

TEXAS DEPARTMENT OF TRANSPORTATION
PROCUREMENT DIVISION

SPECIFICATION NO.
TxDOT 962-69-41C*
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MARINE TEMPORARY PERSONNEL SERVICE, FERRY
PUBLICATION

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1. **SCOPE:** This solicitation is to provide services for marine temporary personnel for Ferryboat Engineers and Able Seaman Deckhands (herein referred to as “temporary workers”) for the ferry operating between Galveston and Port Bolivar (Ref. Attachment A - Job Descriptions).
2. **DEFINITIONS OF TERMS AND ACRONYMS**
 - 2.1. ANSI – American National Standards Institute.
 - 2.2. CFR – Code of Federal Regulations.
 - 2.3. DOT – Department of Transportation.
 - 2.4. HSP – HUB Subcontracting Plan.
 - 2.5. HUB – Historically Underutilized Business.
 - 2.6. LEAD CAPTAIN – TxDOT’s primary point of contact for the vendor and vendor personnel. Serves as Contract Manager.
 - 2.7. SUBCONTRACTOR – A company which has entered into a contractual agreement with the vendor to provide temporary personnel services to TxDOT.
 - 2.8. TEMPORARY WORKERS – Vendor employees or subcontractor(s) employees who physically provide service under this specification.
 - 2.9. USDOT – United States DOT.

* This Specification Supersedes TxDOT Specification No. 962-69-41C, Dated July 2007

2.10. VENDOR – Successful respondent.

3. RESPONDENT QUALIFICATIONS: The respondent shall:

3.1. Be a company engaged in the business of providing marine temporary personnel services for a minimum of two years within the last three years. Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

3.2. Be in good financial standing and not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.

TxDOT may request a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.

When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section §2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

3.2.1. Balance sheets.

3.2.2. Net working capital.

3.2.3. Current asset ratio.

3.2.4. Liquidity ratio.

3.2.5. Auditor(s) notes.

3.2.6. Any notes to the financial statements.

4. **REFERENCES:** The respondent shall submit references for all identical and similar services, which are alike in size and scope that verify the qualifications and experience requirements for services completed for two years within the last three years. References shall illustrate the respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references (Ref. Schedule 2 – References).

5. **KEY PERSONNEL QUALIFICATIONS:** The vendor shall provide the following temporary worker(s):
 - 5.1. **ABLE SEAMAN DECKHAND:** The Able Seaman Deckhand shall:
 - 5.1.1. Have a valid (non-expired) USCG Merchant Mariners document for Able-Bodied Seaman with a minimum endorsement of "able seaman special".
 - 5.1.2. Attend three days of TxDOT-provided orientation, if a new employee.

NOTE: For the job description, Ref. Attachment A – Job Descriptions.
 - 5.2. **FERRYBOAT ENGINEER:** The Ferryboat Engineer shall:
 - 5.2.1. Have a valid (non-expired) USCG license as Chief Marine Engineer of Motor Vessels of at least 3000 horse power or greater.
 - 5.2.2. Have completed a USCG physical examination for an original license and renewal.
 - 5.2.3. Attend two weeks of TxDOT-provided orientation, if a new employee.

NOTE: For the job description, Ref. Attachment A – Job Descriptions.

6. **VENDOR REQUIREMENTS:** The vendor shall:
 - 6.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.
 - 6.2. Ensure that temporary worker(s) attend TxDOT's sponsored orientation along with on the job orientation prior to commencement of work under the purchase order. The length of orientation will vary in accordance with Attachment A – Job Descriptions. Failure to complete the orientation as required by TxDOT will result in replacement of the temporary worker(s).

