.	Hot Well	water	1.5"
42.	DB6 Port	ballast	2.5"
43.	Cofferdam	--	1.5"
44.	Dp Tk III Port	potable	2"
45.	Dp Tk III Stbd	potable	2.5"
46.	Dp Tk III Port	potable	2.5"
47.	Hotwell	water	1.5"
48.	Hotwell III stbd	water	2.5"
49.	DB6 Stbd	ballast	2.5"
50.	Dp Tk IV Port	ballast	2.5"
51.	Dp Tk III Stbd	potable	2"
52.	DB6 Stbd	ballast	2.5"
53.	Dp Tk III Stbd	potable	2"

54.	DB6 Port	ballast	2.5"
55.	Hotwell III Stbd	water	2.5"
56.	Dp Tk IV Port	ballast	2.5"
57.	Dp Tk IV Stbd	ballast	2.5"
58.	Hot well IV P. Outbd	water	2"
59.	Dp Tk IV Stbd	ballast	2.5"
60.	Cofferdam	--	1.5"
61.	Cofferdam	--	1.5"
62.	Cargo oil drn tk	oil	2"
63.	Hot Well IV st outbd		2"
64.	Hot Well Dp Tk IV Port		2"
65.	Hot well Dp Tk IV Stbd		2"
66.	Cofferdam	--	1.5"
67.	Cofferdam	--	1.5"
68.	Dp Tk V Port	fuel	2.5"
69.	Dp Tk V Stbd	Fuel	2.5"
70.	Dp tk V Port	fuel	2.5"
71.	Dp Tk V Stbd	fuel	2.5"
72.	Void space	--	1.5"
73.	Afterpeak	ballast	2"
74.	Afterpeack	ballast	2"
75.	Kerosene tank	fuel	1.5"
76.	St Tube Lube Tk	oil	2.5"
77.	After MSD	--	2.5"
78.	Old sewage tk		2.5"
79.	Fwd MSD		8"
80.	Settler, DB5 PF, DB5cl	fuel	2.5"
81.	Settler, DB5 SF, DB5cl	fuel	2.5"
82.	DB5 Cl	slops	2.5"

0026 MEGGER READINGS

Contractor is to establish a listing of all electric, motors, cables, fixtures, generators, etc. and complete megohmmeter testing of all equipments and systems. Contractor shall provide four copies of the completed megger readings to the COTR upon completion of testing.

0027 EMERGENCY DIESEL GENERATOR

Contractor is to provide all labor and materials required to demonstrate the operation of the Emergency Diesel Generator to the satisfaction of the attending Regulatory Inspectors. Fuel, lube and overspeed trips shall be demonstrated, sequential starts, auto-start and bus tie operation shall be proven.

0028 AUXILIARY/SERVICE DIESEL GENERATOR

Contractor is to provide labor and materials required to demonstrate the operation of the Auxiliary/Ships Service Diesel Generator to the satisfaction of the attending Regulatory Inspectors. Fuel, lube and overspeed trips shall be demonstrated, sequential starts, auto-start and bus tie operation shall be proven.

0029 REPLACE/RELOCATE AMR STEAM REDUCING STATION (DSN G052R)

Supply all labor and materials required to replace the AMR 600/150# reducing station with a complete, new Leslie pilot operated reducing station. The new location of the reducing station shall be as directed by the Chief Engineer. Pipe brackets, hangers, fittings, and valve to be contractor provided and installed such as to properly assemble and secure the cross connection piping and valve. Tie in points to be identified by the COTR. Upon completion of installation, the contractor shall hydrostatically test the new and disturbed piping to the satisfaction of the COTR.

0030 INSTALL LEVEL INDICATING SYSTEM FOR D.O. DAY TANK (DSN M198C)

Supply all labor and material to install a new, contractor furnished GEMS Suresite Tank Level Indicator on the Diesel Oil Day Tank, complete with digital read-out at the Engine Room Operating Console.

