

Market Survey of USCG Aids to Navigation (AtoN) Support Services Privatization



October 15, 2008

Prepared by: The Volpe National Transportation Systems Center, USDOT
Developed for: U.S. Coast Guard Headquarters, Office of Visual Aids to Navigation (CG-54131)

FINAL

 U.S. Department of Transportation
Research and Innovative Technology Administration

the
VOLPE
center

TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	BACKGROUND	1
1.2	PURPOSE.....	2
1.3	SCOPE.....	2
1.4	METHODOLOGY	3
2	SOURCES SOUGHT NOTICE	4
2.1.1	<i>First Notice</i>	5
2.1.2	<i>Second Notice</i>	6
2.2	OBSERVATIONS	7
3	MARKET RESEARCH QUESTIONNAIRE	9
3.1	VENDORS CONTACTED: INLAND ATON—WESTERN RIVERS	9
3.2	VENDORS CONTACTED: INLAND ATON—EAST AND GULF COASTS.....	11
3.3	VENDORS CONTACTED: TOWBOAT SERVICES—WESTERN RIVERS.....	13
3.4	OBSERVATIONS	15
3.4.1	<i>Task 1: Maintenance for Fixed Aids</i>	15
3.4.2	<i>Task 2: Construction and Maintenance of Fixed Aids</i>	15
3.4.3	<i>Task 3: Towboat Services</i>	16
4	RESULTS AND RECOMMENDATIONS	17
4.1	RESULTS.....	17
4.2	RECOMMENDATIONS.....	18
	APPENDICES	19

List of Tables

TABLE 2-1.	VENDORS RESPONDING TO THE FIRST NOTICE (VOLPE CONTRACTING OFFICE).....	5
TABLE 2-2.	VENDORS RESPONDING TO THE FIRST NOTICE (FEDBIZOPPS)	6
TABLE 2-3.	VENDORS RESPONDING TO THE SECOND NOTICE (VOLPE CONTRACTING OFFICE).....	7
TABLE 3-1	VENDORS CONTACTED FOR TASK 1: INLAND ATON—WESTERN RIVERS	10
TABLE 3-2.	VENDORS CONTACTED FOR TASK 2: INLAND ATON—EAST AND GULF COASTS	12
TABLE 3-3.	VENDORS CONTACTED FOR TASK 3: TOWBOAT SERVICES—WESTERN RIVERS.....	14
TABLE 4-1.	SUMMARY OF ATON PRIVATIZATION OPTIONS	17

Executive Summary

Overview

As mandated by 14 U.S. Code (USC) §2, §81, and §86, the United States Coast Guard (USCG) establishes, maintains, and operates maritime aids to navigation (AtoN) in order to aid navigation and to prevent disasters, collisions, and wrecks of vessels. The primary objective of the aids to navigation system is to mark navigable channels, and waterways and obstructions adjacent to those waterways and in areas of general navigation. These aids to navigation include beacons and buoys, which are either lighted or unlighted; beacons are AtoN structures permanently fixed to the earth's surface in either a terrestrial or aquatic environment, while buoys are floating AtoN moored to the seabed by sinkers and chains or other moorings of various lengths.

The USCG operates and maintains approximately 17,300 fixed AtoN structures along the East and Gulf Coasts from New Jersey to Texas; the majority of these structures are built and maintained by 13 Coast Guard Cutters, designated as Inland Construction Tenders (WLIC). On the Western Rivers, the USCG operates and maintains approximately 3,200 fixed AtoN structures and between 13,000 and 15,000 unlighted buoys; Western Rivers AtoN are maintained by 18 Coast Guard Cutters, designated as River Buoy Tenders (WLR). These USCG Cutters are well beyond their Design Service Life and require replacement. The USCG has determined that a major overhaul of these cutters does not result in a sufficient return on investment.

In support of a new acquisition project to replace these aging assets, the Office of Management and Budget (OMB) requested the USCG to “develop a work breakdown structure that will enable examination of discrete activities and asset requirements. Subsequent analysis should identify the optimum mix of public/private partnerships to execute these missions.” The work breakdown analysis completed by the USCG identified three activities that could be privatized: (1) maintenance and service of fixed AtoN on Western Rivers; (2) construction, repair, and rebuilding of fixed AtoN along East and Gulf Coasts; and (3) contractor-provided towboat services.

The USCG Headquarters Office of Waterways Management, Visual Navigation Branch, tasked the Volpe Center (Volpe) to provide a comprehensive assessment of the availability, capability, and cost effectiveness of potential commercial vendors providing the identified services in support of the USCG AtoN mission along the East and Gulf Coasts and Western Rivers of the United States.

Volpe used a two-phase market research approach. Phase 1 was a public announcement requesting vendor interest in providing these AtoN support services (Sources Sought Notice) listed on both the Federal Government’s FedBizOpps website and on Volpe’s Contracting Office website. Phase 2 was a market survey of vendors identified by the Volpe team through USCG contacts and the Internet. Vendors were classified into three groups: Inland AtoN—Western Rivers; Inland AtoN—East and Gulf Coasts; and Tugboat Services—Western Rivers. The response to both phases was so weak that Volpe reissued the Sources Sought Notice in a

different format and made numerous follow-up phone calls to vendors who did not respond to the first market survey. This additional effort produced sufficient data to reach limited conclusions.

Findings

The Phase 1 vendor response to the first Sources Sought Notice was limited; four vendors responded to the Volpe Contracting Officer and three vendors responded to the listing on the FedBizOpps website. Since one vendor responded to both listings, the total number of vendor responses was six. Considering these listings were advertised nationally, the responses are very disappointing. Since the USCG is planning to use these resources to post a Request for Proposal, it indicates there is limited vendor interest in bidding on these services. In an attempt to increase the number of responses, Volpe drafted three separate Sources Sought Notices corresponding to the three AtoN task areas and posted them on the FedBizOpps website. Three vendors responded to the Volpe Contracting Officer. Two of these vendors had responded to the prior solicitation; one vendor responded to the listing on the FedBizOpps website.

In Phase 2, Volpe identified 183 additional vendors who appeared to be capable of performing some or all of the services. However, this effort was restricted by the OMB requirement that Federal agencies obtain OMB clearance when collecting information from 10 or more persons. Volpe proceeded with the market survey but was restricted to contacting nine potential vendors in each area.

The market survey response was varied. Eight of the most qualified vendors (30 percent) declined to participate. Of the 27 vendors who agreed to participate, only 10 (37 percent) actually responded. Five out of nine vendors in the Western Rivers AtoN Maintenance group returned their surveys, seven out of nine in the East and Gulf Coasts AtoN Construction group, and only one out of nine in the Tugboat Services Western Rivers group. Only six vendors (22 percent) provided any cost information. Volpe made extensive follow-up efforts to contact the 10 vendors who did not respond to the survey through multiple phone calls and emails. This response rate was very low. Volpe's past experience in conducting market surveys has been that nearly every vendor contacted responds and frequently calls back numerous times to check on progress of the project.

Conclusions

The intention of this market survey was to provide a comprehensive assessment of the availability, capability, and detailed cost estimates of potential commercial vendors interested in providing various services in support of the Coast Guard's Inland AtoN mission. The generally weak response to the Sources Sought Notice indicates limited interest for providing the three described AtoN services. Volpe identified nearly 200 vendors capable of performing the required services. There are probably many more. The response to the Sources Sought Notice was less than 5 percent of the known vendors, while the phone call canvas response was stronger, nearly 37 percent. Despite this stronger response, it was still lower than Volpe's expectations of well over 50 percent.

Based upon the limited data collected, it appears that contracting these services will be difficult. The most promising activity for privatization is the construction of new aids along the Atlantic

and Gulf Coasts. It might also be possible to contract for some Western Rivers AtoN maintenance. The drawback is the limited capabilities of the responding vendors, with most only being able to cover small areas near their home base given their current resources. It seems likely the result would be large gaps in coverage. This might reduce the workload for some cutters, but it is unlikely it would completely eliminate the need for any cutters.

Table EX-1 summarizes the market survey results.

Table EX-1: AtoN Market Survey Results

<i>Privatization Option</i>	<i>Availability</i>	<i>Capability</i>	<i>Cost Data</i>
Maintain and service fixed aids on Western Rivers	Four of nine vendors responded.	Pile driving, towing, U/W inspections	Light repair work: ~\$1,200/day
Perform construction, repair and rebuild service of fixed AtoN along the East and Gulf Coasts	Seven of nine vendors responded; good response.	Pile driving, pier repair, debris removal, diving, pusher boats	Wide price range: \$2,000–\$10,000/day
Contractor towboat services	Two of nine vendors responded.	14 boats, 270–1,800 SHP	Estimated \$450/hr., not including fuel or work crew

The credibility of these findings could be improved by increasing the statistical sample size, but this would require the USCG to apply for OMB permission to contact a larger number of potential vendors, i.e., all 183 vendors identified by Volpe. This would be a labor-intensive process that would take at least a year to accomplish and would cost in the vicinity of \$150K. The USCG will have to decide if improving the credibility of this work is worth the additional cost and the time required.

The Army Corps of Engineers (USACE) has an existing contract for Tow Boat Services that is very similar to the services sought by the USCG. This USACE contract is for 1,800 hours per year at an average cost of ~\$450/hour. The hourly rate covers the rental of the boat and a five-man crew to operate the boat and does not include fuel or the cost of a work crew if needed. Despite the contract similarities, the USACE contractor did not respond to the Sources Sought Notice, nor did the contractor show up on Volpe’s list of potential vendors because the contractor had little or no information in the public domain.

Based on the data collected, Volpe concluded that rental of a 60-foot shallow draft boat is approximately \$3,600 per day, not including crew costs and fuel. Including a 10-person work crew for eight hours in costs would increase the amount to approximately \$6,200. Fuel would be an additional \$800/day, based on burning 200 gallons of fuel per eight-hour day at \$4/gallon. (Commercial vessels are required to pay fees on some rivers; this might be extra. It is unclear if a private boat on a Government contract has to pay these fees.) The total cost for a 60-foot boat for an eight-hour day of work would be approximately \$10,600, and for a 75-foot boat, costs would increase to approximately \$13,250. Leasing a 160-foot boat would be approximately \$28,260/day (although no vendors whom Volpe contacted could provide a boat this large).

Despite Volpe's best efforts, the limited market survey response means the cost estimates are considered Rough Order of Magnitude (ROM). This means that estimates could range from 20 percent too high to 10 percent too low.

Recommendations

Based on the limited data collected, it is difficult to predict the response to privatizing these three proposed AtoN functions. Contracting for these services may (1) require significant Government overhead and oversight, (2) carry service delivery interruption risk due to limited or localized contractor availability, and (3) be expected to carry higher costs due to lack of competition. This would be especially true in subsequent rebids.

Volpe recommends:

- Including a sensitivity analysis to make allowances for the lack of confidence in the data collected when performing a business case analysis.
- Exploring the privatization of the construction, repair, and rebuild service of fixed AtoN along the East and Gulf Coasts through the acquisition process. This is the only area where the vendor response indicated, with any confidence, an interest in performing this service.
- Issuing an RFP for Construction, Repair and Rebuild of Fixed AtoN in the Area of Responsibility (AOR) of Coast Guard Cutter Smilax. However, there are several issues. The Smilax is a one-of-a kind 100-foot WLIC cutter that is over 60 years old. Second, the lack of a Life Cycle Plan and approved replacement and disposal costs will make it difficult to account for Smilax in any benefit-cost analysis (BCA). This RFP will provide the USCG with some reliable data to bolster any BCA work by increasing confidence in the cost and quality of privatizing this work. If Volpe estimates are correct, the cost to the Coast Guard for a one-year replacement should be:
 - $100/60 + 1.667 \times \$10,600 = \$17,667/\text{day}$ for an eight-hour day. Smilax averages 1,250 resource hours per year. If they could be broken down by an eight-hour day, this would be 156.25 days. The total cost for a Smilax replacement for one year would be **\$2.76M**.

1 Introduction

There are approximately 12,000 miles of commercially active inland waterways in the United States. These waterways carry approximately 15 percent of the total freight transported nationwide, with a value exceeding \$100 billion annually. As mandated by 14 U.S. Code (USC) §2, §81, and §86, the United States Coast Guard (USCG) establishes, maintains, and operates maritime aids to navigation (AtoN) in order to aid navigation and to prevent disasters, collisions, and wrecks of vessels. The primary objective of the aids to navigation system is to mark navigable channels and waterways, obstructions adjacent to those waterways, and obstructions in areas of general navigation which may not be anticipated. These aids to navigation include beacons and buoys, which are either lighted or unlighted; beacons are AtoN structures permanently fixed to the earth's surface in either a terrestrial or aquatic environment, while buoys are floating AtoN moored to the seabed by sinkers and chains or other moorings or various lengths.

1.1 Background

The USCG operates and maintains approximately 17,300 fixed AtoN structures along the East and Gulf Coasts from New Jersey to Texas; the majority of these structures are built and maintained by 13 Coast Guard Cutters, designated as Inland Construction Tenders (WLIC). On the Western Rivers, the USCG operates and maintains approximately 3,200 fixed AtoN structures and between 13,000 and 15,000 unlighted buoys; Western Rivers AtoN are maintained by 18 Coast Guard Cutters, designated as River Buoy Tenders (WLR). These USCG Cutters are well beyond their Design Service Life and require replacement. The USCG has determined that a major overhaul of these cutters via recapitalization does not result in a sufficient return on investment.

The "East and Gulf Coasts" include the Intracoastal Waterway and associated inland waterways from Manasquan Inlet, NJ, to and including Brownsville Channel, TX. "Western Rivers" include the Mississippi River, and its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers; the Tennessee-Tombigbee Waterway; and various other associated rivers and waterways.



Releasing a lighted navigational buoy in Fresh Water Bayou, LA. The USCG Morgan City AtoN team maintains shore, lighted, and unlighted ranges and day beacons. (Photo courtesy of the USCG)

The average age of the cutters is 41.9 years; three cutters are over 50 years old, and one is more than 60 years old. The USCG has determined that a major overhaul is not an option.

Overhaul is not a long-term solution; neither is discontinuing the AtoN mission an option since it is a statutory requirement.

1.2 Purpose

To support a new acquisition project to replace these aging cutter assets, the Office of Management and Budget (OMB) requested the USCG to “develop a work breakdown structure that will enable examination of discrete activities and asset requirements. Subsequent analysis should identify the optimum mix of public/private partnerships to execute these missions.” The work breakdown analysis completed by the Coast Guard identified three potential activities for privatization: (1) maintenance and service of fixed AtoN on Western Rivers; (2) construction, repair, and rebuilding of fixed AtoN along the East and Gulf Coasts; and (3) contractor-provided towboat services.

The USCG Headquarters Office of Waterways Management, Visual Navigation Branch, tasked the Volpe Center (Volpe) to provide a comprehensive assessment of the availability, capability, and cost effectiveness of potential commercial vendors providing the identified services in support of the USCG AtoN mission along the East and Gulf Coasts and Western Rivers of the United States.

1.3 Scope

Volpe’s Phase 1 response was to conduct a limited market survey for the following capabilities:

Maintain and service fixed aids to navigation on the Western Rivers and associated waterways of the United States.

This capability includes the periodic inspection and maintenance on the day and night signals of terrestrial and aquatic fixed AtoN, periodic inspections on the structure and foundation of terrestrial and aquatic fixed AtoN, installing the appropriate Government Furnished Equipment (GFE) AtoN signal equipment, periodic vegetation clearing operations (commonly referred to as 'brushing') that either obscures the AtoN's intended signal to the mariner or that threatens the integrity of the structure/foundation, and responding to and repairing AtoN that have been reported discrepant, discovered discrepant during inspections, or observed discrepant in passing. Discrepancy correction may require repairing/rebuilding the structure; replacing the day signal (dayboard), battery, solar panel, or other lighting-equipment component; and making temporary repairs to AtoN structures, complying with federal, state, and local safety and environmental laws and regulations to restore the visual AtoN signal as advertised in the USCG’s Light List.

Perform construction, repair, and rebuild services on fixed aids to navigation on inland waterways along the East and Gulf Coasts of the United States.

This capability includes building and repairing aquatic AtoN fixed structures, including driving and removing piles; installing appropriate Government-furnished equipment (GFE)/AtoN signal equipment; responding to reports of damaged/destroyed AtoN structures and repairing/rebuilding the same; and recovering and removing wreckage from damaged AtoN structures.

Contractor Towboat Services for the maintenance of fixed AtoN on the Western Rivers of the United States.