7. **DRUG TESTING:** The vendor shall comply with 46 CFR Part 4, Coast Guard DOT Marine Casualties and Investigations; 46 CFR Part 16, Chemical Testing and 49 CFR Part 40, USDOT Procedures For Transportation Workplace Drug and Alcohol Testing Programs. More specifically, the vendor shall:
 - 7.1. Conduct pre-employment drug testing required in 46 CFR Section §16.210 as well as conduct the inquiries required in 49 CFR Section §40.25 prior to the placement of all temporary workers for safety-sensitive duties.
 - 7.2. Establish a program for random drug testing for all temporary workers as required by 46 CFR Section §16.230. While the temporary worker is unavailable for duties due to this requirement, vendor shall provide a suitable replacement temporary worker.
 - 7.3. Remove a temporary worker that TxDOT reasonably suspects of using a dangerous drug and completing the requirements of 46 CFR Section §16.250. While the temporary worker is unavailable for duties due to this requirement, vendor shall provide a suitable replacement temporary worker. If tested, results of testing shall be provided to TxDOT prior to the temporary worker's return to safety-sensitive duties.
 - 7.4. Conduct drug and alcohol testing for temporary workers that TxDOT identifies and reports as involved in a serious marine incident as required by 46 CFR Section §4.06. Results of required testing shall be provided to TxDOT prior to the temporary worker's return to safety-sensitive duties.
 - 7.5. Comply with the requirements of 49 CFR Section §40.285 and 46 CFR Section §16.201 by not allowing a temporary worker with a DOT drug and alcohol regulation violation to return to safety-sensitive duties until the return-to-duty process of 49 CFR Sections §§40.285 and 40.305 and 46 CFR Section §16.203 has been completed. The vendor shall be responsible for any follow-up testing required.
 - 7.6. Report the result of a failed chemical test to the nearest Coast Guard Officer in Charge, Marine Inspection as required by 46 CFR Section §16.201.
 - 7.7. If a temporary worker has a 90-day or more lay-off from performing under this purchase order, temporary worker shall undergo pre-employment drug testing prior to returning to work.
8. **KEY PERSONNEL REQUIREMENTS:** All temporary workers shall:
 - 8.1.1. Speak and read English in order to effectively and clearly communicate with the traveling public and the TxDOT representative.
 - 8.1.2. Be neatly attired and well groomed at all times. No tank tops, shorts or cutoffs shall be worn. Vendor personnel shall wear neat, clean, pressed uniforms in good condition. Uniforms shall be dark blue pants and dark blue collared shirts.

- 8.1.3. Not use portable radios, umbrellas or chairs aboard the vessel.
 - 8.1.4. Treat the public and TxDOT employees in a courteous manner at all times. Failure to do so or failure to follow the Lead Captain's guidance may result in dismissal of the offending temporary worker from the contract by vendor.
 - 8.1.5. Display a TxDOT provided ID badge on their attire for easy identification.
9. ASSIGNMENT OF PERSONNEL: It is expressly understood and agreed to by both parties that TxDOT is contracting with the vendor as an independent contractor. Vendor understands and agrees that temporary workers performing services are not state employees.
- 9.1. Upon initial assignment to the ferry operation and upon request, vendor shall provide TxDOT copies of resumes and certifications as required by the job descriptions in Attachment A – Job Descriptions.
 - 9.2. TxDOT representative will provide a monthly schedule to the awarded vendor outlining the hours and number of temporary workers needed for the month no later than the 20th of each preceding month. In the event of additional need, TxDOT will give 24 hours' notice. In the event of critical need the vendor shall provide necessary temporary workers on an emergency basis within 3 hours of notification.
 - 9.3. TxDOT reserves the right to reject a vendor's candidate prior to beginning work if TxDOT has first-hand knowledge of previous unfavorable performance or behavior issues. TxDOT reserves the right to require the replacement of any temporary worker during the service period. TxDOT will be the sole judge in determining if the temporary worker is suitable to perform under this purchase order. The vendor shall provide a qualified replacement within two hours of notification.
 - 9.4. If the vendor is notified by the temporary worker that there is a problem (i.e., running late, ill, etc.) the vendor shall notify TxDOT representative within one hour of notification.
 - 9.5. TxDOT will not be responsible for any fees involved, if for any reason the temporary worker is hired as a permanent employee of TxDOT.
 - 9.6. If the vendor cannot provide temporary workers within the time frame specified, TxDOT may fill the need from an alternate source.
10. VENDOR PERSONNEL SAFETY: The vendor shall provide personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to: Earplugs, goggles and steel-toed footwear (approved by ANSI and complying with all ANSI rules).

