

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER PR6402011-0014	PAGE OF 1 48
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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 04/12/2011	4. ORDER NUMBER DTMA-91-P-2011-0031	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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FOR SOLICITATION INFORMATION CALL:	a. NAME Alfredia Rich-Murphy	b. TELEPHONE NUMBER (No collect calls) 202.366.0020	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001	CODE 00091	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
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16. DELIVER TO U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE MAIL STOP W-28-201 Washington DC 20590-0001	CODE 00091	18. ADMINISTERED BY U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001	13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB
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17a. CONTRACTOR/OFFEROR Marine Metal Inc 16901 RL Ostos RD Brownsville TX 78521-1034	CODE 149694429	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O. BOX 25710 OKLAHOMA CITY OK 73125	CODE A AMZ-160
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	During the tentative Period of Performance (POP) of 4/12/2011 to 12/31/2011 the Contractor shall provide services to make both inland and ocean tow preparations, including Panama Canal requirements and tow the vessel BOLSTER from the Shipyard in San Francisco, CA, to the contractors dismantling facility in Brownsville, TX there to completely dismantle/recycle/remediate all materials and components on and attached to including the vessels superstructure and hull. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				462,223.31

25. ACCOUNTING AND APPROPRIATION DATA 70X1768000-2011-1SDSDSCP00-0000160000-25433-61006600	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$462,223.31
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER
30b. NAME AND TITLE OF SIGNER (Type or Print) Mark Perez President	31b. NAME OF CONTRACTING OFFICER (Type or Print) Alfredia Rich-Murphy
30c. DATE SIGNED 4/13/11	31c. DATE SIGNED 4/13/11

schedule, or any previously revised/accepted Performance Schedule, the Contractor shall provide a written analysis, in narrative format, that identifies the cause of the slippage and proposes a plan of corrective action that will be taken to complete the remaining work within the contract performance period.

F. Late Completion Notification. If at any time, the updated Critical Path of the Performance Schedule indicates a late delivery or late completion date, notify the COTR in writing the next working day, and/or prior to the beginning of any period when no work will occur, such as a holiday period. This notification shall include identification of the problem and shall propose corrective actions for schedule recovery.

G. The Performance Schedule and required reports shall be delivered to the COTR for review and acceptance within (7) seven days after Contract award. Status reports shall be prepared bi-weekly and submitted one day prior to the next scheduled progress meeting, to reflect the addition, deletion, or modification of Work Items, and changes made by the Contractor.

1. Upon acceptance of the Schedule by the COTR, the Contractor shall proceed in accordance with the reviewed and accepted plan and shall not modify the Schedule without the prior approval of the COTR. Modifications to the Schedule do not constitute a modification to the Contract.

2. Any changes in the Schedule desired by the Contractor in the job approach as reflected by the network logic, activity duration, and resource loading shall be submitted in writing to the COTR and reviewed and accepted by the COTR.

3. Any changes in the Schedule resulting in an extension of the Contract performance period shall be submitted for review and approval of the Contracting Officer.

H. The contractor shall manage and schedule all subcontractors' production work and progress, material procurement, and interface control to support the overall Performance Schedule.

1. Provide and Maintain a Subcontractor Listing on file beginning within (3) three days after the Contract Start Date. A revised list is to be updated whenever changes occur to the list. The subcontractor list shall include:

- a. The Subcontractor's business address, telephone number and point of contact.
- b. All Work Item(s) and scheduled activity(s) number and a brief description of the specific work to be accomplished.

C1-3.3 Performance Schedule Milestones: The Contractor shall incorporate into the performance schedule the following major contract milestones and their required due dates as listed.

Milestones	Due Date
Deliver Sub-Contractor Listing	3 days after Contract Start Date.
Deliver Key Personnel Roster	3 days after Contract Start Date.
Deliver Certificates of Company Insurance (Required prior to issuance of NTP)	NLT 10 days after Contract Start Date.
Deliver Certificate of Asbestos Abatement Liability	5 days after Contract Start Date.
Deliver Performance Bond NLT (Required prior to issuance of NTP)	10 days after Contract Start Date.
Deliver Initial Performance Schedule	7 days after Contract Start Date.
Deliver Tug Safety Management Certificate	10 days after Contract Start Date.
Deliver Performance Schedule Activity Weighted Average Breakdown	7 days after Contract Start Date.

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Milestones (cont'd)

Deliver Surveyor's Trip in Tow Recommendation Report
 Deliver Liquid Load /Ballast Plan for towing
 Complete Inland Tow Preparations
 Deliver Vessel Afloat Monitoring Plan

Deliver Oil Spill Contingency Plan Emergency
 Contact Notification List
 Deliver Towers Insurance

Deliver Facilities Pollution Insurance
 Deliver U.S.C.G. Load line Exemption
 /Order for Departure
 Vessel departs fleet and dry docked
 Conduct joint underwater hull inspection

Vessel is undocked and shifted to the pier
 Remove Vessel from BAE's Facility
 Deliver Pre-Arrival/Arrival Reports
 Deliver Hazardous Materials/Wastes
 Inventory/Contractor Estimate.
 Deliver Tank Content Verification Report
 Deliver Validation of Contractor HM/HW
 estimates by sampling and analytical results
 Complete PCB Abatement
 Complete Asbestos Abatement
 Complete all Hazmat Removal/Disposal
 Move Vessel into Dismantling Slip
 Begin Vessel Dismantling
 Remove Last Structural Piece from Slip
 Complete Vessel Dismantling

Complete Facility Cleaning and Restoration

Deliver Certificate of Destruction

Deliver Closeout-Report and Final Schedule

Due Date

5 days after NTP.
 Not later than 7 days prior to tow.
 Prior to scheduled tow to BAE TBD.
 10 days after Contract Start Date, but not
 later than 3 days prior to the vessel oceanic
 tow.
 10 days after Contract Start Date,
 but not later than 3 days prior to oceanic tow.
 NLT 3 days prior to vessel departure
 from oceanic tow.
 NLT 3 days prior to oceanic tow.