This capability includes providing a suitable towboat and crew for use on the navigable waters of the Western Rivers. Work will consist of towing a Government-provided buoy barge while transiting Government personnel to maintain the fixed AtoN (buoys); rounding up and over crossings and marking several passes and/or running outside the buoyed channel to find “best water;” and deploying, relocating, replacing, recovering, and otherwise maintaining the Federal buoy system.

Volpe was tasked to provide available cost data for potential commercial vendors meeting these requirements in each of these three task areas. The level of detail would depend on the survey responses.¹ Volpe would also provide supporting documentation of vendor capability assessments, including, but not limited to, relevant experience, past performance, proposed project plan, personnel experience, and safety record.

1.4 Methodology

Volpe originally planned to use a two-phase market research approach.

Phase 1 was a public announcement requesting vendor interest (Sources Sought Notice [the “Notice”]) on the Federal Government’s FedBizOpps website, a one-stop virtual marketplace for contracting opportunities, and through the Volpe Center Contracting Office website. In an attempt to increase the number of responses, Volpe drafted three separate Sources Sought Notices corresponding to the three different task areas. These three separate public announcement notices were also posted on the FedBizOpps website.

Phase 2 was a market survey of vendors identified by Volpe through Internet search engines, phone directories, maritime trade association membership lists, and communications with USCG personnel. Vendors were classified into three groups: Inland AtoN—Western Rivers, Inland AtoN—East and Gulf Coasts, and Tugboat Services—Western Rivers. The team initially identified 183 vendors but narrowed down this list to comply with the Paperwork Reduction Act of 1995 (PRA), 44 USC. §3501 et seq.

Volpe developed a market research questionnaire for each of the three task areas to determine vendor qualifications (see Appendix B). After receiving USCG approval, Volpe contacted selected vendors by phone (with the exception of those responding to the Notice), fax, or email, about participating in the market research and the preferred questionnaire format. Volpe made extensive efforts, through multiple phone calls and emails, to contact the vendors who did not respond to the survey. Volpe accepted vendor information by phone and in email, fax, and snail-mail format.

Vendor response was very weak. At the customer’s suggestion, Volpe reissued the Notice as three separate Notices.

¹ Response to cost questions was very limited; to complete Phase II, the solution may be to develop cost models.

2 Sources Sought Notice

The purpose of Solicitation No. DTRT57-08-SS-0469, *Sources Sought for Support Services for the U.S. Coast Guard Aids to Navigation (AtoN) Mission in the Inland Waters along the East and Gulf Coasts and the Western Rivers of the United States*, issued by Volpe's Contracting Office, was to obtain information that would be used as a market research tool for identifying the availability and adequacy of potential business sources prior to determining the method of acquisition and possible issuance of a Request for Proposal. It was not a solicitation for work, nor was it a Request for Proposal, so no cost information could be requested. Since the Notice was essentially the same vehicle the USCG would use to advertise for the actual services, the expected level of response would show the interest generated for the actual USCG offering. Refer to Appendix A for the complete text of the Notice.

The Notice was issued on June 12, 2008 with a response date of June 27, 2008. It was posted on the Acquisitions page of the Volpe Center official website² and the FedBizOpps website.³ The USCG allowed only one procurement classification code to be used for the Notice: Z— Maintenance, repair, and alteration of real property.⁴

The Notice requested responders to demonstrate sustained abilities and applications, specifically in the inland marine environment, for each of the three task areas:

- Maintain and service fixed AtoN on the Western Rivers and associated waterways of the United States.
- Perform construction, repair, and rebuild services on fixed AtoN on the inland waterways along the East and Gulf Coasts of the United States.
- Contractor Towboat Services for the maintenance of fixed AtoN on the Western Rivers of the United States.

Requested information included: Contract number; Customer (Government agency, private industry); Contracting Officer's Technical Representative (COTR) name, telephone, and fax numbers; contract value and type of contract; period of performance; and description of product/services.

In an attempt to increase the number of responses, Volpe made a second effort to advertise nationally for potential vendors and drafted three Notices, each corresponding to one of the task areas and each using a different procurement classification code. The Notices requested responders to demonstrate sustained abilities and applications in one of the three task areas, specifically in relation to the inland marine environment. Each task area had a different North

² http://volpedb.volpe.dot.gov/outside/owa/vntsc_outside.display.ssgt?p_post_id=179.

³ <https://www.fbo.gov/spg/DOI/RITA/VNTSC/DTRT57-08-SS-0469/listing.html>. The U.S. General Services Administration (GSA) Federal Supply Service (FSS) is responsible for the operation and maintenance of the Federal Business Opportunities (FedBizOpps, or FBO) system and website.

⁴ In the FBO system, procurements are classified by Federal Supply Codes/Product Services Codes.

American Industry Classification System (NAICS)⁵ Code. This would possibly attract other vendors who were searching the site by NAICS Code rather than reading every posting.

Volpe posted three Notices on the FedBizOpps website on September 18, 2008, with a response date of October 3, 2008.

- Solicitation Number: DTRT57-08-SS-0471, *Lease to the Government on a time charter basis a suitable towboat and crew for use on the navigable waters of the Western Rivers.*
- Solicitation Number: DTRT57-08-SS-0472, *Maintenance Services for U.S. Coast Guard Fixed Maritime Aids to Navigation (AtoN) on U.S. Western Rivers and Associated Waterways.*
- Solicitation Number: DTRT57-08-SS-0473, *Construction, Repair, and Rebuild Services for the U.S. Coast Guard Fixed Aids to Navigation (AtoN) on the Inland Waterways of the United States.*

2.1.1 First Notice

Table 2-1 lists vendors responding to the first Notice through the Volpe Contracting Office.

Table 2-1. Vendors Responding to the First Notice (Volpe Contracting Office)

Vendor	Address	Experience
Cayo, LP	Houston, TX	6 separate USCG contracts for 29 fixed AtoN new construction structures and 6 fixed AtoN rehab structures along Gulf Coast
Maersk Line, Ltd.	Arlington, VA	Military vessel ops support and maintenance; personnel with previous USCG AtoN experience
Wet Tech Energy, Inc.	Milton, LA	Personnel with AtoN experience, offshore fixed aid structures, and floating aid experience for NOAA, State of LA, and oil companies
Prock Marine Co.	Rockland, ME	AtoN repairs in ME for the USCG
American Contractor and Technology, Inc. (ACT) ⁶	Gulf Breeze, FL	Separate USCG contracts to salvage and rebuild fixed marine AtoN structures along Gulf Coast

Table 2-2 lists vendors responding to the first Notice through the FedBizOpps website.

⁵ The North American Industry Classification System (NAICS) has replaced the U.S. Standard Industrial Classification (SIC) system. NAICS was developed by the U.S., Canada, and Mexico to provide new comparability in statistics about business activity across North America. Refer to <http://www.census.gov/epcd/www/naics.html>.

⁶ American Contractor and Technology, Inc. (ACT) responded after the closing date of the Notice.

Table 2-2. Vendors Responding to the First Notice (FedBizOpps)

Vendor	Address	Experience (NAICS Codes) ⁷
Wet Tech Energy, Inc.	4598 Woodlawn Rd. Maurice, LA 70555-3447 USA Email: paul@wettechenergy.com Phone: 337-893-9992	213112, 237120, 488330, 811219, 811310
Bayshore Contractors, LLC	678 Front Ave. NW, Suite 125 Grand Rapids, MI 49504-5325 USA Email: office@gobayshore.com Phone: 616-456-6600	237110, 236210, 237310, 236220, 237990, 488330, 221310, 238910
P.W. Host Construction, LLC	37048 Glory Rd. Polson, MT 59860-7159 USA Email: phost@centurytel.net Phone: 406-883-6780	236115, 237110, 238110, 236116, 238120, 238130, 236210, 483211, 236220, 237990, 488320, 238170, 488330, 238190, 532411, 541340, 238910

2.1.2 Second Notice

The same two vendors responding to the first Notice responded to two of the second round of Notices issued by the Volpe Contracting Office. These Notices were for *Maintenance Services for U.S. Coast Guard Fixed Maritime Aids to Navigation (AtoN) on U.S. Western Rivers and Associated Waterways (DTRT57-08-SS-0472)* and *Construction, Repair, and Rebuild Services for the U.S. Coast Guard Fixed Aids to Navigation (AtoN) on the Inland Waterways of the United State (DTRT57-08-SS-0473)*.

A third vendor also responded to the Notice for construction, repair, and rebuild services.

No vendor responded to the Volpe Contracting Office-issued Notice for *Lease to the Government on a time charter basis a suitable towboat and crew for use on the navigable waters of the Western Rivers (DTRT57-08-SS-0471)*.

Table 2-3 lists vendors responding to the second Notice through the Volpe Contracting Office.

⁷ The North American Industry Classification System (NAICS) has replaced the U.S. Standard Industrial Classification (SIC) system. NAICS was developed by the U.S., Canada, and Mexico to provide new comparability in statistics about business activity across North America. Refer to <http://www.census.gov/epcd/www/naics.html>.

Table 2-3. Vendors Responding to the Second Notice (Volpe Contracting Office)

Vendor	Address	Experience
Maersk Line, Ltd.	Arlington, VA	Military vessel ops support and maintenance; personnel with previous USCG AtoN experience
American Contractor and Technology, Inc. (ACT)	Gulf Breeze, FL	Separate USCG contracts to salvage and rebuild fixed marine AtoN structures along Gulf Coast
Marine Contracting Corp. ⁸	Virginia Beach, VA	Past Coast Guard contracts for removal of existing offshore navigation light structures, driving new foundation piles, and erecting new light structures

No vendors responded to the FedBizOpps-issued Notices for construction, repair, and rebuild services and for towboat leasing services.

One vendor responded to the FedBizOpps-issued Notice for maintenance.

Table 2-4. Vendors Responding to the Second Notice (FedBizOpps)

Vendor	Address	Experience (NAICS Codes)
ACI Marine, Inc.	2333 Brooklyn Ave. Harvey, LA Email: john@acimarine.com Phone: 504-324-2395	321114, 488310, 237990, 488330, 541370, 238350, 561990, 541990

2.2 Observations

Vendor responses to the first-round Notice were limited. Most of the nine responders provided little information on their AtoN capabilities.

The following five⁹ vendors responded directly to the Contracting Officer and provided the following information:

- Cayo addressed its expertise and past projects in relation to the three AtoN task areas. Cayo also provided a detailed list of its past USCG AtoN projects.
- *Wet Tech Energy* did not specifically address the task areas but stated that the solicitation was “written for our company exclusively.” Wet Tech also provided client

⁸Marine Contracting Corp. responded after the closing date of the Notice.

⁹Note that only four offerors responded before the closing date of the Notice. A fifth offeror, American Contractor and Technology, Inc. (ACT), responded after the closing date of the Notice.

lists and employee AtoN work experience and stated that it was “recognized globally as a leader in the industry of aids to navigation and buoys.”

- *Prock Marine Company* responded by email only that it had made repairs to AtoN in Maine for the USCG and it was “interested in projects on the East Coast, especially in New England.”
- *Maersk* stated it had extensive experience with military vessel operations and support and, while it had no AtoN experience, it had hired employees with AtoN experience in former jobs.
- *American Contractor and Technology, Inc. (ACT)*, provided a listing of its marine construction projects, which included past USCG AtoN projects.

Of the three vendors responding to the FedBizOpps website, one was WetTech Energy, who had already responded to the Volpe Contracting Office. The two remaining vendors did not claim any experience in the three AtoN task areas.

3 Market Research Questionnaire

The Paperwork Reduction Act of 1995 (PRA), 44 U.S.C. § 3501 et seq., requires OMB clearance to collect information from 10 or more persons. For the purpose of this AtoN vendor assessment, the maximum number of potential vendors that can be surveyed without triggering information collection requirements in the implementing 5 CFR 1320 et seq. OMB regulation is nine. Since Volpe was researching three different offerings, this meant a total of only 27 potential vendors could be contacted.

It is possible to obtain permission from OMB to contact a larger sample size, but the process takes about a year and is very labor intensive for the applicant (USCG). Volpe has discussed this with the USCG customer, who does not currently want to pursue this option.

Volpe developed three market research questionnaires to determine vendor qualifications. Since the questions are different for the three task areas, each questionnaire is treated as a separate collection of information. This means the team could contact nine potential vendors in each of the task areas to participate in the market research and still comply with PRA requirements.

Potential vendors were initially identified through USCG contacts, the media, industry publications, and the Internet. Volpe identified 183 potential vendors. Since only 27 of the 183 could be contacted, Volpe had to develop sorting criteria. Vendors were assigned a priority, based on the data Volpe collected, in each of three areas:

- Applicable services
- Service area
- Relevant experience

Refer to Appendix C for a prioritized list of all potential vendors, broken down by AtoN task area.

Volpe contacted the identified vendors for permission to email/fax the questionnaire and made follow-up phone calls if the questionnaires were not returned within a specified timeframe. Refer to Appendix B to view the three questionnaires.

3.1 Vendors Contacted: Inland AtoN—Western Rivers

Volpe identified 68 potential vendors whose skill sets were a possible match for the services sought.

Twenty-eight companies had insufficient information available in the public domain for comparison. This reduced the list to 40.

Volpe assessed the remaining vendors for relevant advertised services in the general service area and identified examples of past projects. Limited services and/or service areas reduced the list to 12 vendors.

These 12 vendors were ranked against each other based on who advertised the most applicable services. Volpe contacted the top-nine companies for information on company capabilities and costs.

Of these nine vendors, seven agreed to participate in the survey and two declined. To meet the PRA imposed limit of nine, two vendors from the “replacements” list (those ranked numbers 10–12) were contacted, and they agreed to participate. To date, five vendors have responded and only one has provided cost data. Volpe is continuing to contact vendors who did not respond to the survey through multiple follow-up phone calls and emails.

Table 3-1 lists the nine vendors contacted in the order they were originally ranked.

Table 3-1 Vendors Contacted for Task 1: Inland AtoN—Western Rivers

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Faust Corp.	MI	Docks, piles, towing; has done work for USCG repairing buoys.	Yes	Has worked for the USCG on marine projects. Has 4 crane barges with 45–80-ton cranes, 7 material barges with up to 1,200-ton capacity, 2 tugs.	Addressed only on a contract-/job-specific basis.
Southern Marine Construction	TN	Pile driving, general marine contracting; has tugs; projects in AL, TN, WV, OH, IN, KY, MO.	Yes	In business for 46 years. Has 5 crane barges, man lifts, pile drivers, towboats, welders, hand tools, and crews. Has 300–600-hp towboats.	Typical per hr. charge for crane barge, deck supply barge, towboat, and crew: \$690.
Orion Marine Group	TX	Pile driving, diving, inspections, repairs; 18 states.	No		
J.F. Brennan Co., Inc.	WI	Pile driving, construction, inspection, diving; ACOE, DOT; also in St. Charles, IL, and Holmes Beach, FL.	Yes	Full-service marine contractor with over 88 years of experience on the inland waterways. Pile driving and rip-rap equipment, including cranes, barges, tow- and work boats, vibratory and drop hammers, backhoes.	

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Weber Marine	LA	Pile driving, dock repair/maintenance, crew transport	No		
Mainstream Commercial Divers, Inc.	KY	Diving, inspection, underwater construction. ACOE	No		
Newt Marine	IA	Dock construction, piling, some towing	No		
Marine Solutions, Inc. (MSI)	MI	Docks, maintenance/repair, diving. ACOE, USCG inspections and work	No		
Midco Diving & Marine Services, Inc.	TN	Underwater inspections, repair, construction, ROV	Yes	3-man dive crew (min.), boat, supporting equipment, light repair work	\$1,200/day

3.2 Vendors Contacted: Inland AtoN—East and Gulf Coasts

Volpe identified 36 potential vendors whose skill sets were a possible match for the services sought.

Four companies had insufficient information available in the public domain for comparison. This reduced the list to 32.

Volpe assessed the remaining vendors for relevant advertised services, general service area, and identified examples of past projects. Limited services and/or service areas reduced the list to 26 vendors.

These 26 vendors were ranked against one another, and the top nine were contacted to provide company capabilities and cost information.

Of these vendors, six participated in the survey, two declined, and one was unreachable.¹⁰ To meet the PRA-imposed limit of nine, three vendors from the “replacements” list (those ranked numbers 10–26) were contacted, and they agreed to participate. To date, seven of the nine

¹⁰ Most likely gone out of business.

vendors had responded and five provided some cost data. Volpe is continuing to contact the two vendors who did not respond to the survey through multiple follow-up phone calls and emails.

Table 3-2 lists the nine vendors contacted.