11. WORK HOURS: The Galveston Ferry Operation runs continuously 24 hours a day, 365 days a year. Shifts vary from week to week and may exceed eight hours per shift. Temporary workers may be required to work on holidays and weekends. TxDOT will not pay off-shift or premium rates for vendor personnel working on holidays or weekends.
 - 11.1. Temporary worker(s) may sign in with the TxDOT representative. The TxDOT representative will contact the Lead Captain by radio when the temporary worker is arriving and departing for duty. The TxDOT representative will log all temporary workers arrivals and departures. No exceptions.
 - 11.2. After temporary workers have reported for scheduled duty, their responsibility to TxDOT shall begin. At no time during scheduled work hours shall the temporary worker(s) leave the assigned work area without notifying the Lead Captain.
 - 11.3. LUNCH BREAKS
 - 11.3.1. Temporary workers that are scheduled to work more than four hours shall take a half-hour lunch break.
 - 11.3.2. TxDOT will not reimburse the vendor for this half-hour.
 - 11.4. REST BREAK
 - 11.4.1. Temporary workers are permitted to take a 15-minute rest break with notification to the Lead Captain for every four hours of scheduled work.
 - 11.4.2. Rest breaks shall not be used to shorten the workday or extend the lunch period.
 - 11.5. OFF-SHIFT HOURS: TxDOT will pay separate pricing for hours exceeding 40-hours per week.
 - 11.6. STANDBY TIME: TxDOT may request temporary workers be "on call" for a maximum of nine days per month on days they are not scheduled to work.
 - 11.6.1. TxDOT will contact vendor, and vendor will contact temporary employees, when they are on standby status.
 - 11.6.2. The vendor shall notify temporary worker(s) within 15 minutes of TxDOT's request and shall ensure worker(s) report to duty within one-hour of being called in on standby days.
 - 11.6.3. TxDOT will compensate vendor for days that each temporary worker is on standby status and is not called in to work. This compensation will be equal to two hours pay from the regular line item on the purchase order. If the temporary worker is called in, TxDOT will not pay the two-hour compensation.

12. SUBCONTRACTING

- 12.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.
- 12.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 12.3. The vendor shall be the only contact for TxDOT and subcontractor(s).
- 12.4. The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work and shall ensure the qualifications and level of service meet the requirements of this specification for which the vendor has subcontracted.
- 12.5. TxDOT retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
- 12.6. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 12.7. Subcontracting shall be at the vendor's expense.
- 12.8. During the term of the purchase order, if the vendor determines a need for a subcontractor change, TxDOT shall be notified in writing by the vendor within five calendar days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to TxDOT. No change will be allowed without written authorization by TxDOT.
- 12.9. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. It is the respondent's determination if they choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.
 - 12.9.1. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBs may be registered will be noted in the solicitation.
 - 12.9.2. The respondent shall identify all proposed HUB and other subcontractors at the time of response submittal. The required forms with video instructions can be found at the following website:

<http://www.tbpc.state.tx.us/hub/forms/hubsubcontplan.html>

- 12.10. **HUB SUBCONTRACTING PLAN (HSP) PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT:** After award of the purchase order, the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TxDOT contract manager monthly. The report shall be submitted monthly even during the months the vendor is not invoicing TxDOT. All payments made to subcontractors shall be reported. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors. TxDOT verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.
- 12.11. **REVISING THE HSP DURING THE TERM OF THE PURCHASE ORDER:** Vendors may need to revise the original HSP submitted with the response during the term of the purchase order to add additional subcontractors or change existing subcontractors. The additional subcontractor shall be approved by TxDOT prior to beginning work. If the vendor is replacing a HUB subcontractor with another HUB, no Good Faith Effort is required. If the vendor is replacing a HUB with a non-HUB, a Good Faith Effort is required and the rules which apply to notifying HUBs of the subcontracting opportunity apply.
13. **TRAVEL:** Actual travel time from the vendor's location or temporary worker's home to and from the work location is not reimbursable under the purchase order.
14. **CONFLICT OF INTEREST:** The vendor, vendor's personnel and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations in regards to services authorized.
15. **INVOICING INSTRUCTIONS:** The vendor shall:
- 15.1. **ORIGINAL INVOICE:** A comprehensive and detailed invoice with reference to the line item on the purchase order for each item charged. The original invoice shall be e-mailed to the email address shown on the purchase order to ensure timely payment and shall include the following:
- 15.1.1. Complete 16-digit purchase order number.
 - 15.1.2. Vendor Federal Employer Identification Number (EIN).
 - 15.1.3. Name of temporary worker(s).
 - 15.1.4. Name of TxDOT Ferryboat Captain.
 - 15.1.5. Date and hours worked, including the hourly rate.