Prior to the oceanic tow.

TBD

4 hours after completion of underwater hull
 cleaning, during daylight hours, COTR to
 Schedule.

TBD

NLT 3 to 5 days after undocking at BAE.
 4 days after vessel arrival.

10 days after vessel arrival.

10 days after vessel arrival.

20 days after vessel arrival.

TBD by contractor's performance schedule.

TBD by contractor's performance schedule.

TBD by contractors performance schedule.

TBD by contractor's performance schedule.

TBD by contractor's performance schedule.

TBD by contractors performance schedule.

TBD by contractor's performance schedule.

30 days after removal of last structural piece
 from the slip.

30 days after removal of last structural piece
 from the slip.

30 days after removal of last structural piece
 from the slip.

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EMPLOYMENT" promulgated there under by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

C2-2 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 all contractual requirements which are consistent with U.S. statutory and regulatory requirements including, but not limited to, the Clean Water Act (CWA), Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), and the National Pollution Discharge Elimination System (NPDES) as well as international laws, treaties, conventions and agreements, in connection with any movement over the public highways of overweight/over dimensional materials. The Contractor shall ensure that the Performance Bond submitted as outlined in 10 CONTRACT FINANCING, is maintained throughout the contract performance and until such time as a written release has been issued by the Contracting Officer.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT **SEPTEMBER 2000**

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$600 per calendar day of delay.
 - (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
 - (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.
- (End of clause)

F.2 PERIOD OF PERFORMANCE

Recycling Services of the Vessel BOLSTER PERIOD OF PERFORMANCE
(Including Contract Award Date and Notice to Proceed Date) The Contract Performance shall be coordinated with the dry-docking dates at BAE Systems San Francisco Ship Repair. The Contractor cannot begin work on any aspect of this contract, including incurring any costs for acquiring such items as bonding, insurance and vessel marine surveys until the Contracting Officer issues an official contract

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start date. The contract milestones will be calculated from the contract start date unless specifically instructed by the Contracting Officer. The Contractor will not be liable for the submittal of any contract deliverables until the Contracting Officer issues written notification of the contract start date. The contract start date will be the official commencement date at which time the contractor may incur costs in the performance of the contract and bear responsibility for compliance with the terms and conditions in the contract. The Contractor bears all responsibility and costs associated with preparing the vessel for tow and MARAD will not reimburse the Contractor for expenses incurred prior to issuance of a Notice to Proceed (NTP) except for the inspection by a Marine Surveyor for the purpose of developing the Trip in Tow survey that will be the only activity allowed aboard the Obsolete Vessels(s) prior to the issuance of the NTP. The NTP will only be issued after the Contractor has received acceptance by MARAD of all insurances and surety submittals. The Contractor is advised that MARAD fleet sites will not allow the Contractor access to the vessel to perform Marine Surveyor required tow preparations prior to the Contracting Officer's issuance of the official contract start date. At no time prior to vessel departure from the fleet shall any materials, components or artifacts be removed from the vessel by the Contractor.

The performance period for the dismantlement of the vessel shall be expressed in calendar days Work-days shall pertain to specific days and or durations within the performance period linked to the accomplishment of specific activities and or milestones. The period of performance from the undocking date for this contract is predicated on the Contractor's integrated ship schedule submitted with its price revision dated January 11, 2011. The period of performance from the day after undocking at the Shipyard through the delivery of the final report shall not exceed 212 calendar days. This duration is a subset of the contractor's performance schedule as submitted in response to the price revision request. The duration from the contract start date to the undocking date may exceed or may be shortened from the contractors submitted performance schedule and is wholly dependent upon securing a confirmed docking and undocking date from the Shipyard. MARAD will coordinate the docking and undocking dates, once known, with the Contractor in order to minimize any delays or disruptions to the removal of the vessel from the fleet and/or departure from the Shipyard. The baseline schedule shall be submitted in accordance with contract provisions and shall not exceed the total performance period duration of the awarded schedule and the period of time from the undocking date. The contractor will incorporate all existing work and the dismantlement schedule for the contracted vessel into a master schedule and clearly indicate any dependent relationships between projects. All milestones and deliverables required under this contract shall be due beginning with the issuance by the Contracting Officer of notification of the official Contract start date. If, after acquiring tug service to move the vessel, or at any time during the transit of the vessel from the fleet to the contractors facility, the tug towing the vessel is taken out of service for more than three calendar days, the Contractor will contract for additional towing services to continue to transit of the vessel to the Contractors facility at no additional cost to the Government. The Contractor shall immediately notify the Government of the actions taken to minimize disruption of the transit of the vessel.