Table 3-2. Vendors Contacted for Task 2: Inland AtoN—East and Gulf Coasts

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Myrick Marine Contracting Corp.	GA	Pile driving, maintenance, repair, construction	Yes	Specialty and marine heavy construction contractor, founded in 1988. Has installed all types of markers and ranges. 3 floating cranes provide heavy-lift capacity up to 110 tons. Diesel, air, and vibratory pile hammers.	
Logan Diving	FL	Inspection, underwater work, repairs, docks/piers, towers	Yes	25 years of experience. Pile driving, concrete placement, underwater welding and burning, timber and steel structures, underwater inspection and repair of piling.	
Dissen & Juhn Corp.	MD	Pile driving, custom builds, debris removal	Yes	35 years of experience in marine construction; includes installing AtoN. 5 barges, ranging in size from 110' L x 32' W to 80' L x 40' W. Assorted tugboats up to 500 hp, cranes up to 60 TN, hydraulic excavators up to 35 tons	Day rates for barge, crane, or excavator, 3-man crew, and captain: \$3,000–\$4,000, depending on size of equipment.
Coral Marine Construction	FL	Pile driving, decking, debris removal	Yes	Government work; includes FL DOT: seawalls, docks, bridges, drainage; Key West Navy Base: seawalls, docks, piers, city boat ramps, crane operation, pile driving, decking, concrete work, excavation barges.	Labor— machine operators, project manager: \$125/hr.; skilled/foreman/ supervisor: \$75/\$95/\$108/hr.

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Walker Diving Underwater Construction	NJ	Underwater inspections, repairs, build dams/piers	Yes	Marine and diving experience since 1957; 2 supervisors with 25+ years of pile driving and steel marine structure construction experience. Maritime (AtoN) day- and night-signal optics installation; 250-ton crane.	Dive crew of 3 skiffs, hydraulic compressor: \$4K/day; 3–4-man dock-building crew, construction equipment: ~\$10K/day; pile driver: ~\$10K/day.
Marine Clean Safety & Prevention	VA	Dock/pier, maintenance, pile driving, debris removal	Yes	~30 years as a company, individually 100+ yrs. of marine construction—seawalls, boat lifts, residential docks, piers; commercial marinas, resorts; Government .	Inspections only; 2-man crew on skiff, ~\$700–800/day. Pile driving, 3-man crew, 10' x 30' barge, ~\$2K/day.
Redfish Marine Construction	FL	Pile driving, foundation repair, dock	No		
Lucas Marine Construction, LLC	FL	Pile driving, docks	Yes	Project work specializing in heavy and marine construction; supervisors/managers have 150 yrs. of experience in pile driving, piers, docks, bridges.	Past projects: nav. light repairs/maintenance, \$16K; furnish/install piles, \$22.5K; replace piers, docks, \$860K.
Steadfast Marine Services	SC	Pile driving, docks	No		

3.3 Vendors Contacted: Towboat Services—Western Rivers

Volpe identified 79 potential vendors whose skill sets were a possible match for the services sought.

Thirty-nine companies had insufficient information available in the public domain for comparison. This reduced the list to 40.

Volpe assessed the remaining vendors for relevant advertised services, fleet size and type, general service area, and identified examples of past projects. Limited services and/or service areas reduced the list to 24 vendors.

These vendors were divided into 14 strong candidates (larger available fleet size, vessel size and types clearly matching those specified in the statement of work) and 10 possible candidates (fewer than 10 vessels meeting specifications). These 14 strong candidates were ranked against one another, and the top nine were contacted to provide fleet capabilities and cost information.

Of the nine companies contacted, six participated in the survey, two declined, and one was unreachable. To meet the PRA-imposed limit of nine, three vendors from the “replacements” list (those ranked numbers 10–12) were contacted, and they agreed to participate. To date, only one vendor has actually responded but did not disclose any cost data. Volpe is continuing to contact the eight vendors who did not respond to the survey through multiple follow-up phone calls and emails.

Table 3-3 lists the nine vendors contacted.

Table 3-3. Vendors Contacted for Task 3: Towboat Services—Western Rivers

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Kirby Corp. (River Ops)	LA	241 towing vessels	No		
Blessey Marine Services	LA	40 boats. MS; OH; Cumberland, AR; Red, TN; MO, IL; Allegheny; Oachita, AL; Black Warrior Rivers; and more	Yes	Operates 51 towboats, but would not rent out a boat for this work since it would disrupt ongoing work.	
Crouse Corp.	KY	27 boats. Ohio River and tributaries, Tenn-Tom, and Black Warrior systems	No		
Lewis & Clark Marine, Inc.	IL	14 boats, 750–1,800 hp	Yes	14 boats; range, 750–1,800 hp.	
McDonough Marine Service	VA	Towing: McDonough Project Services. Also: Metairie, LA; 504-780-8100, and Channelview, TX, 281-452-5887	No		
Luhr Bros., Inc., Contractors	IL	28 towboats; ACOE projects	No		

<i>Vendor</i>	<i>Location</i>	<i>Services Advertised</i>	<i>Survey Returned</i>	<i>Vendor Capabilities</i>	<i>Cost Estimate</i>
Parker Towing Company, Inc.	AL	Black Warrior, Tennessee-Tombigbee, Tennessee, Cumberland, and East Canal Waterways. Provide service to points such as Minneapolis, Chicago, Pittsburgh, and Houston.	No		
Stevens Towing Co.	SC	Also in Edenton, NC, 252-482-1011	No		
Upper River Services	MN	Towboats, ACOE	No		

3.4 Observations

Volpe's research identified 183 potential vendors: 68 for maintenance in Western Rivers, 36 for maintenance/construction in eastern waterways, and 79 for towboat services. Completion times and rates of the survey varied greatly between vendors and task areas.

Because of the OMB requirement Volpe could contact only nine vendors in each task area. Of the 27 top vendors (as determined by Volpe), eight declined to participate in the survey. In other words, 30 percent of the most likely potential vendors were not interested in participating in the survey. Of the 27 that agreed to participate, only 10 (37 percent) actually responded. Only six of the vendors (22 percent) contacted provided cost information.

3.4.1 Task 1: Maintenance for Fixed Aids

Interest in this task area was lukewarm. Only four of nine vendors who agreed to participate returned the survey. Only one returned cost data. The cost data were for diving inspections and did not appear relevant to USCG needs.

For more details on individual vendors, refer to Appendix C.

3.4.2 Task 2: Construction and Maintenance of Fixed Aids

Interest in this task area was strong. Seven of the nine contacted vendors who agreed to participate returned the survey, and six provided some cost data. Despite this interest, Volpe's interpretation of vendor capabilities was they were limited and regional. Cost data indicate that vendor charges tend to be all-inclusive and are per an eight-hour day. Depending on the size of the barge/crane, costs for a crew and a crane barge or pile driver can range from \$2K to \$10K per day.

For more details on individual vendors, refer to Appendix C.

3.4.3 Task 3: Towboat Services

Interest in this task area was very weak. Only two of the nine contacted vendors who agreed to participate returned the survey. One vendor said it generally was not in the business of just hiring out towboats on spot moves for this type of work, which would disrupt ongoing business with barge companies.

For more details on individual vendors, refer to Appendix C.

The USCG Office of Waterways Management, Visual Aids to Navigation Branch, informed Volpe that a vendor is currently providing this particular type of service to the USACE under Contract W912EE-06-P-0324. The contract was renewed in 2006 for \$707.5K per year for 1,800 operating hours, with four option years through 2011. The average cost per hour is approximately \$450/hour across the life of the contract, or \$3,600/day. The cost increase is about 7 percent annually, which is about twice the cost of inflation. Under the contract, the Government furnishes all fuel for the operation of the boat without cost to the contractor. Refer to Appendix D to view the USACE contract.

Contract costs only include the costs of the towboat and crew to operate the towboat. If the USCG were to use this cost alone, it would underestimate the cost of buoy operations, as the cost of the crew for performing work on the Government barge or a Government-furnished small boat is not included. Using the labor cost data supplied by one of the responding contractors (Coral Marine Construction), laborer costs are \$75/hour and supervisor costs are \$100/hour total compensation. Assuming a 10-person crew with one supervisor to operate the barge, the cost for a day would be:

Supervisor	\$100/hr x 8-hr/day = \$800/day x 1 Supervisor = \$800/day
Skilled laborer	\$75/hr x 8-hr/day = \$600/day x 9 laborers = \$5,400/day
Total barge crew	\$6,200/day

Assuming the pusher boat burns 200 gallons of fuel/day at \$4/gallon, the fuel cost would be \$800/day. Total cost for operating the pusher/barge combination for one eight-hour day would be:

Pusher boat and crew	\$3,600/day
Barge work crew	\$6,200/day
Fuel	\$ 800/day
Total cost	\$10,600/day

Despite having the capabilities called for in the Sources Sought Notice, the USACE contractor did not respond to the first Notice.

Volpe's independent research indicated that this particular company supplies equipment and supplies to oil terminals and oil rigs and has one 60-foot boat for delivering these supplies.

4 RESULTS AND RECOMMENDATIONS

4.1 Results

A qualitative summary of the market survey results to assess the *availability, capability, and detailed cost estimates* for the three services is provided in Table 4-1

Table 4-1. Summary of AtoN Privatization Options

<i>Privatization Option</i>	<i>Availability</i>	<i>Capability</i>	<i>Cost Data</i>
Maintain and service fixed aids on Western Rivers	Four of nine vendors responded.	Pile driving, towing, underwater inspections	Light repair work: ~\$1,200/day.
Perform construction, repair and rebuild service of fixed AtoN along East and Gulf Coasts	Seven of nine vendors responded; good response.	Pile driving, pier repair, debris removal, diving, pusher boats	Wide price range: \$2,000–\$10,000/day.
Contractor towboat services	Two of nine vendors responded.	14 boats, 270–1,800 SHP	Estimated \$450/hr. does not include fuel or work crew.

Vendor response to the nationally advertised Sources Sought Notice was limited; four vendors responded to the Volpe Contracting Officer and three, to the listing on the FedBizOpps website. (One of these vendors had already responded to the Volpe Contracting Office.) One interpretation is that the intended audience is not used to doing business with the Federal Government and/or submitting proposals through FEDBIZOPPS. This is a concern because a Sources Sought Notice would be used to advertise a Request for Procurement (RFP).

The response to the vendor market surveys in the three task areas was also limited, with the exception of *Construction and Maintenance of Inland AtoN on the East/Gulf Coasts*. Seven out of nine vendors returned their surveys, some with cost data, making it possible to develop accurate costs for comparison with USCG organic costs. While all seven claimed to have the capability to construct the aids, only three indicated the capability to install the aids. None had the capability to perform installations very far from their plant location.

In the other two areas, vendor response was weak. For *Maintenance of Inland AtoN on Western Rivers*, four out of nine vendors returned their surveys. The majority of vendors had limited capabilities. To cover a large area, it might be necessary to set up several contracts covering small areas with different vendors. This could result in a significant workload increase for local Contracting Officers and Contracting Office Technical Representatives. It would also probably result in large gaps in coverage. The response was even weaker for the *Charter Tugboat on Western River* task, with only two out of nine vendors returning their surveys.

The overall response indicates there is little commercial interest in providing these three AtoN services. The only area that holds promise is the construction of new aids.

It might be possible to generate more confidence in the statistical analysis of this report by applying for OMB permission to contact a larger number of potential vendors, i.e., all 183 vendors identified by Volpe. The larger sample size would provide more credibility to the results. However, it appears this would take at least a year to accomplish and would cost in the vicinity of \$150K. The USCG will have to decide if improving statistical credibility is worth the additional cost and time.

4.2 Recommendations

The Volpe objective was to provide an initial assessment for the USCG on the feasibility of privatizing AtoN services. Based upon the limited data collected, it appears that contracting these services may (1) require significant Government overhead and oversight, (2) carry service delivery interruption risk due to limited or localized contractor availability, and (3) be expected to carry higher costs due to lack of competition. This would be especially true in subsequent rebids.

Volpe recommends:

- Including a sensitivity analysis to make allowances for the lack of confidence in the data collected when performing a business case analysis.
- Exploring the privatization of the construction, repair, and rebuild services of fixed AtoN along the East and Gulf Coasts through the acquisition process. This is the only area where the vendor response indicated, with any confidence, an interest in performing this service.
- Issuing an RFP for Construction, Repair and Rebuild of Fixed AtoN in the Area of Responsibility (AOR) of Coast Guard Cutter Smilax. However, there are several issues. The Smilax is a one-of-a-kind 100-foot WLIC cutter that is over 60 years old. Second, the lack of a Life Cycle Plan and approved replacement and disposal costs will make it difficult to account for Smilax in any benefit-cost analysis (BCA). This RFP will provide the USCG with some reliable data to bolster any BCA work by increasing confidence in the cost and quality of privatizing this work. If Volpe estimates are correct, the cost to the Coast Guard for a one-year replacement should be:
 - $100/60 + 1.667 \times \$10,600 = \$17,667/\text{day}$ for an eight-hour day. Smilax averages 1,250 resource hours per year. If they could be broken down by an eight-hour day, this would be 156.25 days. The total cost for a Smilax replacement for one year would be **\$2.76M.**

Appendices

- A** Sources Sought Notice
- B** Task-Specific Questionnaires
- C** Potential Vendors
- D** ACOE Towboat Services Contract

APPENDIX A. SOURCES SOUGHT NOTICES

FIRST ROUND

Volpe Center Sources Sought Notice, Solicitation No. DTRT57-08-SS-0469

Sources Sought Number

DTRT5757-08-SS-0469

Sources Sought for Support Services for the U.S. Coast Guard Aids to Navigation (AtoN) Mission in the Inland Waters along the East and Gulf Coasts and the Western Rivers of the United States

Part

U.S. Government Procurements

Subpart

Services

Classification Code

Z -- Maintenance, repair, and alteration of real property

Office Address

DOT/RITA/Volpe National Transportation Systems Center, 55 Broadway, Kendall Square, Cambridge, MA 02142

Solicitation No.

DTRT5757-08-SS-0469

Response Date:

27-JUN-08

Archive Date:

27-SEP-08

POC**Contact 1:**

[Cathryn Oliva-Simmons](#); Contract Specialist; 617-494-2145

Description

The Volpe National Transportation Systems Center (Volpe Center) is seeking offerors with specific experience to support the Coast Guard's Inland AtoN mission. Support will involve: maintenance support for fixed aids to navigation on the Western Rivers and associated waterways of the United States; Construction, repair, and rebuild support for fixed aids to navigation on the associated inland waterways of the East and Gulf Coasts of the United States;

and lease of a towboat and crew for performing floating aids to navigation (AtoN) maintenance on the navigable waters of the Western Rivers.

For purposes of this notice, 'East and Gulf Coasts' include the Intracoastal Waterway and associated inland waterways from Manasquan Inlet, NJ to and including Brownsville Channel, TX. 'Western Rivers' are defined as the Mississippi River, its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers, the Tennessee-Tombigbee Waterway, and various other associated rivers and waterways.

Interested offerors must submit a capabilities package demonstrating their experience. The offerors must include in the package that they demonstrate sustained abilities and how they have applied them specifically in the inland marine environment for each of the following areas: (1) the capability to maintain and service fixed aids to navigation on the Western Rivers and associated waterways of the United States. This capability includes the periodic inspection and maintenance on the day and night signals of terrestrial and aquatic fixed AtoN, periodic inspections on the structure and foundation of terrestrial and aquatic fixed AtoN, installing the appropriate Government Furnished Equipment (GFE) AtoN signal equipment, periodic vegetation clearing operations (commonly referred to as 'brushing') that either obscures the AtoN's intended signal to the mariner or that threatens the integrity of the structure/foundation, responding to and effecting repairs to AtoN that have been reported discrepant, discovered discrepant during inspections, or observed discrepant in passing. Discrepancy correction may require repairing/rebuilding the structure, replacing the day signal (dayboard), battery, solar panel, or other lighting equipment component, and executing temporary repairs to AtoN structures, complying with federal, state, and local safety and environmental laws and regulations, to restore the visual AtoN signal as advertised. (2) The capability to perform construction, repair, and rebuild of fixed aids to navigation on the associated inland waterways of the East and Gulf Coasts of the United States. This includes installing the appropriate GFE AtoN signal equipment. (3) The capability to lease to the Government on a time charter basis a suitable towboat and crew for use on the navigable waters of the Western Rivers. Work will consist of transiting personnel to maintain the floating aids to navigation system (buoys) in navigable waters with a Government provided buoy barge in tow. This capability includes finding best water; and to deploy, relocate, replace, recover, and otherwise maintain federal buoys (including their moorings).