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date.

- 15.2. **COPY OF INVOICE AND SUPPORTING DOCUMENTATION:** A copy of the invoice and original supporting documentation that validates the invoice charges shall be e-mailed to the designated TxDOT representative to include but not be limited to, copies of invoices from subcontractors or other entities to which vendor has made payment and requires reimbursement from TxDOT as agreed to in the purchase order.
16. **PAYMENT REQUIREMENTS:** Payment will be based on the following:
- 16.1. Payment will be calculated, beginning at the time the temporary worker signs in with the TxDOT representative and ending when the Lead Captain releases the crew for the shift.
- 16.2. Time charges will be calculated using the following method:
- 16.2.1. 01-30 minutes = 0.5 hour.
- 16.2.2. 31-60 minutes = 1.0 hour.
- 16.2.3. Partial hours will be paid by the half-hour as shown above.
17. **TxDOT RESPONSIBILITIES:** TxDOT will:
- 17.1. Provide a primary point-of-contact.
- 17.2. Ensure all tasks performed by temporary workers are under the guidance of the Lead Captain. Descriptions shown on Attachment A – Job Descriptions are representative of the tasks to be performed; however, tasks may vary.
- 17.3. Provide safety vest, gloves, sunscreen, and hand held radio. These items shall remain the property of TxDOT and be returned at the end of each work shift. The vendor will be held liable for lost or damaged items, and shall be replaced at the vendor's expense.
- 17.4. Provide orientation as outlined below.
- 17.4.1. Applicable safety requirements.
- 17.4.2. Applicable laws and regulations impacting ferry boat operations.
- 17.4.3. Emergency response procedures.
- 17.4.4. Overview of daily work duties.
- 17.5. Communicate standby requirements.

18. RESPONSE SUBMISSION: Failure by the respondent to submit the documentation listed below will disqualify the respondent from further consideration. The respondent shall include the following:
- 18.1. SECTION 1 – INVITATION FOR BID (IFB): Original signed, dated and completed IFB.
 - 18.2. SECTION 2 – SCHEDULE 1 – RESPONDENT QUALIFICATIONS AND EXPERIENCE: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience to include the following:
 - 18.2.1. A brief description of the company, including the company name, address, phone number, legal status (i.e., corporation, partnership, etc.).
 - 18.2.2. Name, phone number and e-mail address of person TxDOT should contact with any questions regarding the response submission.
 - 18.2.3. Number of years in business, size and scope of operation.
 - 18.2.4. Name and title of person signing the response.
 - 18.3. SECTION 3 – SCHEDULE 2 – KEY PERSONNEL QUALIFICATIONS: The respondent shall provide resumes or brief profiles of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service. The profile shall include:
 - 18.3.1. Each individual's name and title.
 - 18.3.2. Education.
 - 18.3.3. Description of qualifications.
 - 18.4. SECTION 4 – FINANCIAL STANDING: The respondent shall submit the most recent three years audited financial statements, or if audited financial statements are unavailable, un-audited financial statements shall be submitted and certified as true, correct and accurate by the chief financial officer or treasurer of the respondent's company (Ref. Para. 3.2.).
 - 18.5. SECTION 5 – SCHEDULE 3 – RESPONDENT REFERENCES: Respondent shall submit references (for all identical and similar services, which are alike in size and scope) that verify the qualifications and experience requirements for services completed for two years within the last three years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references.

