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

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER
PR060100127

7. FOR SOLICITATION INFORMATION CALL:
a. NAME b. TELEPHONE NUMBER (No collect calls)

9. ISSUED BY
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington, DC 20590
TEL: (202) 366-0514 ext.
FAX: (202) 366-3237 ext.

10. THIS ACQUISITION IS
☑ UNRESTRICTED OR ☐ SET ASIDE: 0.00% FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS ☐ 8(a)
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

NAICS: 562910
SIZE STANDARD: 251-500

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED
☑ SEE SCHEDULE

12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO
DOT/Maritime Administration, MAR-610
1200 New Jersey Ave, SE, MAR610, W23-208/212
Washington, DC 20590
Attr: Shaun Ireland

16. ADMINISTERED BY
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington, DC 20590

17a. CONTRACTOR/ OFFEROR
☑ MARINE METAL, INC
16901 RL OOSTS RD
BROWNSVILLE, TX 78521-1034
TELEPHONE NO. (956) 831-4284 ext. 25

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18. PAYMENT WILL BE MADE BY
DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
MARAD A/P Headquarters Invoices Branch AMZ-150 PO Box 25710
Oklahoma City, OK 73125


24. TOTAL AWARD AMOUNT (For Gov't Use Only)
$ 895,708.00

25. ACCOUNTING AND APPROPRIATION DATA
2010-70 - X17680 - 001588O - SC - P00 - 0000 - 06000 - 0003 - 0100 - 0600 - 02543 - 0100 - 0600 -

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. DTMA1Q09001 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

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212
activity as identified in the performance schedule through on-site ES&H monitoring, dismantlement inspections, bi-weekly reports and meetings all of which shall determine the actual percentage complete for each activity.

C. Earned Value: - Physical progress completed for each activity shall be reported by percentage at each bi-weekly meeting and shall be the basis for calculating the earned value for actual work completed. Monthly invoices shall identify by each activity the percentage complete for each activity, the earned value billed for this period, the amount of retainage for this invoice, the cumulative earned value billed and the cumulative amount of retainage. The earned value for each activity shall be calculated by multiplying the percent complete by the weighted dollar amount for that activity, less any previous earned amounts.

D. A Performance Schedule Impact Analysis shall be provided, for all changes that affect the schedule in a narrative format that comprises the following:

1. The Contractor shall provide ongoing Schedule analyses by comparing actual progress to planned progress as identified by the original baseline production schedule and shall report in the Summary Status Report the percentage ahead or slippage of his to date progress.

2. The Schedule Impact Analysis shall demonstrate how the Contractor proposes to incorporate the changes into the Schedule and shall explain the affect if any, on milestone accomplishment, Schedule Critical Path, Schedule logic, resources, and costs and completion date.

3. Any changes and events which the Contractor does not indicate in the Schedule and Schedule Impact Analysis is assumed to have no affect on the Production Schedule.

4. Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the Contract performance period and/or in accordance with any Contract-required Milestone Date(s).