All capability information shall include: Contract number; Customer (Government agency, private industry); Contracting Officer's Technical Representative (COTR) name, telephone and fax numbers; contract value and type of contract; period of performance; and description of product/services. Information provided should be detailed in the area(s) above so the Government can assess the ability of the company to provide the described services in each of the work areas described. All of the information sought should be conveyed in no more than eight pages. Page size is set at 8 X 11 and text should be doubled spaced. Each response must reference the Sources Sought title. Interested parties must respond to this announcement in writing within 15 days of publication. Telephonic requests will not be honored. All responses must be sent to Cathryn Oliva-Simmons Contract Specialist, RTV-6D1, United States Department of Transportation, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142. Email responses are also acceptable (email: simmons@volpe.dot.gov).

THIS NOTICE IS NOT A REQUEST FOR PROPOSAL. This notice is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential business sources prior to determining the method of acquisition and possible issuance of a Request for Proposal including the use of any non-profit organization or small business programs. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this Special Notice. This notice does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Unless otherwise stated herein, no solicitation regarding this announcement is available. Requests for the same will be disregarded. If a solicitation is released, it will be synopsized in the FedBizOpps. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this synopsis and submittals will not be returned to the sender.

For information about the Volpe Center refer to the Volpe Center website at <http://www.volpe.dot.gov>

SECOND ROUND

Task A: Inland AtoN – Western Rivers

J --Sources Sought For Maintenance Services for U.S. Coast Guard Fixed Maritime Aids to Navigation (AtoN) on the United States Western Rivers and Associated Waterways

Solicitation Number:

DTRT57-08-SS-0472

Notice Type:

Sources Sought

Synopsis:

The Volpe National Transportation Systems Center (Volpe Center) is seeking offerors with specific experience to support the Coast Guard's Inland AtoN mission. Support will involve maintenance support for fixed aids to navigation on the Western Rivers and associated waterways of the United States. For purposes of this notice, Western Rivers are defined as the Mississippi River, its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers, the Tennessee-Tombigbee Waterway, and various other associated rivers and waterways. Interested offerors must submit a capabilities package demonstrating their experience. The offerors must include in the package that they demonstrate sustained abilities and how they have applied them specifically in the inland marine environment to maintain and service fixed aids to navigation on the Western Rivers and associated waterways of the United States. This capability includes the periodic inspection and maintenance on the day and night signals of terrestrial and aquatic fixed AtoN, periodic inspections on the structure and foundation of terrestrial and aquatic fixed AtoN, installing the appropriate Government Furnished Equipment (GFE) AtoN signal equipment, periodic vegetation clearing operations (commonly referred to as brushing) that either obscures the AtoN's intended signal to the mariner or that threatens the integrity of the structure/foundation, responding to and effecting repairs to AtoN that have been reported discrepant, discovered discrepant during inspections, or observed discrepant in passing. Discrepancy correction may require repairing/rebuilding the structure, replacing the day signal (dayboard), battery, solar panel, or other lighting equipment component, and executing temporary repairs to AtoN structures, complying with federal, state, and local safety and environmental laws and regulations, to restore the visual AtoN signal as advertised. All capability information shall include: Contract number; Customer (Government agency, private industry); Contracting Officer's Technical Representative (COTR) name, telephone and fax numbers; contract value and type of contract; period of performance; and description of product/services. Information provided should be detailed in the area(s) above so the Government can assess the ability of the company to provide the described services in each of the work areas described. All of the information sought should be conveyed in no more than eight pages. Page size is set at 8 X 11 and text should be doubled spaced. Each response must reference the Sources Sought title. Interested parties must respond to this announcement in writing within 15 days of publication. Telephonic requests will not be honored. All responses must be sent to Cathryn Oliva-Simmons Contract Specialist, RTV-6D1, United States Department of Transportation, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142. Email responses are also acceptable (email: simmons@volpe.dot.gov).

THIS NOTICE IS NOT A REQUEST FOR PROPOSAL. This notice is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential business sources prior to determining the method of acquisition and possible issuance of a Request for Proposal including the use of any non-profit organization or small business programs. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this Special Notice. This notice does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Unless otherwise stated herein, no solicitation regarding this announcement is available. Requests for the same will be disregarded. If a solicitation is released, it will be synopsized in the FedBizOpps. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this synopsis and submittals will not be returned to the sender. For information about the Volpe Center refer to the Volpe Center website at <http://www.volpe.dot.gov>

Additional Info:

[Volpe Center Acquisition Division home page](#)

Contracting Office Address:

55 Broadway; Cambridge, MA 02142

Point of Contact(s):

Point of Contact -Cathryn Oliva-Simmons, Contract Specialist, 617-494-2145

Task B: Inland AtoN – East and Gulf Coasts

Y --Sources Sought for Construction, Repair, and Rebuild Services for the U.S. Coast Guard Fixed Aids to Navigation (AtoN) on the Inland Waterways of the United States

Solicitation Number:

DTRT57-08-SS-0473

Notice Type:

Sources Sought

Synopsis:

The Volpe National Transportation Systems Center (Volpe Center) is seeking offerors with specific experience to support the Coast Guard's Inland AtoN mission. Support will involve construction, repair, and rebuild support for fixed aids to navigation on the inland waterways of the United States. For purposes of this notice, the area of operations includes the associated inland waterways from Manasquan Inlet, NJ to and including Brownsville Channel, TX. Interested offerors must submit a capabilities package demonstrating their experience. The offerors must include in the package that they demonstrate sustained abilities and how they have applied them specifically in the inland marine environment to perform construction, repair, and rebuild of fixed aids to navigation on inland waterways. This includes installing the appropriate GFE AtoN signal equipment. All capability information shall include: Contract number; Customer (Government agency, private industry); Contracting Officer's Technical Representative (COTR) name, telephone and fax numbers; contract value and type of contract;

period of performance; and description of product/services. Information provided should be detailed in the area(s) above so the Government can assess the ability of the company to provide the described services in each of the work areas described. All of the information sought should be conveyed in no more than eight pages. Page size is set at 8 X 11 and text should be doubled spaced. Each response must reference the Sources Sought title. Interested parties must respond to this announcement in writing within 15 days of publication. Telephonic requests will not be honored. All responses must be sent to Cathryn Oliva-Simmons Contract Specialist, RTV-6D1, United States Department of Transportation, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142. Email responses are also acceptable (email: simmons@volpe.dot.gov). THIS NOTICE IS NOT A REQUEST FOR PROPOSAL. This notice is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential business sources prior to determining the method of acquisition and possible issuance of a Request for Proposal including the use of any non-profit organization or small business programs. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this Special Notice. This notice does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Unless otherwise stated herein, no solicitation regarding this announcement is available. Requests for the same will be disregarded. If a solicitation is released, it will be synopsisized in the FedBizOpps. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this synopsis and submittals will not be returned to the sender. For information about the Volpe Center refer to the Volpe Center website at <http://www.volpe.dot.gov>

Additional Info:

[Volpe Center Acquisition Division home page](#)

Contracting Office Address:

55 Broadway; Cambridge, MA 02142

Point of Contact(s):

Point of Contact -Cathryn Oliva-Simmons, Contract Specialist, 617-494-2145

Task C: Towboat Services – Western Rivers

W --Sources Sought for Towboat Services for the Maintenance of U.S. Coast Guard Floating Maritime Aids to Navigation (AtoN) on the Western Rivers and Associated Waterways of the United States

Solicitation Number:

DTRT57-08-SS-0471

Notice Type:

Sources Sought

Synopsis:

The Volpe National Transportation Systems Center (Volpe Center) is seeking offerors with specific experience to support the Coast Guard's Inland AtoN mission. Support will involve the

lease of a towboat and crew for performing floating aids to navigation (AtoN) maintenance on the Western Rivers and associated waterways of the United States. For purposes of this notice, Western Rivers are defined as the Mississippi River, its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers, the Tennessee-Tombigbee Waterway, and various other associated rivers and waterways. Interested offerors must submit a capabilities package demonstrating their experience. The offerors must include in the package that they demonstrate sustained abilities and how they have applied them specifically in the inland marine environment through the lease to the Government on a time charter basis a suitable towboat and crew for use on the navigable waters of the Western Rivers. Work will consist of transiting personnel to maintain the floating aids to navigation system (buoys) in navigable waters with a Government provided buoy barge in tow. This capability includes finding best water; and to deploy, relocate, replace, recover, and otherwise maintain federal buoys (including their moorings). All capability information shall include: Contract number; Customer (Government agency, private industry); Contracting Officer's Technical Representative (COTR) name, telephone and fax numbers; contract value and type of contract; period of performance; and description of product/services. Information provided should be detailed in the area(s) above so the Government can assess the ability of the company to provide the described services in each of the work areas described. All of the information sought should be conveyed in no more than eight pages. Page size is set at 8 X 11 and text should be doubled spaced. Each response must reference the Sources Sought title. Interested parties must respond to this announcement in writing within 15 days of publication. Telephonic requests will not be honored. All responses must be sent to Cathryn Oliva-Simmons Contract Specialist, RTV-6D1, United States Department of Transportation, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142. Email responses are also acceptable (email: simmons@volpe.dot.gov). THIS NOTICE IS NOT A REQUEST FOR PROPOSAL. This notice is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential business sources prior to determining the method of acquisition and possible issuance of a Request for Proposal including the use of any non-profit organization or small business programs. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this Special Notice. This notice does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Unless otherwise stated herein, no solicitation regarding this announcement is available. Requests for the same will be disregarded. If a solicitation is released, it will be synopsized in the FedBizOpps. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this synopsis and submittals will not be returned to the sender. For information about the Volpe Center refer to the Volpe Center website at <http://www.volpe.dot.gov>

Additional Info:

[Volpe Center Acquisition Division home page](#)

Contracting Office Address:

55 Broadway; Cambridge, MA 02142

Point of Contact(s):

Point of Contact -Cathryn Oliva-Simmons, Contract Specialist, 617-494-2145

APPENDIX B. TASK-SPECIFIC QUESTIONNAIRES

Task A: Inland AtoN – Western Rivers

Task B: Inland AtoN – East and Gulf Coasts

Task C: Towboat Services – Western Rivers

Task A: Inland AtoN – Western Rivers

**SUPPORT SERVICES FOR THE U.S. COAST GUARD AIDS TO NAVIGATION (AtoN)
MISSION IN THE INLAND WATERS OF THE UNITED STATES**

Market Research Questionnaire

Vendor Name: _____

Contact: _____

Phone: _____

Email: _____

This questionnaire is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential contractors. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this questionnaire. This questionnaire does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this questionnaire and submittals will not be returned to the sender.

This questionnaire is designed to help identify contractors with specific experience to provide maintenance support for fixed aids to navigation (AtoN) on the Western Rivers and associated waterways of the United States. These fixed AtoN primarily consist of an independent structure erected in the water or along the waterway bank ranging in height from 5-30 feet. The complexity of these aids range from lighted signals with 3 feet square or 4 feet triangular plywood dayboards to just the dayboards attached to a tree along the bank.

For purposes of this questionnaire, "Western Rivers" are defined as the Mississippi River and its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers, the Tennessee-Tombigbee Waterway, and various other associated rivers and waterways.

1. Please describe capability in terms of resources to maintain and service fixed aids to navigation on the Western Rivers and associated waterways.
2. Please describe experience with Coast Guard inspection and maintenance procedures for structure and foundation repair/rebuild of terrestrial and aquatic fixed aids.

3. Please list equipment and tools available to repair or rebuild fixed aids, include quantities and locations.
4. Please provide the capabilities of the watercraft to be used for accessing aquatic fixed aids.
5. Please describe experience conducting periodic vegetation clearing operations (commonly referred to as "brushing"). Provide a list of equipment and describe the procedures employed to accomplish this task.
6. Please describe experience installing maritime AtoN signal equipment.
7. Please describe how you would respond to and effect repairs to AtoN that have been reported discrepant, discovered discrepant during inspections, or observed discrepant in passing. Discrepancy correction may require: repairing/rebuilding the structure; replacing the day signal (dayboard), battery, solar panel, or other lighting equipment component; and executing temporary repairs to AtoN structures, in compliance with federal, state, and local safety and environmental laws and regulations to restore the visual AtoN signal as advertised.
8. Please describe your ability to remove/dispose of construction debris.
9. Servicing and maintaining these fixed AtoN will require some level of climbing by servicing personnel. Please describe your capability, including equipment, tools, and number of personnel with climbing experience/training.
10. There are also various hazards associated with servicing and maintaining these AtoN, including but not limited to: climbing/falling hazards, various poisonous plants, insects and snakes, water hazards, temperature extremes, tools used for brushing, etc. Please describe your safety plan and identify any applicable safety procedures and guidance.
11. Please enumerate labor force and include skill and experience level as applicable for the services identified in this questionnaire.
12. Please state the location of your main office and any other related facilities. Describe your area of operations and whether or not your organization would be willing to expand or incorporate new areas.
13. Please describe anticipated response times to AtoN within the various operating areas and state any limitations.
14. Please provide your cost elements (labor categories, types of equipment, equipment maintenance and repair, materials, facility operations and maintenance, etc.) and their associated unit measurement (by hour, by foot, etc.) for the inspection and maintenance for structure and foundation repair/rebuild of terrestrial and aquatic fixed aids. Please provide a public catalogue of rates, if such public catalogue already exists.

Task B: Inland AtoN – East and Gulf Coasts

**SUPPORT SERVICES FOR THE U.S. COAST GUARD AIDS TO NAVIGATION (AtoN)
MISSION IN THE INLAND WATERS OF THE UNITED STATES**

Market Research Questionnaire

Vendor Name: _____

Contact: _____

Phone: _____

Email: _____

This questionnaire is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential contractors. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this questionnaire. This questionnaire does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this questionnaire and submittals will not be returned to the sender.

This questionnaire is designed to help identify contractors to provide support for the repair and rebuilding construction for fixed maritime Aids to Navigation (AtoN) located in the Intracoastal Waterway and associated inland waterways from Manasquan Inlet, NJ to Brownsville, TX. This area falls within the boundaries of the 5th, 7th, and 8th Coast Guard Districts.

Fixed maritime AtoN consists of independent marine structures with a wood or steel, single or multiple pile foundation and may include a wood or steel platform and a steel tower. These structures are built to engineering specifications and are typically located in 5-20 feet of water (MLW), range in height above the water from 10 to 60 feet, are often outfitted with day signals, i.e. dayboards of various sizes and shapes, and may support day or night optic signaling equipment.

In your response to this questionnaire, please provide the following minimum information:

- a. Extent of marine construction experience.
- b. Personnel experience and skill levels in the following areas:
 - (1) Pile driving
 - (2) Wood and Steel marine structure construction, including welding
 - (3) Dynamic rigging and weight handling

- (4) Maritime AtoN day signals (dayboards) and night signal optic installation
- (5) Electrical, DC and AC
- c. Waterborne asset availability and capabilities to include:
 - (1) Wood and steel pile driving capability
 - Maximum pile length – wood or steel _____
 - Maximum water depth _____, Minimum water depth _____
 - Bottom type restrictions _____
 - (2) Maximum vertical lift capability _____
 - (3) Maximum weight handling gear Working Load Limits (WLL) _____
 - (4) Asset draft restrictions _____
 - (5) Asset Length _____, Beam _____
 - (6) Propulsion
 - (7) Endurance, sea keeping capabilities, and wind restrictions.
- d. Ability to remove and dispose of wreckage including wood and steel piling and associated marine debris.
- e. Standard safety procedures and safety record.
- f. Quality assurance plan.
- g. Ability to respond to damaged existing AtoN structures.
- h. Please provide your cost elements (labor categories, types of equipment, equipment maintenance and repair, materials, facility operations and maintenance, etc.) and their associated unit measurement (by hour, by foot, etc.) for the construction, repair, and rebuild of terrestrial and aquatic fixed aids. Please provide a public catalogue of rates, if such public catalogue already exists.

Task C: Towboat Services – Western Rivers

SUPPORT SERVICES FOR THE U.S. COAST GUARD AIDS TO NAVIGATION (AtoN) MISSION IN THE INLAND WATERS OF THE UNITED STATES

Market Research Questionnaire

Vendor Name: _____

Contact: _____

Phone: _____

Email: _____

This questionnaire is for informational and planning purposes only, and is a market research tool to determine the availability and adequacy of potential contractors. The Government is not obligated to and will not pay for any information received from potential sources as a result of response to this questionnaire. This questionnaire does not constitute a solicitation for bids and proposals, and is not to be construed as a commitment by the Government. The information provided herein is subject to change and in no way binds the Government to solicit for or award a competitive contract. Please be aware that all information submitted in response to this request, whether written, oral, electronic, graphic, or any other medium, is considered public information under the Freedom of Information Act, 5 U.S.C. 552. The Government will not pay for any materials provided in response to this questionnaire and submittals will not be returned to the sender.