- 18.6. Section 6 - HUB Subcontracting Plan (This requirement is stated on the IFB if applicable).
19. AWARD
- 19.1. TxDOT reserves the right to award a purchase order to the most responsive, responsible respondent(s) meeting the specification. TxDOT may award to a single vendor or multiple vendors, whichever best serves the interest of TxDOT.
- 19.2. TYPES OF AWARD
- 19.2.1. Single Award: One purchase order awarded to a single vendor.
- 19.2.2. Multiple Awards: A multiple award is the award of multiple purchase orders for the same line item(s) from a single solicitation to two or more vendors to provide the same or similar goods or services.
- 19.2.3. Multi-tiered Award: Multi-tiered award sets the priority sequence for use of multiple vendors. Multiple purchase orders are awarded for the same line item(s) from a single solicitation to primary, secondary and tertiary vendors.
- 19.2.4. Split Award: Award of separate line items on a single solicitation to different vendors resulting in two or more purchase orders.
20. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting in Galveston, Texas with TxDOT within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding work plans, which shall be executed by both parties, wherein vendor(s) and TxDOT shall identify specific goals, strategies and activities planned for meeting particular program area objectives.
21. CONTRACT ADMINISTRATION: Administration of the purchase order is a joint responsibility of the TxDOT District and District Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.
- 21.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.
- 21.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and point-of-contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:
- 21.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.

- 21.2.2. Managing the financial aspects of the contract including approval of payments.
- 21.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- 21.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- 21.2.5. Other areas as identified by the Texas Building and Procurement Commission State of Texas Contract Management Guide, latest edition.

ATTACHMENT A – JOB DESCRIPTIONS
MARINE TEMPORARY PERSONNEL SERVICE, FERRY

ABLE SEAMAN DECKHAND: Tasks – Stands lookout watch and assists ferryboat captain in navigating and maneuvering vessels in high density areas under all weather and sea conditions. Ensures strict compliance with the Federal Waters Pollution Control Act and the Federal Communications Commission Communications Act of 1934. Performs deck evolutions, operates safety gates and vehicle loading ramp, directs, spaces, parks and blocks vehicles and maintains security about the decks. Attend to passengers needs and performs cleanup and maintenance duties as requested and directed. Reports all observations, actions and/or matters affecting the stability, operational capacity, safety and welfare of the vessel, crew, passengers, vehicles and other public properties to the captain or first deckhand. Assists in the daily inspection of the operating condition of all emergency firefighting, lifesaving and child birth equipment on the vessel. Participates in periodic all-hands drills and exercises such as fire, collision, man overboard, fog navigation, grounding, bomb threat and emergency child birth. Read all gauges and fluid levels in engine room and reports any problems to the captain. Pumps out bilges as needed. Cleans engine room and washes ferry boats as needed. Chips rust and paints ferry boats as needed.

FERRYBOAT ENGINEER: Tasks – Responsible for the proper line-up, start, operation and securing of all main propulsion, steering, auxiliary, standby machinery and equipment and related systems for operation of the vessel under normal and/or emergency conditions. Ensures the structural and watertight integrity of the vessel is maintained. Plans and coordinates maintenance and major overhaul of large motor ferry vessels. Observes, analyzes and interprets machinery and equipment operating parameter trends as they apply to machinery or equipment condition and makes recommendations for repair or corrective action. Performs major repair and overhaul of large motor ferry vessels, landings, work docks, shore facility systems and miscellaneous motorized equipment at a large marine unit. Performs routine repairs and specified preventative maintenance and adjustments on various machinery, equipment, systems or components. Inspects and conducts operational tests of emergency generators, firefighting and dewatering pumps and other associated equipment, piping and systems; operates and secures equipment under emergency conditions. Reads and interprets blueprints, sketches and simple electrical diagrams, piping and mechanical drawings. Directs vessel refueling operations and discharging of raw sewage and/or bilge wastewater in accordance with safety regulations and in compliance with the Federal Waters Pollution Control Act. Analyzes reports of malfunctions or abnormal conditions which may affect the stability or operational capability of the vessel and determines corrective action. Monitors, leads and trains personnel involved in the performance of the vessels and/or minor repair, cleaning and preventative maintenance duties, basic systems operation and casualty control. Participates in periodic all-hands emergency drills and exercises. Serves as liaison during American Bureau of Shipping and U.S. Coast Guard inspections and boat drills. Records daily log of watch activities, operating machinery and equipment statistics; maintains machinery history and repair records. Assists in the coordination of work requests and current vessel and facility maintenance projects. Assists in maintaining adequate inventory of spare equipment, repair parts, tools and supplies. Coordinates dock and sea trials. Serves as a member of the Final Acceptance Trial Board. Serves as unit shipyard liaison.