E. Recovery Plan. If slippage has occurred from the Contractor's original accepted baseline performance 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.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver Sub-Contractor Listing</td>
<td>3 days after Contract Start Date.</td>
</tr>
<tr>
<td>Deliver Key Personnel Roster</td>
<td>3 days after Contract Start Date.</td>
</tr>
<tr>
<td>Deliver Certificates of Company Insurance</td>
<td>NLT 10 days after Contract Start Date.</td>
</tr>
</tbody>
</table>
(Required prior to issuance of NTP)
Deliver Certificate of Asbestos Abatement Liability 5 days after Contract Start Date.
Deliver Performance Bond NLT 10 days after Contract Start Date.
(Required prior to issuance of NTP)
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.
Deliver Surveyor's Trip in Tow Recommendation Report 5 days after NTP.
Deliver Liquid Load /Ballast Plan for towing Not later than 7 days prior to tow.
Complete Inland Tow Preparations Prior to scheduled tow to BSY NLT 23 July 2010.
Deliver Vessel Afloat Monitoring Plan 10 days after Contract Start Date, but not later than 3 days prior to the vessel oceanic tow.
Deliver Oil Spill Contingency Plan Emergency 10 days after Contract Start Date,
Contact Notification List but not later than 3 days prior to oceanic tow.
Deliver Towers Insurance NLT 3 days prior to vessel departure from oceanic tow.
Deliver Facilities Pollution Insurance NLT 3 days prior to oceanic tow.
Deliver U.S.C.G. Load line Exemption
/Order for Departure Prior to the oceanic tow.
Vessel departs fleet and dry docked Coordinate with shipyard to dry-dock vessel on 27 July 2010
Conduct joint underwater hull inspection 4 hours after completion of underwater hull cleaning, during daylight hours
Vessel is undocked and shifted to the pier 09 August 2010
Remove Vessel from BSY's Facility NLT 3 to 5 days after undocking at BSY.
Deliver Pre-Arrival/Arrival Reports 4 days after vessel arrival.
Deliver Hazardous Materials/Wastes
Inventory/Contractor Estimate. 10 days after vessel arrival.
Deliver Tank Content Verification Report 10 days after vessel arrival.
Deliver Validation of Contractor HM/HW estimates by sampling and analytical results 20 days after vessel arrival.
Complete PCB Abatement TBD by contractors performance schedule.
Complete Asbestos Abatement TBD by contractors performance schedule.
Complete all Hazmat Removal/Disposal TBD by contractors performance schedule.
Move Vessel into Dismantling Slip TBD by contractors performance schedule.
Begin Vessel Dismantling TBD by contractors performance schedule.
Remove Last Structural Piece from Slip TBD by contractors performance schedule.
Complete Vessel Dismantling TBD by contractors performance schedule.
Complete Facility Cleaning and Restoration 30 days after removal of last structural piece from the slip.
Deliver Certificate of Destruction 30 days after removal of last structural piece from the slip.
Deliver Closeout-Report and Final Schedule 30 days after removal of last structural piece from the slip.

FAILURE TO MAINTAIN PROPER SCHEDULES:
1. Schedules required by this item will be used to determine earned value for calculating contract financing payments. Failure to submit updated and timely schedules will result in a lack of basis for determining contract financing payments and could delay payment to the contractor.
2. Acceptance by the COTR of submitted schedules and associated reports does not relieve the Contractor of performance to the requirements of the Contract. Nor does acceptance serve to approve, warrant, or indicate agreement by the COTR as to the accuracy of the Contractor's schedules.
SECTION F -- DELIVERIES OR PERFORMANCE

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

(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

F.2 PERIOD OF PERFORMANCE for Recycling Services of the Vessel FLORIKAN PERIOD OF PERFORMANCE (Including Contract Award Date and Notice to Proceed Date) This Contract Performance shall start no later than seven (7) days after the Award Date and will be coordinated with the dry-docking dates at Bay Ship & Yaht.

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 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 contract start date designated by the Contracting Officer, but will normally be no later than 7 days after the award date. 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 NTP. 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 period of performance from the day of undocking through the delivery of the final report shall not exceed 133 calendar days. The performance period for the dismantlement of the vessel shall be expressed in calendar days and shall cover the entire contract time frame from contract start date through final reporting. Workdays shall pertain to specific days and or durations within the performance period linked to the accomplishment of specific activities and or milestones. The overall
period of performance of this contract is predicated on the Contractor's integrated ship schedule submitted with its price verification dated 08 June 2010. The baseline schedule shall be submitted in accordance with contract provisions and shall not exceed the total performance period duration. The performance period for the dismantlement of the contracted vessel shall commence on the Contract Start Date and complete within 133 calendar days, not excluding any designated holidays, as calculated from the Contract Start 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 anytime 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.