This questionnaire is designed to help identify contractors with the capability to lease to the Coast Guard a towboat and crew for performing floating aids to navigation (AtoN) maintenance on the navigable waters of the Western Rivers. For purposes of this questionnaire, "Western Rivers" are defined as the Mississippi River and its tributaries, from Upper Mississippi River Mile 857 to Lower Mississippi River Mile 155. In addition, the Western Rivers include either in whole or portions of the Alabama, Arkansas, Black Warrior, Green, Missouri, Monongahela, Ohio, and Tennessee Rivers, the Tennessee-Tombigbee Waterway, and various other associated rivers and waterways.

1. Do you have a towboat(s) and crew to lease to the Government on a time charter basis for use with a Government provided buoy barge in tow on the navigable waters of the Western Rivers?
2. Where is the towboat's home-base and area of operation?
3. What is its availability?
4. What is the overall length and beam of the towboat?
5. What is the deck space in square feet?
6. What is its fully-loaded draft?
7. What is its freeboard at maximum draft?
8. Is the towboat equipped with radar of a type normally used for its class?

9. Is the towboat equipped with tow knees? Deck winches?
10. Is the operator licensed by the Coast Guard for uninspected towing vessel to cover the waters in which it will be operated?
11. How many engines does the towboat have and what is the horsepower of each?
12. How many props?
13. How many hours will the vessel operate based on its fuel capacity?
14. Describe the hull construction. Steel? Flat bottom? Square bow and stern?
15. Is it capable of towing a 130 foot barge at an average speed of 8 mph?
16. Does it have power-actuated steering and flanking rudders?
17. Is the power source for operation of the steering mechanism independent of the propelling engines?
18. What is the towboat's maintenance schedule and procedure/timeframe for major repair? (e.g., if one engine was down, how long would it take to be repaired?)
19. Please provide your cost elements (labor categories, types of equipment, equipment maintenance and repair, etc.) and their associated unit measurement (by hour, by foot, etc.) to lease a towboat and crew to the Coast Guard for providing floating aids to navigation maintenance. Please provide a public catalogue of rates, if such public catalogue already exists.

APPENDIX C. POTENTIAL VENDORS

Task A: Inland AtoN—Western Rivers

	<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
<i>Top 9</i>						
x-Declined	Pro-Dive, Inc.	501 Illinois Ave. PO Box 663 Ottawa	IL	815-433-5228	Inspection, maintenance/repair, diving; has done work with ACOE	http://www.pro-dive.net/
1-Survey sent	Faust Corp.	22811 Greater Mack Ave. Suite 203 St. Clair Shores	MI	586-445-2030	Docks, piles, towing; has done work for USCG, repairing buoys	http://www.faust-corp.com/
2-Survey sent	Southern Marine Construction	100 Hamm Rd.. Chattanooga	TN	423-266-1855	Piles, general marine contracting; has tugs; projects in AL, TN, WV, OH, IN, KY, MO	http://www.southernmarineconstruction.com/
3-Survey sent	Orion Marine Group	Houston	TX	713-852-6500	Pile driving, diving, inspections, repairs; 18 states	http://www.orionmarinegroup.com
4-Survey sent	J.F. Brennan Co., Inc.	820 Bainbridge St. La Crosse	WI	608-784-7173	Pile driving, construction, inspection, diving; ACOE, DOT; offices also in St. Charles, IL, and Holmes Beach, FL	http://www.jfbrennan.com/index.html
5-Survey sent	Weber Marine	Convent	LA	225-562-3547	Pile driving, dock repair/maintenance, crew transportation	http://www.webermarine.com/

	<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
6-Survey sent	Mainstream Commercial Divers, Inc.	322 C.C. Lowry Dr. Murray	KY	270-753-9654	Diving, inspection, underwater construction; ACOE work	http://www.mainstreamdivers.com/
7-Survey sent	Newt Marine	Dubuque	IA	563-557-1855	Dock construction, piling, some towing	http://www.newtmarine.com/
x-Declined	CCC Group, Inc.	Corpus Christi	TX	361-289-5155	Docks, pilings, repairs	http://www.cccgroupinc.com/Marine.htm
<i>Replacements</i>						
8-Survey sent	Marine Solutions, Inc. (MSI)	250 Gold Rush Rd., Suite 4 Lexington	KY	859-260-1055	Docks, maintenance/repair, diving; ACOE, USCG inspections and work	http://www.msiding.com/
9-Survey sent	Midco Diving & Marine Services, Inc.	PO Box 513 Rapid City	SD	800-479-1558	U/W inspections, repair, construction, ROV	http://www.midcodiving.com/
	H.C. Nutting	611 Lunken Park Dr. Cincinnati	OH	513-321-5816	Diving, inspection; has done work with ACOE, DOT	http://www.hcnutting.com/fw/main/Home-1.html
<i>Limited Area and/or Services</i>						
	American Marine Constructors, Inc.	PO Box 103 St. Joseph	MI	269-926-1717	Pile driving, underwater	http://americanmarineconstructors.com/
	Andrie, Inc.	561 E. Western Ave., PO Box 1548 Muskegon	MI	231-728-2226	Docks, piles	http://www.andrie.com/equipment/groups/construct.html
	Aquarius Marine, Inc.	Ludlow	KY	859-431-8675	Pile driving, diving, inspection	http://www.aquariusmarine.net/

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Boh Bros. Construction	New Orleans	LA	800-284-3377	Pilings, heavy lifting, dock repair/build	http://www.bohbros.com/company.html
Deano Dock & Lift, LLC	Waunakee	WI	608-850-4424	Docks, pilings, brush removal, buoys	http://www.deanodock.com/
Gerace Construction	4055 S. Saginaw Rd. Midland	MI	989-496-2440	General contracting, some diving	http://www.geraceconstruction.com/
Hart Diving and Salvage	PO Box 271 Lake Ozark	MO	573-365-3382	Dock repair, underwater inspections, construction	http://www.hartdivingandsalvage.com/index.htm
Industrial Builders, Inc.	PO Box 406 Fargo	ND	701-282-4977	Repairs, construction, diving	http://www.industrialbuilders.com/services/marine.php
Inland Marine Services, Inc.	Centennial	CO	303-699-2729	Diving inspections, underwater repair	http://inlandmarineservices.com/index.html
JB Henderson Construction	10100 Trumbull SE Albuquerque	NM	505-292-8955	General contractor	http://www.jbhenderson.com/
Kyle Construction	Cayuga	TX	903-391-7382	Pile driving, repairs	http://www.dkyleconstruction.com/services.html
Lakefront Marine Contractors	121 Wilson Ave. Maryville	TN	865-681-5444	Pile driving, dock repair	http://www.lakefrontmarine.com/
Lakes & Rivers Contracting, Inc.	PO Box 67 Lemont	IL	630-739-2460	Pile driving, dock repair/build, diving	http://www.lakesandrivers.com/
M & N of Alabama	Magnolia Springs	AL	251-965-7017	Pilings, docks	http://mnalabama.com/marineconstr.html

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Madison Coal & Supply Co.	Charleston	WV	304-926-1154	Pile driving, docks	http://www.madisoncoalandsupply.com/marineconstruction.htm
Northern Divers USA	12411 Cooney Dr. Woodstock	IL	847-293-8465	Electrical, underwater repair/construction, inspections	http://ndiversusa.tripod.com/
River Services, Inc.	4197 Parris Dr. Lenoir City	TN	865-988-3700	Docks	http://www.riverservicesinc.com/
Rocky Mountain Crane Service	Salida	CO	719-539-4966	Pile driving, land-based cranes, heavy lifting	http://www.rockymountaincrane.com/
SACC Group	802 Garfield Ave. Duluth	MN	218-727-5200	Piling, docks, heavy construction	http://www.sacchetti.com/
Trident Dock and Dredge	PO Box 899 Watervliet	MI	269-463-4072	Pier/dock	http://www.td-d.com/capabilities.htm
American Underwater Contractors, Inc.	3426 Foerster Rd. Bridgeton	MO	314-739-5235	Underwater inspections, diving	http://www.amerunderwater.com/
American Underwater Services	142 Pewitt Dr. Brentwood	TN	615-371-0000	Diving, inspection	http://www.americanunderwaterservices.com/
Bisso Marine	New Orleans	LA	504-866-6341	Material/crane barges, barges; OIL BARGING ONLY	
CJs Marine Construction	Biloxi	MS	228-466-3943	Docks	
Collins Engineers, Inc.	123 N. Wacker Dr. Suite 300 Chicago	IL	312-704-9300	Diving, inspection, repair; ENGINEERING consultants, NOT CONSTRUCTION	http://www.collinsengr.com/home%20page.htm

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Land and Marine Developments, Inc.	1902 Waldron St. Fort Pierre	SD	888-673-9010	Some docks, mostly land-based contracting	
Stewart Construction	Harvey	LA	504-361-5960	Dock build/repair	http://www.stewartconstruction.com/
Underwater Repair and Recovery Specialists	Littleton	CO	720-981-5200	Diving	
<i>No more Information Available</i>					
Advanced Diving International	PO Box 994 Kenosha	WI	800-471-1138	Dock/pier inspections	
Ahrens Pile Driving	Douglas	WY	307-358-0981	Pile driving	
Jordan Pile Driving	Mobile	AL	251-432-5000	Pile driving	
MB Western Steel Erectors	Pasadena	TX	281-487-5757	Pile driving	
Advanced Aquatics	Williamsburg	OH	937-444-0007		
Baltimore Pile Driving & Marine Construction, Inc.	5102 Norrisville Rd. White Hall	MD	410-557-6636		
Barton's Welding & Docks	Gravois Mills	MO	573-372-6247		
Best Weld Docks	29579 Silver Moon Resort Rd. Gravois Mills	MO	573-372-5248		

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
BoMac	Beaumont	TX	409-842-2125		
Central States Underwater Contracting	6025 Martway St., #103 Shawnee Mission	KS	816-523-1000		
Cole's Dock Repair & Boat	236 Troffee Rd. Camdenton	MO	573-346-7386		
Colorado Piling Service	Grand Junction	CO	970-243-2304		
Constructors Service, Inc.	Gillette	WY	307-686-7452		
Eastern Floatation Systems, Inc.	1200-C.S. Newkirk St. Baltimore	MD	800-406-6896		
Great Lakes Marine	Littleton	CO	303-791-6100		
Lakeshore Marine Contracting Inc.	18223 Ten Mile Rd., Suite 300 Roseville	MI	586-779-2737		
Lobo Inc.	Casper	WY	307-234-0256		
Marine Contracting	500 Letourneau Rd. Vicksburg	MS	601-634-1446		
Massman Construction Co.	8901 State Line Rd., PO Box 8458 Kansas City	MO	816-363-3300		

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Pentzen, Inc.	6700 Fourche Dam Pike Little Rock	AR	501-490-1044		
Reeder Trausch Marine, Inc.	6950 E US Hwy 36 Rockville	IN	765-344-1771		
Specialty Industrial Diving	Unionville Center	OH	614-496-8892		
Underwater Marine Contractors, Inc.	9535 Clinton Rd. Cleveland	OH	216-883-6683		
USS Commercial Diving Services	Burleson	TX	800-860-2178		
W.H. Engineering	Grand Junction	CO	970-245-2321		
Wabash Marine	1012 Caseyville Dock Rd. Sturgis	IN	270-333-4777		
Wabash Marine	465 S. Parker St. Suite 101 Olathe	KS	800-233-2213		
Western Piling and Caisson	Grand Junction	CO	970-243-8938		

Task B: Inland AtoN—East and Gulf Coasts

	<i>Company</i>	<i>Address</i>		<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
<i>Top 9</i>						
1-Survey sent	Myrick Marine Contracting Corp.	PO Box 60697 Savannah	GA	912-964- 0711	Pile driving, maintenance, repair, construction	http://myrickmarine.com/
2-Survey sent	Logan Diving	Jacksonville	FL	904-731- 0000	Inspection, underwater work, repairs, docks/piers, towers	http://www.logandiving.com/
3-Survey sent	Dissen & Juhn Corp.	101 Log Canoe Circle, Suite J Stevensville	MD	410-604- 1802	Pile driving, custom builds	http://www.dissen-juhn.com/
4-Survey sent	Coral Marine Construction	Marathon	FL	305-743- 0907	Docks, pilings, repair	http://www.coralmarineconstruction.com/
5-Survey sent	Walker Diving Underwater Construction	75 Waterford Rd. Hammonton	NJ	609-704- 8650	Underwater inspection, repairs, build dams/piers	http://www.walkerdiving.com/
6-Survey sent	Marine Clean Safety and Prevention	Virginia Beach	VA	757-478- 5613	Dock/pier, maintenance	http://www.marineclean.com/
x- Declined	Bobby Cahoon Marine Construction	Pamlico County	NC	252-249- 1617	Pile driving, brush clearing, salvage	http://www.bobbycahoonconstruction.com/about.htm
x- Declined	Lakeshore Towing Services, Inc.	Erie	PA	814-453- 6387	Build repair fixed/floating, diving, towing	http://www.lakeshoretowing.com/
x- Declined	Virginia Marine Structures	Chesapeake	VA	757-222- 0886	Pile driving, docks, inspections, repairs	http://www.vamarinestructures.com/index.htm

	<i>Company</i>	<i>Address</i>		<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
<i>Possibilities - Replacements</i>						
7-Survey sent	Redfish Marine Construction	Santa Rosa Beach	FL	850-622-3272	Pile driving, foundation repair, dock	http://www.redfishmarine.com/
8-Survey sent	Lucas Marine Construction, LLC	Stuart	FL	772-286-5094	Pile driving, docks	http://www.lmcllc.net/marine-construction-company.php
9-Survey sent	Steadfast Marine Services	Beaufort (County)	SC	843-838-5285	Pile driving, docks	http://www.steadfastmarine.com/
	Prescott Brothers Marine Construction	Oriental	NC	252-249-0149	Pilings	http://www.prescottmarineconstruction.com/about_us.cfm
	American Dock & Marine	Charleston	SC	843-795-2999	Pile driving, dock building/repair	http://www.americandock.net/
	Vest Marine Construction	Topping	VA	804-815-0655	Pile driving, crane/barge, dock	http://www.vestmarine.com
	Ashcraft Marine Construction	Jacksonville	FL	904-268-4680	Docks, boat lifts	http://www.ashcraftmarine.com/
	Atlantic Docks	Tampa	FL	813-882-5886	Docks	http://www.atlanticdocks.com/home2.html
	Braddock Brockman Marine Construction	St. Augustine	FL	904-824-3834	Docks	http://www.bbmarineconstruction.com/
	Cloud 9 Services	Orlando	FL	407-481-2750	Docks, repair/replace pilings	http://cloud9service.com/

<i>Company</i>	<i>Address</i>		<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Dale's Marine Construction	Gulf Breeze	FL	850-934-6360	Docks, piers	http://www.dalesmarine.com/
Duncan Seawall, Dock, & Boat Lift	Sarasota	FL	941-351-1553	Docks, lifts	http://www.duncanseawall.com/
Loftis Marine Division, Inc.	Pensacola	FL	850-934-0530	Docks	http://www.loftismarine.com/enter.shtml
Dock & Marine	Charleston	SC	843-795-4000	Docks	http://www.dockandmarine.com/index.html
John A. Johnston & Son	Belhaven	NC	252-943-7798	Piers, brush clearing	http://www.ncmarineconstruction.com/about.html
Higgins Marine Construction	Accomac	VA	631-655-5595	Docks	http://higginsmarineconstruction.com/
Speeler Enterprises	Clearwater	FL	727-530-4751	Docks	http://www.speeler.com/
<i>Services Limited</i>					
B & W Marine	Anne Arundel County	MD	800-730-3659	Pile driving, docks	http://www.bandwmarine.com/index.php
Central Marine Construction	Edgewater	MD	410-798-1693	Piers	http://www.centralmarineonline.com/
Lancaster Custom Dock	1156 Perth Rd. Troutman	NC	704-528-7400	Pilings, docks	http://www.lancasterdock.com/
Johnsen Amphibious Marine Contractors, Inc.	Merritt Island	FL	321-453-3582	Docks	http://www.brevarddocks.com/

<i>Company</i>	<i>Address</i>		<i>Phone</i>	<i>Related Services Advertised</i>	<i>Website</i>
Seaway Marine Contractors	St. Petersburg	FL	727-547-8338	Docks	http://www.seawayseawalls.com/
<i>No more information.</i>					
Sussex Marine Construction, Inc.	Frankford	DE	302-541-0504	Piling, docks/piers	http://www.sussexmarine.com/
Farrell Brothers Marine Construction	Jacksonville	FL	904-626-4506	Pile driving, docks, floating docks	-
J.A. Rauch Construction Co.	5 Oak Hill Lane Bluffton	GA	843-706-3302		-
Misener Marine Construction	202 Oxnard Dr. Savannah	GA	912-964-5112		-