Required unit is :

Gem SureSite Alloy version, standard indicator, type AA, connection code T/B 6, C to C length 11'6", complete with high and low alarm switches and alarm panel and optional continuous electrical output transmitter and SureSite Remote Indicator.

Contractor shall make tank penetrations, install spools, flanges, cut-out valves, piping, mount indicators, run and secure all cable and mount the remote indicator and alarms. Upon completion of all system component installations, the contractor shall provide the services of a GEM representative to ensure calibrations are correct and all indicators and alarms are correct. Final testing shall be to the satisfaction of the COTR.

0031 INSTALL LEVEL INDICATING SYSTEM FOR HFO DAY TANK (DSN M199C)

Supply all labor and material to install a new, contractor furnished GEMS Suresite Tank Level Indicator on the Heavy Fuel Oil Day Tank, complete with digital read-out at the Engine Room Operating Console.

Required unit is:

Gem SureSite Alloy version, standard indicator, type AA, connection code T/B 6, C to C length 11'6", complete with high and low alarm switches and alarm panel and optional continuous electrical output transmitter and SureSite Remote Indicator.

Contractor shall make tank penetrations, install spools, flanges, cut-out valves, piping, mount indicators, run and secure all cable and mount the remote indicator and alarms. Upon completion of all system component installations, the contractor shall provide the services of a GEM

representative to ensure calibrations are correct and all indicators and alarms are correct. Final testing shall be to the satisfaction of the COTR.

Testing. All piping installations shall be hydrostatically tested to the satisfaction of the COTR. System installation shall be pre-tested for the COTR, and then demonstrated to the satisfaction of USCG. All work performed shall comply with ABS and USCG regulations, and all installations shall be accomplished to the satisfaction of the COTR. Four copies of the test reports shall be delivered to the COTR.

SHIPBOARD TECHNICAL LIBRARY MATERIALS

The following Shipbuilder's Drawings (Avondale Shipyard) and conversion drawings (Bender Shipyard) are available only on board the vessel for reference and information:

REFERENCES

DRAWING NUMBER	TITLE	LOCATION
540TV-001-997-01 rev 4	Docking Plan (Bender Ship Repair)	R.O. / 10
C3-100S7-0-1BC rev 3	Docking Plan (Avondale Shipyard)	C.E. / 5
	UWILD, Hull Markings Plan	
540TV-001-583-01 rev E	Fire and Safety Plan (Bender Ship Repair)	R.O. / 5
540TV-001-801-01 rev K	General Arrangement (Bender Ship Repair)	R.O. / 8
C3-100S11-1-2 rev 28	Shell Expansion Aft (Avondale Shipyard)	C.E. / 1
C3-100S11-1-1A rev 12	Shell Expansion Fwd (Avondale Shipyard)	C.E. / 1
C3-100S29-1-3 BC rev 1	Tank Capacity Curves (Avondale Shipyard)	C.E. / 2
540TV-001-835-09 rev A	Tank Sounding Tables (Bender Ship Repair)	R.O. / 8
C3-100S29-6-3 rev 3	Welding Sequence (Avondale Shipyard)	C.E. / 2
540TV-001-100-05 rev B	Welding Sequence (Bender Ship Repair)	R.O. / 1
C3-100S48-23-1 rev 4	Sea Chests (Avondale Shipyard)	C.E. / 3
C3-100-S43-2-1 rev 4	Stern Tube Bearing and Seal Arrangement	C.E. / 2
C3-100S22-1-3 rev 6	Rudder Stock, Carrier & Bearing Arrangement	C.E. / 1
C3-100S43-1-1 rev 6	Arrangement of Shafting	C.E. / 2
C3-100S43-1-3 rev 4	Shafting Details Coupling Bolts & Propeller Nut	C.E. / 2
540TV-001-533-10 rev E	Hot and Cold Potable Water Diagram	R.O. / 4
	Heating, Ventilation and Air Conditioning	
	Sewage Plant Arrangement of Machinery	