Task C: Towboat Services—Western Rivers

	<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels/Service Area</i>	<i>Website</i>
<i>Top 9</i>						
1-Survey sent	Kirby Corp. (River Ops)	Baton Rouge	LA	225-201-3000	241 towing vessels	http://www.kirbycorp.com/2_inland/index.cfm
x-Declined	American Commercial Lines	Jeffersonville	IN	812-288-0100	120 towboats for inland, MS river system	http://www.aclines.com/site/aboutus/about-us.html
2-Survey sent	Blessey Marine Services	Harahan	LA	504-734-1156	40 boats: MS; OH; Cumberland, AR; Red, TN; MO; IL; Allegheny and Oachita, AL; Black Warrior Rivers; and more	http://www.blessey.com/index.html
3-Survey sent	Crouse Corp.	Paducah	KY	270-444-9611	27 boats: Ohio River and tributaries, Tennessee-Tombigbee, and Black Warrior systems	http://www.crouse.com/Default.aspx
4-Survey sent	Lewis & Clark Marine, Inc.	Granite City	IL	618-876-0200	14 boats, 750–1,800 hp	http://www.lewisandclarkmarine.com/lewis.html
5-Survey sent	McDonough Marine Service	Chesapeake	VA	757-545-0100	Towing: McDonough Project Services; also Metairie, LA, 504-780-8100, and Channelview, TX, 281-452-5887	http://www.mcdonoughmarine.com/
x-Declined	Madison Coal & Supply Co.	Charleston	WV	304-926-1154	200–5,600 hp; towing on Ohio and Kanawha Rivers	http://www.madisoncoalsupply.com/towing.htm
6-Survey sent	Luhr Bros., Inc., Contractors	PO Box 50 250 Wet Sand Bank Rd. Columbia	IL	618-281-4106	28 towboats; does work with ACOE	http://www.luhr.com/

	<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessel Service Area</i>	<i>Website</i>
7-Survey sent	Parker Towing Co., Inc.	Tuscaloosa	AL	205-349-1677	Black Warrior, Tennessee-Tombigbee, Tennessee, Cumberland, and East Canal Waterways; provide service to points such as Minneapolis, Chicago, Pittsburgh, and Houston	http://www.parkertowing.com/
<i>Replacements</i>						
8-Survey sent	Stevens Towing Co.	Yonges Island	SC	860-868-6946	Also in Edenton, NC, 252-482-1011	http://www.stevens-towing.com/
x-Declined	AEP River Operations	Chesterfield	MO	636-530-2100	56 towboats, 2,600 9,000 hp; New Orleans area inward	http://www.memcobarge.com/servABOUT.asp
9-Survey sent	Upper River Services	St. Paul	MN	651-292-9293	Towboats, ACOE	
	2-W Towing, Inc.	Houma	LA	985-594-2662	Docks, piles, towing; USCG contact believes they have performed buoy repair work	
	Orion Marine Group	Houston	TX	713-852-6500	Pile driving, diving, inspections, repairs, inland towing	
*****	Tidewater	PO Box 1210 Vancouver	WA	360-693-1491	Columbia River system; USCG contact stated that company did contract AtoN work in late 1990s	http://www.tidewater.com/
<i>Possible</i>						
	Weber Marine	Convent	LA	225-562-3547	7 towboats	http://www.webermarine.com/

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels/Service Area</i>	<i>Website</i>
United Tugs, Inc.	Harvey	LA	504-394-6622	6 inland, 9 offshore	http://www.unitedtugs.com/
Waxler Towing Co.	Memphis	TN	901-946-1607	8 vessels	http://www.waxler.com/
Lafayette Workboat Rentals	Broussard	LA	337-839-7779	6 pushboats	http://www.laworkboats.com
Hard's Marine Service		TX	800-424-4566	Only 3 boats that meet overall size dimensions	http://www.hardsmarine.com/
Hines Furlong Line, Inc.	Bowling Green	KY	270-282-0063	Mostly oil barges	http://www.hinesfurlongline.com/equip_towboats.htm
Upper River Services, Inc.	St. Paul	MN	651-731-5226	Limited range for vessels	http://www.madisoncoalandsupply.com/towing.htm
Mt. Vernon Barge Service	Mt. Vernon	IN	812-838-4889		http://www.mvbarge.com/harbor.html
Western Kentucky Navigation	Paducah	KY	270-415-9956		http://www.wkynav.com/home.asp
Limited Information					
Andrie, Inc.	Muskegon	MI	231-728-2226	Mostly Great Lakes areas	
Cottrell Contracting Corp.	Chesapeake	VA	757-547-9611		
Devall Towing & Boat Service, Inc.	Hackberry	LA	337-762-4703	Mostly intracoastal waterway	http://www.devalltowing.com/
Golding Barge Line	Vicksburg	MS	601-629-9800	Only advertises barges, but has towboat	http://www.goldingbarge.com

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels/Service Area</i>	<i>Website</i>
Hannah Marine Corp.	Lemont	IL	630-257-5457		http://www.hannahmarine.com/main
Illinois Marine Towing	Lemont	IL	630-257-8968		http://www.imtowing.com/index.html
Ingram Marine Group	St. Louis	MO	618-286-1500	Mostly larger barge services	http://www.ingrambarge.com/default.aspx?v=barge/home
Little Rock Harbor Service	Little Rock	AR	501-664-3174		
Magnolia Marine Transport Co.	Vicksburg	MS	601-638-5921	16 boats, all >1,750 hp	http://magnoliamarine.com/index.php
McNational, Inc.	Hartford	IL	740-377-4391	Advertised projects are repair-oriented	http://mcnational.com/
Newt Marine	Dubuque	IA	563-557-1855	Small towing capabilities	http://www.newtmarine.com/
Norfolk Tug Co.	Norfolk	VA	757-545-1981	Coastal only	http://www.norfolktug.com
Riverway Co.	Bloomington	MN	952-921-3994	1 boat that meets specifications	http://www.luhr.com/new_page_2.htm
SeaRiver Maritime, Inc.	Houston	TX	713-758-5000	Subsidiary company for Exxon	
Terral RiverService, Inc.	Lake Providence	LA	318-559-1500		http://www.terralriverservice.net/marine.php
U.S. United Barge Line	Metropolis	IL	618-524-3100	2 inland-only vessels	

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels Service Area</i>	<i>Website</i>
<i>No More Information Available</i>					
Accumarine Transportation, LP	Spanish Fort	AL	251-432-0973		
AccuTrans, Inc.	Kenner	LA	504-469-0500		
All Star Marine Towing		??	800-576-8562		
Allied Transportation Co.	Norfolk	VA	757-545-7301		
American River Transportation Co.	Decatur	IL	504-431-1488		
American River Transportation Co.	PO Box 2899 St. Louis	MO	314-481-8828		
Bunge Towing, Inc.	Greenville	MS	662-378-8694		
C & P Tug and Barge Co.	Portsmouth	VA	757-397-6833		http://www.cptugandbarge.com/
Calumet River Fleeting, Inc.	Whiting	IN	773-721-1600		
Campbell Transportation Co., Inc.	PO Box 124 Charleroi	PA	724-483-6543		
Cape Girardeau Fleeting Co.	Cape Girardeau	MO	573-651-4040		
Cargill Marine and Terminal, Inc.	Minneapolis	MN	852-742-7575		
CLM Marine, LLC	Gray	LA	985-226-2304		

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels/Service Area</i>	<i>Website</i>
Colle Towing Co., Inc.	Penscagoula	MS	228-762-5700		
Columbia Marine Service, LLC	Columbia	IL	618-286-2001		
Cummings Marine, Inc.	Memphis	TN	214-341-1626		
Egan Marine Corp.	Lemont	IL	630-739-0947		
Falls City Towing Co.	Louisville	KY	502-933-3080		
Fitzgerald Marine & Repair	Wyatt	MO	573-649-5003		
G.H. White, Inc.	Cleveland	TX	713-880-1290		
Gaelic Tugboat Co.	Lincoln Park	MI	313-841-3977		http://www.gaelictugboat.com/contact.html
Inland Marine Service	Hebron	KY	859-689-7707		http://www.inlandmarineservice.com/
J. Russell Flowers	Greenville	MS	314-993-8070		
JANTRAN, Inc.	Rosedale	MS	662-759-6841		
Joseph C. Domino, Inc.	Marrero	LA	504-341-1122		
Kanawha River Towing, Inc.	Gallipolis	OH	304-675-3387		

<i>Company</i>	<i>Address</i>	<i>State</i>	<i>Phone</i>	<i>Vessels/Service Area</i>	<i>Website</i>
Lakeshore Towing Services, Inc.	Erie	PA	814-453-6387		
Lawson & Lawson Towing Company, Inc.	Wynne	AR	870-238-7219		
Marine Solutions, Inc.	Nashville	TN	615-662-9608		http://www.marinesolutionsinc.net
Mccallie Marine Services	Dittmer	MO	636-452-3407		
Missouri Barge Line Co.	Cape Girardeau	MO	573-651-4040		
Norman Brothers, Inc.	Alton	IL	618-465-6455		
Osage Marine Services, Inc.	St. Louis	MO	314-421-0258		
Settoon Towing, LLC	Pierre Part	LA	985-252-4499	Upper Miss. Mile 173.5–71.3	
Shawneetown Harbor Service, Inc.	Shawneetown	IL	618-269-3095		
Southern Towing Co.	1847 Thomas Rd. PO Box 411 Memphis	TN	901-386-2644		
Superior Marine Ways, Inc.	South Point	OH	740-894-6224		
TAKO Towing, Inc.	Harvey	LA	504-348-7813		
Third Coast Towing, LLC	Corpus Christi	TX	361-881-9422		

APPENDIX D. ACOE TOWBOAT SERVICES CONTRACT

Section SF 1449 - CONTINUATION SHEET

BASE YEAR (October 1, 2006 – September 30, 2007)

ITEM NO SUPPLIES/SERVICES QTY UNIT UNIT PRICE AMOUNT

0001 Lease of one diesel towboat with
operating personnel in accordance
with the attached specifications.

1,800 Hours \$393.07 \$707,526.00

FOB: Destination

MILSTRIP: W807PM62145186

PURCHASE REQUEST NUMBER: W807PM62145186

ACRN AA - CIN: W807PM621451860001

FIRST OPTION YEAR (October 1, 2007 –September 30, 2008)

0002

OPTION

Lease of one diesel towboat with
operating personnel in accordance
with the attached specifications.

1,800 Hours \$416.65 \$749,970.00

SECOND OPTION YEAR (October 1, 2008 –September 30, 2009)

0003

OPTION

Lease of one diesel towboat with
operating personnel in accordance
with the attached specifications.

1,800 Hours \$441.65 \$794,970.00

THIRD OPTION YEAR (October 1, 2009 –September 30, 2010)

0004

OPTION

Lease of one diesel towboat with
operating personnel in accordance
with the attached specifications.

1,800 Hours \$468.15 \$842,670.00

FOURTH OPTION YEAR (October 1, 2010 –September 30, 2011)

0005

OPTION

Lease of one diesel towboat with
operating personnel in accordance
with the attached specifications.

1,800 Hours \$496.24 \$893,232.00

TOTAL BASE AND ALL OPTION YEARS \$3,988,368.00

ACCOUNTING AND APPROPRIATION DATA

AA: 96X49020000 082414 2520045L31NA NA 96224 AMOUNT: \$707,526.00

CIN W807PM621451860001: \$707,526.00

PERIOD OF PERFORMANCE: October 1, 2006 through September 30, 2007

TECHNICAL POINT OF CONTACT: Cody Eckhardt (601) 631-5665

CONTRACTING POINT OF CONTACT: Cynthia M. Brown (601) 631-7291

MAIL INVOICE TO: USACE VICKSBURG DISTRICT

ATTN: JERRY STEWART (CEMVK-OD-RN)
4155 CLAY STREET
VICKSBURG, MS 39183-3435
W912EE-06-P-0324
Page 4 of 34

SPECIFICATION FOR THE LEASE OF A DIESEL TOWBOAT

1. Object of These Specifications.

a. It is the object of these specifications to secure for the Government the lease of a towboat with operator and crew for patrolling navigable channels.

b. The boat will principally be used on the Mississippi River in connection with patrolling the channel and setting buoys. The vessel may also be used on the Yazoo River from the mouth of Yazoo Diversion Canal to Greenwood, Mississippi; on the Old River; on the Red River from Old River to Shreveport, Louisiana; and on the Black and Ouachita Rivers from the mouth of the Black to Camden, Arkansas; on the West Pearl River Navigation Project; and, at other locations within the Vicksburg District as may be designated by the Contracting Officer or duly authorized representative. Work will consist of hauling personnel; patrolling the channel with a buoy barge in tow (patrolling the channel will consist of rounding up over crossings and making several passes and/or running outside the buoyed channel to find the best water); setting or resetting buoys with a buoy barge in tow; and, towing various barges and equipment.

2. Inspection of Equipment.

a. Prior to award, an inspection will be made of the vessel offered to determine contract compliance. This inspection will take place in Vicksburg, Mississippi, and the bidder will be required to deliver the vessel for inspection at no expense to the Government. The bidder will be given a one week notice prior to the inspection. At the inspection, the vessel shall be clean, with no repair work being done, and the vessel and all associated machinery shall be in good working order. The vessel must be inspected and accepted according to USCG Uninspected Towing Vessel Guidelines found in the Safety and Health Requirements Manual EM 385-1-1, in addition to Form LMV-337-

R, Safety Inspection Check List For Tugs, Tenders, and Motorboats. Speed trials will be performed as described in paragraph 15 of these specifications.

b. If it is found that the vessel offered is not suitable for the purpose intended, or that it is not in good working order, it will not be accepted and the bid will be rejected as nonresponsive. If award is made, this pre-award inspection will not relieve the Contractor from continuing to meet contract requirements and the satisfactory operation of the vessel during the contract.

c. Inspections will be made at the beginning of each option year and random inspections will also be made during the life of the contract to ensure that the vessel is in compliance with the contract.

3. Delivery and Release. Delivery of the vessel shall be made afloat and fully found to the Vicksburg Corps of Engineers Fleet, Vicksburg Harbor Project, Vicksburg, Mississippi, within five calendar days after receipt of Notice to Proceed. When delivered, the vessel shall be ready for operation in compliance with the contract. The vessel will be released to the Contractor at the Vicksburg Corps of Engineers Fleet, Vicksburg Harbor Project, Vicksburg, Mississippi.

4. Boat Travel. The Contractor shall designate Vicksburg, Mississippi, as his homeport. Travel to and from this homeport will be made when authorized or directed by the Contracting Officer or his representative.

W912EE-06-P-0324

Page 5 of 34

5. Payments.

- a. Except as otherwise provided, payment will be made for the time during each calendar day, from the date of delivery to the date of final release of the vessel, that the vessel is in the custody of the Contracting Officer's Representative (COR), beginning when the boat reports for work each day as directed by the COR and ending when the COR informs the Contractor that further service will not be required on that particular calendar day. While patrolling the channel, the vessel will operate normally in daylight hours only and will tie up at night.
- b. Payments for each day's use will be made at the applicable hourly rate stipulated in the contract for time specified in subparagraph (a) above. Pay time will be calculated for each day to the nearest 1/4 hour.
- c. Lost Time. Lost Time will be considered as the time when the vessel is inoperative because of breakdowns and/or other causes due to the fault or negligence of the Contractor or his employees. No payment will be made for lost time or for time lost due to river conditions or other circumstances, which, in the opinion of the COR prevent or make work inadvisable. If the vessel is allowed to work with one engine inoperative, the unit price will be reduced to seventy percent (70%) of the contract unit price. Time lost for minor repairs and/or adjustments to the vessel which does not interfere with or result in loss of operating time, will not be charged as lost time to the Contractor.

6. Contract Period. The contract period shall be 365 calendar days from date of contract award. It is estimated, but not guaranteed, that the vessel will be used 180 working days, 8-10 hours per day. However, the working days may not be continuous. Work will be as ordered by the Contracting Officer, and a maximum or minimum number of days are not guaranteed for the vessel.

7. Suspension. The Government reserves the right to suspend the use of the vessel at any time upon giving oral notice to the Contractor. The COR will give such notice. The Contractor will be given oral notice, at least two days before the vessel will be required to report back to work under the contract. The contractor will not be paid for time spent in suspension. Neither the decision to suspend nor the suspension time will form the basis for any claim against the Government.

8. Performance of Plant.

a. Time is of the essence in the delivery of services under the Contract. The delivery schedule and the delivery of services performed by the vessel are crucial to the Government operations that it will be assisting, and untimely delivery of the services required under the Contract, or other unsatisfactory performance, will jeopardize the interests of the Government. Failure to timely deliver services will be cause for immediate termination of the Contract in accordance with the paragraph entitled "Termination for cause", contained in the Contract Clause entitled "Contract Terms and Conditions - Commercial Items". If at any time during the contract period, the Contracting Officer determines that the contractor is not performing as required by the contract, the contract may be immediately terminated. Specifically, but without limitation, the Contractor is put on notice that the contract may be terminated if the vessel is inoperable or not capable of safely operating for a total of 24 hours in any seven-day period, or if one engine is down for a total of 48 hours in any seven-day period.

W912EE-06-P-0324

Page 6 of 34

b. The conditions listed above are not a complete listing of causes for default termination. The Government reserves the right to terminate the contract for any other conditions of default, or convenience, as determined by the Contracting Officer and in accordance with the termination clauses of the Contract.

9. Control and Responsibility.

a. The vessel will be under the control of the Contracting Officer, or his representatives, only with regard to location and hours of contract work. A representative of the Contracting Officer will be present at all times to issue instructions with reference to locations and hours of work. However, the lease is to be considered as a time charter, as distinguished from a demise or bare boat charter, and the operation of the vessel shall at all times be under the direction of the Contractor or his employee or employees.

b. Except to respond to an immediate emergency, the Contractor shall not cease to perform an assigned mission or cease to comply with operating orders that are in effect. Nor should the vessel leave the immediate area of assigned responsibility without the approval of the COR.

10. Supervision. The Contractor will maintain proper supervision to insure compliance with the terms of the contract and orders of the Contracting Officer. No instructions of the COR, or lack thereof will relieve the Contractor from contract compliance. The COR is not authorized to waive or alter the terms or requirements of the contract, nor to make additional requirements. The COR will be designated in writing at time of contract award. The Contractor will also be notified in writing of any COR changes.

11. Crew. The Contractor shall furnish and pay all necessary crew required for the satisfactory and efficient operation of the vessel. The following crew is considered the minimum crew necessary for operation of the vessel for one shift:

1 Operator

1 Deckhand

1 Deckleader (capable of operating a diesel winch and/or hydraulic crane)

1 Cook (may be required to perform deckhand duties occasionally)

The Contractor is responsible for compliance with all applicable labor laws.

12. Licensed Personnel. The operator furnished by the Contractor shall have a current operator, uninspected towing vessel, license issued by U.S. Coast Guard to cover the waters in which it will be operated. The cook shall have food handler's examination and certificate. Under "Objectionable Employees" clause, employees furnished by the Contractor who, in the opinion of the Contracting Officer are adjudged incompetent or otherwise objectionable shall be promptly replaced by the Contractor. Failure to provide competent and capable employees at all times will be considered a failure to provide timely services under the contract and may be grounds for default termination. If the contract is terminated for default, the Contractor will be responsible for excess procurement costs.

13. Expenses of Operation and Repair.

W912EE-06-P-0324

Page 7 of 34

a. Except as hereinafter provided, the Contractor shall furnish at his own expense all operators, labor, lubricating oils, greases, appliances, appurtenances, equipment, materials, and bear all expenses incidental to the efficient operation of the vessel in connection with the work under the contract. The Contractor shall also bear all direct overhead and collateral expenses incidental to the operation, upkeep and repair of the vessel. He shall maintain the vessel in a good state of repair and shall arrange for a supply of renewal parts to be on hand when needed for the vessel. The Government will furnish all fuel for the operation of the boat without cost to the Contractor. The fuel tanks on the boat must be filled to the maximum capacity upon each delivery of the boat to the Contracting Officer and will be filled to the maximum capacity before each release to the Contractor.

b. When the Government is furnishing transportation to government employees working at the same location that the Contractor's vessel is being used, the same transportation facilities, to the extent of available space, will be available for use by the Contractor or his employees without cost to the Contractor. For and in consideration of the this privilege, the Contractor releases and agrees to indemnify and save harmless the United States from any and all claims, damage, demands, actions rights of action, costs and/or charges resulting from any loss, death, injury or property damage sustained by the Contractor, or his employees, agents; representatives, heirs or assigns, or by the United States, or by any other person or persons or company arising from, incident to, or as a result of the exercise of said privilege.

c. When the personnel of the Government unit using the Contractor's vessel are quartered and/or working in connection with the Government floating plant, the Contractor may, after obtaining the consent of the Officer in Charge of such plant, tie up to the plant while it is at anchor or tied off to the bank. If mutually agreeable to the Government and Contractor, the Contractor's vessel will be taken into tow by the Government plant; provided that it will be the responsibility solely of the Contractor to properly secure his vessel to the Government plant; and further provided that in the event the Contractor's vessel is taken in tow by the Government plant, the Contractor will have on board the tow at all times a qualified operator. If the Contractor's vessel is not taken into tow by the Government plant, it will be the sole responsibility of the Contractor to see that his vessel is separated there from and moved to a safe distance prior to any movement of the Government plant. For and in consideration of this privilege, the Contractor releases and agrees to indemnify and save harmless the United States from any and all claims, damage, demands, actions rights of action, costs and/or charges resulting from any loss, death, injury or property damage sustained by the Contractor, or his employees, agents; representatives, heirs or assigns, or by the United States, or by any other person or persons or company arising from, incident to, or as a result of the exercise of said privilege.

14. Subsistence and Quarters.

a. The Contractor shall be responsible for furnishing subsistence and quarters to the entire crew at no cost to the Government. The Contractor shall provide sufficient freezer space to accommodate subsistence for 5 persons for 12 days duration.

b. The Contractor shall furnish the same subsistence and quarters to the COR assigned to the boat at no additional cost to the Government.

W912EE-06-P-0324

Page 8 of 34

c. The vessel shall be equipped with an air conditioner and heater of suitable size for the area heated or cooled in the galley, pilothouse, and the crew quarters.

d. The Contractor shall furnish a washing machine and dryer on the vessel for the crew and Government representatives use.

e. The vessel's potable water supply shall be inspected by the health department every six months with a copy of the results supplied to the government.

f. When the contractor's representative is aboard the vessel, there is to be no smoking in living or indoor working areas.

15. Speed Trials. The average speed of eight (8) miles per hour for the vessel with buoy barge (32' x 100' x 4') in tow shall be determined by running a measured course downstream and upstream with the mean speed of the two runs used as the average. Speed trials will be run at Vicksburg, Mississippi, prior to the award of the contract. The prospective Contractor will be required to deliver the vessel for these tests at his own expense. If the vessel fails to meet the speed test, the Contractor will be given 3 days from date of the test to comply with the Government's speed requirements. Speed trials may also be run as often during the life of the contract as considered necessary by the Contracting Officer to assure that the vessel is kept in satisfactory operating condition at all times. If the vessel fails to meet the speed test within 3 calendar days, the bid will be rejected as nonresponsive. Failure to meet speed trials after award will be considered grounds for termination for default.

16. Process for Obtaining Current Requirements of the U.S. Army Corps Of Engineers Safety and Health Requirements Manuel (EM 385-1-1). Contractors are required to comply with the latest version, and all posted changes, of the U.S. Army Corps Of Engineers Safety and Health Requirements Manuel in effect on the issue date of this solicitation. EM 385-1-1 and changes are available on the Internet at

<http://www.hq.usace.army.mil> (at the HQ homepage, select "Safety and Occupational Health", and then select "EM 385-1-1" for the manual or, "changes to EM" for the most recent changes to the manual). Prior to making an offer, offerors should check the referenced website for the latest changes. No separate payment will be made for compliance with the requirements of this paragraph, or for compliance with other safety requirements of the contract.

a. Accident Prevention Program. Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to commencement of the work, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. The plan shall be prepared in the following format:

(1) An executed MVD FORM 358-R, "Administrative Plan" (available upon request), see Appendix A, "Minimum Basic Outline for Accident Prevention Plan" of EM 385-1-1.

(2) An executed MVD FORM 359-R, "Activity Hazard Analysis" (available upon request), see paragraph 01.A.09 and figure 1-1 of EM 385-1-1.

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on MVD Form 414R Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

W912EE-06-P-0324

Page 9 of 34

(5) The Contractor shall not commence physical work at the site until the plan has been accepted by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also, refer to Section 1, "Program Management", paragraph 01.B, "Indoctrination and Training" of EM 385-1-1.

b. Permits and Responsibilities. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations, applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence.

c. Means of Escape for Personnel Quartered or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 610 mm by 915 mm or 24 inches by 36 inches), which leads to a different exit route. Refer to Section 19, "Floating Plant and Marine Activities" of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

d. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

2.1 Fire Alarm Signals. The general fire alarm signal shall be in accordance with Paragraph 97.13-15b of the "Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels", Sub-Chapter 1, 1 Sep 77 (CG 257).

2.2 Abandon Ship Signals. The signal for abandon ship shall be in accordance with Paragraph 97.13-15c of reference cited in paragraph "2.1" above.

2.3 Man-Overboard Signal. Hail and pass the word to the pilot house. All personnel and vessels capable of rendering assistance shall respond.

e. COAST GUARD MASTER OF TOWING LICENSE. A Coast Guard Master of Towing License shall be required for the operator of any motorboat 26' long, or longer.

W912EE-06-P-0324

Page 10 of 34

NOTE: REQUIREMENTS ARE IN ADDITION TO THOSE CONTAINED IN EM 385-1-1.

f. Employees under this contract will be required to wear hard hats at all times when working outside covered areas. Life preservers shall be worn at all times when working on open deck floating plant not protected by guardrails. Hard hats and life preservers shall be furnished by and at the expense of the Contractor. Employees are required to wear shirts and long pants.

g. Section 3 of the Safety and Health Requirements provides that when a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, at least two employees on each shift shall be qualified to administer first aid and CPR. First aid attendants shall hold certification in first aid and cardiopulmonary resuscitation (CPR) training from the American Red Cross, from an agency whose training is deemed equivalent by the American Red Cross, or from a licensed physician. The certification shall not be older than three years from the date of issue, unless the currency period is specified otherwise by the issuing agency. The vessel should have on board at least one sixteen-unit first aid kit. A Coast Guard Operator's License in lieu of an American Red Cross is not acceptable. Evidence of such qualification must be furnished to the Contracting Officer prior to commencement of work under this contract, if the work party consists of two or more employees.

17. Pollution Control.

a. Contamination of Water. The Contractor shall not pollute lakes, ditches, rivers, and reservoirs with fuel, oils, bitumen's, calcium chloride, insecticides, herbicides, or other similar material harmful to fish, shellfish, or wildlife, or materials which may be detrimental to outdoor recreation. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Parish, and Municipal laws concerning pollution of rivers and stream, and protection of health, shellfish, fish and domestic. See also paragraph 16b, "Permits and Responsibilities."

b. Disposal of Materials. The methods and locations of disposal of materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., shall be such that harmful debris will not enter lakes, ditches, rivers, or reservoirs by erosion.

c. The vessel shall be equipped with an emergency holding tank for bilge slop, oil, fuel oil, etc., incase the onboard discharge filter system is at anytime inoperative.

d. The entire crew shall be trained and instructed in the issues that no material, solid or liquid, shall be thrown overboard into any waterway of the United States from the vessel or barge in tow.

18. Diesel Vessel.

a. The hull of the vessel shall be of steel construction, of the flat bottom type, with square bow and stern; shall be suitable for operation on the

Mississippi River and shall be capable of being easily handled in swift currents and maneuvered in close places. The vessel shall at all times comply with the current rules and regulations of the U.S. Coast Guard and shall be seaworthy and in good mechanical condition. All doors should open outward and all hatches should be of the type that can be made watertight. All hatches and doors shall have hooks and eyes installed for latch back. Tugs will not be considered.

W912EE-06-P-0324

Page 11 of 34

- b. The sound pressure level in the pilothouse and sleeping area shall not exceed 85 decibels slow response.
- c. All windows and doors capable of being opened, besides the engine room, shall have screens installed.
- d. The vessel shall be of the twin-screw propeller type, driven by two (2) marine diesel engines of not less than 400 horsepower each and each shall be equipped with storage batteries, generator, and self starter. It shall have power-actuated steering and flanking rudders. The power rating shall be for continuous towboat-type application for heavy-duty service condition. Power source for operation of the steering mechanism shall be independent of the propelling engines. The boat shall be equipped with deck winches for making up tow. The vessel shall have the following general dimensions:
Overall Length Measured at extreme points over the deck
excluding sheer - not less than 65 feet.
Beam Measured at extreme points - not less than 19 feet.
Deck Space (a) Minimum 130 square feet.
(b) Equipped with tow knees.
Draft (Fully loaded with fuel)
Maximum 7.0 feet.
Freeboard (With sufficient fuel aboard for 5-day operation*) Minimum 18 inches.
Pilot House Eye level not less than 25 feet above water surface.
* Note: For purpose of freeboard computation, fuel requirements will be based on 1/2 lb./bhp/hr. or 0.07102 gal./bhp/hr.
- d. Any additions or other alterations of a nonpermanent nature, made to a boat for the purpose of changing its normal or regular dimensions in order to comply with these specifications will cause rejection of the bid as nonresponsive.
- e. The vessel shall be capable of pushing a buoy barge at an average speed of 8 miles per hour in accordance with paragraph 15 of these specifications.
- f. The vessel shall be equipped with an electrical system of sufficient capacity for the satisfactory operation of a fathometer, two ship-to-ship radios and an F.M. radio over a 24-hour period. The fathometer operates on a 12-volt D.C. current and imposes a load of 168 watts. Electrical supply shall be by generator sets of a minimum of 30kw, 480V, three phase with more than one electrical outlet in the pilothouse to connect 120V to 12V power supplies for electronic equipment. Shore power plug shall be compatible with 100 Amp Appleton or equal plug. Government-owned fathometer will be installed by Government personnel, and will be removed from the vessel by Government personnel prior to release of the vessel to the Contractor upon completion of the contract. The Contractor shall furnish 3 ship-to-ship radios and maintain them in good operating condition at all times. Ship-to-ship radios must be equipped with marine channels 6, 12, 13, 14, 16, 22, 67, 82, and 83. The
- W912EE-06-P-0324

Page 12 of 34

contractor shall provide a cellular telephone for his, along with his employees, use. The contractor shall also provide portable fm radios for communications.

g. The vessel shall have fuel tanks with capacity of not less than 150 hours of operating time.

h. The vessel shall be equipped with an automatic bilge pump with a minimum capacity of 1200 gal. per hour piped through a U.S. Coast Guard approved oil/water separator permanently wired into the electrical system.

i. The vessel shall be equipped with a console-type radar set, easily readable from the boat operator's normal position during the day or night. The radar shall be of a type normally used for this class of vessel and shall be maintained in good operating condition at all times at the Contractor's expense.

j. The vessel shall be required to have an AIS System compatible with the Corps of Engineers Navigation Program, and as required on vessels of length greater than 65 feet by the United States Coast Guard.

k. The vessel will be required to be sprayed for insects monthly by a licensed exterminator.

l. The Contractor is required to be familiar with, and keep on board the vessel, applicable Notices to Mariners, Light List, 33 CFR Parts 125-199, and Navigation Rules (rules of the road).

W912EE-06-P-0324

Page 13 of 34
W912EE-06-P-0324
Page 14 of 34

94-2297 MS, JACKSON

WAGE DETERMINATION NO: 94-2297 REV (27) AREA: MS,JACKSON
HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2298

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2297
William W.Gross Division of | Revision No.: 27
Director Wage Determinations| Date Of Revision: 05/23/2006

State: Mississippi
Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

****Fringe Benefits Required Follow the Occupational Listing****

- OCCUPATION CODE - TITLE MINIMUM WAGE RATE
- 01000 - Administrative Support and Clerical Occupations
 - 01011 - Accounting Clerk I 8.84
 - 01012 - Accounting Clerk II 10.71
 - 01013 - Accounting Clerk III 14.00
 - 01014 - Accounting Clerk IV 16.68
 - 01030 - Court Reporter 12.66
 - 01050 - Dispatcher, Motor Vehicle 13.99
 - 01060 - Document Preparation Clerk 9.38
 - 01070 - Messenger (Courier) 8.26
 - 01090 - Duplicating Machine Operator 10.27
 - 01110 - Film/Tape Librarian 10.03
 - 01115 - General Clerk I 8.86
 - 01116 - General Clerk II 10.04
 - 01117 - General Clerk III 10.94
 - 01118 - General Clerk IV 12.27
 - 01120 - Housing Referral Assistant 16.44
 - 01131 - Key Entry Operator I 9.96
 - 01132 - Key Entry Operator II 10.81
 - 01191 - Order Clerk I 10.66
 - 01192 - Order Clerk II 12.92
 - 01261 - Personnel Assistant (Employment) I 10.57
 - 01262 - Personnel Assistant (Employment) II 13.48
 - 01263 - Personnel Assistant (Employment) III 14.43
 - 01264 - Personnel Assistant (Employment) IV 16.20
 - 01270 - Production Control Clerk 14.51
 - 01290 - Rental Clerk 9.94
 - 01300 - Scheduler, Maintenance 11.41
 - 01311 - Secretary I 11.41
 - 01312 - Secretary II 12.66
 - 01313 - Secretary III 16.44
 - 01314 - Secretary IV 19.90
 - 01315 - Secretary V 20.17
 - 01320 - Service Order Dispatcher 12.25
 - 01341 - Stenographer I 11.77
 - 01342 - Stenographer II 12.49
 - 01400 - Supply Technician 17.35
 - 01420 - Survey Worker (Interviewer) 12.10
 - 01460 - Switchboard Operator-Receptionist 10.87
 - 01510 - Test Examiner 12.66
 - 01520 - Test Proctor 12.66
 - 01531 - Travel Clerk I 9.50
 - 01532 - Travel Clerk II 9.99
 - 01533 - Travel Clerk III 10.48

W912EE-06-P-0324

Page 15 of 34

01611 - Word Processor I 9.77
 01612 - Word Processor II 12.09
 01613 - Word Processor III 13.10
 03000 - Automatic Data Processing Occupations
 03010 - Computer Data Librarian 10.97
 03041 - Computer Operator I 12.62
 03042 - Computer Operator II 15.62
 03043 - Computer Operator III 19.22
 03044 - Computer Operator IV 24.55
 03045 - Computer Operator V 27.20
 03071 - Computer Programmer I (1) 15.94
 03072 - Computer Programmer II (1) 18.78
 03073 - Computer Programmer III (1) 24.22
 03074 - Computer Programmer IV (1) 27.62
 03101 - Computer Systems Analyst I (1) 25.54
 03102 - Computer Systems Analyst II (1) 27.62
 03103 - Computer Systems Analyst III (1) 27.62
 03160 - Peripheral Equipment Operator 13.70
 05000 - Automotive Service Occupations
 05005 - Automotive Body Repairer, Fiberglass 18.23
 05010 - Automotive Glass Installer 15.44
 05040 - Automotive Worker 15.44
 05070 - Electrician, Automotive 16.31
 05100 - Mobile Equipment Servicer 13.56
 05130 - Motor Equipment Metal Mechanic 17.17
 05160 - Motor Equipment Metal Worker 15.44
 05190 - Motor Vehicle Mechanic 16.52
 05220 - Motor Vehicle Mechanic Helper 12.53
 05250 - Motor Vehicle Upholstery Worker 14.42
 05280 - Motor Vehicle Wrecker 15.44
 05310 - Painter, Automotive 16.31
 05340 - Radiator Repair Specialist 15.44
 05370 - Tire Repairer 12.92
 05400 - Transmission Repair Specialist 17.17
 07000 - Food Preparation and Service Occupations (not set) - Food Service Worker 6.78
 07010 - Baker 9.44
 07041 - Cook I 8.12
 07042 - Cook II 9.23
 07070 - Dishwasher 6.42
 07130 - Meat Cutter 12.38
 07250 - Waiter/Waitress 6.56
 09000 - Furniture Maintenance and Repair Occupations
 09010 - Electrostatic Spray Painter 15.33
 09040 - Furniture Handler 9.68
 09070 - Furniture Refinisher 15.33
 09100 - Furniture Refinisher Helper 11.79
 09110 - Furniture Repairer, Minor 13.56
 09130 - Upholsterer 15.33
 11030 - General Services and Support Occupations
 11030 - Cleaner, Vehicles 9.09
 11060 - Elevator Operator 7.62
 11090 - Gardener 12.90
 11121 - House Keeping Aid I 6.85
 11122 - House Keeping Aid II 7.62
 11150 - Janitor 7.80
 11210 - Laborer, Grounds Maintenance 8.79
 11240 - Maid or Houseman 6.85
 11270 - Pest Controller 11.19
 11300 - Refuse Collector 7.72
 11330 - Tractor Operator 11.93
 11360 - Window Cleaner 8.72
 12000 - Health Occupations
 12020 - Dental Assistant 14.54
 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver 12.04
 12071 - Licensed Practical Nurse I 11.33
 12072 - Licensed Practical Nurse II 12.71
 12073 - Licensed Practical Nurse III 14.20
 12100 - Medical Assistant 11.07
 12130 - Medical Laboratory Technician 12.73

12160 - Medical Record Clerk 10.55
12190 - Medical Record Technician 13.54
12221 - Nursing Assistant I 8.08
12222 - Nursing Assistant II 9.08
12223 - Nursing Assistant III 9.91
12224 - Nursing Assistant IV 11.12
12250 - Pharmacy Technician 12.19
12280 - Phlebotomist 11.34
12311 - Registered Nurse I 18.16
12312 - Registered Nurse II 22.23
12313 - Registered Nurse II, Specialist 22.23
12314 - Registered Nurse III 26.91
12315 - Registered Nurse III, Anesthetist 26.91
12316 - Registered Nurse IV 32.22
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian 16.34
13011 - Exhibits Specialist I 12.99
13012 - Exhibits Specialist II 14.95
13013 - Exhibits Specialist III 18.30
13041 - Illustrator I 12.99
13042 - Illustrator II 14.95
13043 - Illustrator III 18.30
13047 - Librarian 16.56
13050 - Library Technician 10.38
13071 - Photographer I 12.42
13072 - Photographer II 14.01
13073 - Photographer III 16.88
13074 - Photographer IV 21.41
13075 - Photographer V 25.89
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler 7.05
15030 - Counter Attendant 7.05
15040 - Dry Cleaner 8.14
15070 - Finisher, Flatwork, Machine 7.05
15090 - Presser, Hand 7.05
15100 - Presser, Machine, Drycleaning 7.05
15130 - Presser, Machine, Shirts 6.96
15160 - Presser, Machine, Wearing Apparel, Laundry 6.96
15190 - Sewing Machine Operator 8.69
15220 - Tailor 9.10
15250 - Washer, Machine 7.46
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom) 15.32
19040 - Tool and Die Maker 18.56
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator 13.99
21020 - Material Coordinator 14.51
21030 - Material Expediter 14.51
21040 - Material Handling Laborer 10.42
21050 - Order Filler 9.34
21071 - Forklift Operator 11.30
21080 - Production Line Worker (Food Processing) 11.30
21100 - Shipping/Receiving Clerk 10.85
21130 - Shipping Packer 11.70
21140 - Store Worker I 8.07
21150 - Stock Clerk (Shelf Stocker; Store Worker II) 11.96
21210 - Tools and Parts Attendant 13.37
21400 - Warehouse Specialist 11.30
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic 16.87
23040 - Aircraft Mechanic Helper 12.31
23050 - Aircraft Quality Control Inspector 17.71
23060 - Aircraft Servicer 14.17
23070 - Aircraft Worker 15.18
23100 - Appliance Mechanic 15.98
23120 - Bicycle Repairer 12.32
23125 - Cable Splicer 17.75
23130 - Carpenter, Maintenance 15.33
23140 - Carpet Layer 14.80
23160 - Electrician, Maintenance 22.67
23181 - Electronics Technician, Maintenance I 16.50

23182 - Electronics Technician, Maintenance II 17.35
23183 - Electronics Technician, Maintenance III 18.30
23260 - Fabric Worker 13.56
23290 - Fire Alarm System Mechanic 16.14
23310 - Fire Extinguisher Repairer 13.18
23340 - Fuel Distribution System Mechanic 16.14
23370 - General Maintenance Worker 14.93
23400 - Heating, Refrigeration and Air Conditioning Mechanic 17.19
23430 - Heavy Equipment Mechanic 16.14
23440 - Heavy Equipment Operator 16.14
23460 - Instrument Mechanic 16.14
23470 - Laborer 9.32
23500 - Locksmith 15.33
23530 - Machinery Maintenance Mechanic 17.75
23550 - Machinist, Maintenance 16.14
23580 - Maintenance Trades Helper 11.78
23640 - Millwright 16.14
23700 - Office Appliance Repairer 15.33
23740 - Painter, Aircraft 15.33
23760 - Painter, Maintenance 15.33
23790 - Pipefitter, Maintenance 16.42
23800 - Plumber, Maintenance 15.60
23820 - Pneudraulic Systems Mechanic 16.14
23850 - Rigger 16.14
23870 - Scale Mechanic 14.52
23890 - Sheet-Metal Worker, Maintenance 16.14
23910 - Small Engine Mechanic 14.52
23930 - Telecommunication Mechanic I 17.99
23931 - Telecommunication Mechanic II 18.88
23950 - Telephone Lineman 17.99
23960 - Welder, Combination, Maintenance 16.14
23965 - Well Driller 16.14
23970 - Woodcraft Worker 16.14
23980 - Woodworker 13.97
24000 - Personal Needs Occupations
24570 - Child Care Attendant 7.31
24580 - Child Care Center Clerk 9.15
24600 - Chore Aid 7.60
24630 - Homemaker 11.16
25000 - Plant and System Operation Occupations
25010 - Boiler Tender 16.14
25040 - Sewage Plant Operator 15.33
25070 - Stationary Engineer 16.14
25190 - Ventilation Equipment Tender 11.78
25210 - Water Treatment Plant Operator 15.33
27000 - Protective Service Occupations
(not set) - Police Officer 16.23
27004 - Alarm Monitor 11.58
27006 - Corrections Officer 12.60
27010 - Court Security Officer 14.00
27040 - Detention Officer 12.60
27070 - Firefighter 15.01
27101 - Guard I 7.58
27102 - Guard II 11.14
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer 13.33
28020 - Hatch Tender 13.33
28030 - Line Handler 13.33
28040 - Stevedore I 11.72
28050 - Stevedore II 14.51
29000 - Technical Occupations
21150 - Graphic Artist 16.29
29010 - Air Traffic Control Specialist, Center (2) 31.48
29011 - Air Traffic Control Specialist, Station (2) 21.74
29012 - Air Traffic Control Specialist, Terminal (2) 23.91
29023 - Archeological Technician I 11.07
29024 - Archeological Technician II 12.20
29025 - Archeological Technician III 16.62
29030 - Cartographic Technician 15.11
29035 - Computer Based Training (CBT) Specialist/ Instructor 25.54
29040 - Civil Engineering Technician 16.36

29061 - Drafter I 13.58
29062 - Drafter II 15.25
29063 - Drafter III 19.14
29064 - Drafter IV 23.69
29081 - Engineering Technician I 10.29
29082 - Engineering Technician II 11.55
29083 - Engineering Technician III 12.91
29084 - Engineering Technician IV 15.99
29085 - Engineering Technician V 23.08
29086 - Engineering Technician VI 25.40
29090 - Environmental Technician 18.11
29100 - Flight Simulator/Instructor (Pilot) 30.38
29160 - Instructor 20.21
29210 - Laboratory Technician 13.50
29240 - Mathematical Technician 14.47
29361 - Paralegal/Legal Assistant I 14.19
29362 - Paralegal/Legal Assistant II 19.12
29363 - Paralegal/Legal Assistant III 23.40
29364 - Paralegal/Legal Assistant IV 28.30
29390 - Photooptics Technician 16.73
29480 - Technical Writer 25.40
29491 - Unexploded Ordnance (UXO) Technician I 20.02
29492 - Unexploded Ordnance (UXO) Technician II 24.22
29493 - Unexploded Ordnance (UXO) Technician III 29.03
29494 - Unexploded (UXO) Safety Escort 20.02
29495 - Unexploded (UXO) Sweep Personnel 20.02
29620 - Weather Observer, Senior (3) 18.53
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 16.33
29622 - Weather Observer, Upper Air (3) 16.33
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver 12.10
31260 - Parking and Lot Attendant 8.10
31290 - Shuttle Bus Driver 10.74
31300 - Taxi Driver 9.33
31361 - Truckdriver, Light Truck 11.15
31362 - Truckdriver, Medium Truck 13.13
31363 - Truckdriver, Heavy Truck 14.99
31364 - Truckdriver, Tractor-Trailer 14.99
99000 - Miscellaneous Occupations
99020 - Animal Caretaker 7.78
99030 - Cashier 7.19
99041 - Carnival Equipment Operator 9.58
99042 - Carnival Equipment Repairer 10.35
99043 - Carnival Worker 7.05
99050 - Desk Clerk 8.12
99095 - Embalmer 20.02
99300 - Lifeguard 10.52
99310 - Mortician 20.02
99350 - Park Attendant (Aide) 13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 9.00
99500 - Recreation Specialist 10.89
99510 - Recycling Worker 9.53
99610 - Sales Clerk 10.60
99620 - School Crossing Guard (Crosswalk Attendant) 8.47
99630 - Sport Official 9.21
99658 - Survey Party Chief (Chief of Party) 12.90
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 11.73
99660 - Surveying Aide 9.39
99690 - Swimming Pool Operator 12.90
99720 - Vending Machine Attendant 10.50
99730 - Vending Machine Repairer 12.90
99740 - Vending Machine Repairer Helper 10.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

W912EE-06-P-0324

Page 19 of 34

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The

W912EE-06-P-0324

Page 20 of 34

relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
 - 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

W912EE-06-P-0324

CLAUSES INCORPORATED BY FULL TEXT

52.000-4202 MINIMUM INSURANCE REQUIREMENTS

- a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the States of Arkansas, Louisiana, and Mississippi, and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.
- b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy and property damage liability in the amount of \$100,000 per occurrence on the comprehensive form of the policy.
- c. Marine Insurance. Hull policy must be endorsed for towers' liability (tow and cargo) and the amount of the policy must be supplemented by excess towers' liability in the minimum amount of \$1,000,000, and also by excess protection and indemnity insurance in an amount not less than \$1,000,000. All policies must be endorsed for navigation limits applicable to this contract. The United States Army Corps of Engineers, Vicksburg District, must be named as an additional insured on all policies, and the policies shall contain an endorsement waiving subrogation against the United States. In the event of material changes in coverage or of cancellation of any policy, written notice shall be given to the Contracting Officer at least 30 days prior to the effective date of such change or cancellation.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

- (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 postacceptance rights
 - (1) within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, W912EE-06-P-0324

Page 22 of 34

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.

W912EE-06-P-0324

Page 23 of 34

(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.

W912EE-06-P-0324

Page 24 of 34

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(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.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

W912EE-06-P-0324

Page 25 of 34

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

XX__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

NA__ (4) [Removed].

NA__ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA__ (ii) Alternate I (OCT 1995) of 52.219-6.

NA__ (iii) Alternate II (MAR 2004) of 52.219-6.

NA__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA__ (ii) Alternate I (OCT 1995) of 52.219-7.

NA__ (iii) Alternate II (MAR 2004) of 52.219-7.

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

NA__ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

NA__ (ii) Alternate I (OCT 2001) of 52.219-9

NA__ (iii) Alternate II (OCT 2001) of 52.219-9.

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

NA__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA__ (ii) Alternate I (JUNE 2003) of 52.219-23.

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

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

W912EE-06-P-0324

Page 26 of 34

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

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

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

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

NA___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

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

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

NA___ (ii) Alternate I (JAN 2004) of 52.225-3.

NA___ (iii) Alternate II (JAN 2004) of 52.225-3.

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

XX See Deviation___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

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

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

W912EE-06-P-0324

Page 27 of 34

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

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

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

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

XX____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

NA____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

XX____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

W912EE-06-P-0324

Page 28 of 34

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

W912EE-06-P-0324

Page 29 of 34
(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Towboat Operator XG-07/02 \$15.15

Deckhand XF-06/02 \$12.68

Deckhand Leader XG-06/02 \$13.95

Cook XF-05/02 \$11.60

Fringe Benefits:

- a. Life and Health Insurance
- b. Retirement
- c. Ten Paid Holidays
- d. Paid Sick Leave
- e. Paid Annual Leave (vacation)

(End of clause)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003) (DEVIATION)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is

W912EE-06-P-0324

Page 30 of 34

longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

W912EE-06-P-0324

Page 31 of 34

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.)

This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

W912EE-06-P-0324

Page 32 of 34

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) 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.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible 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.
- (g)
 - (1)
 - (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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.
 - (2) 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 FAR 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.
- (h) 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.

(End of clause)

W912EE-06-P-0324

Page 33 of 34

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

NA___ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

XX___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

NA___ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

NA___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

NA___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

NA___ 252.225-7021 Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA___ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

NA___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

W912EE-06-P-0324

Page 34 of 34

NA___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX___ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

NA___ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

XX___ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

NA___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III (May 2002).

NA___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)