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

### 2. CONTRACT NO.
- **3. AWARD/EFFECTIVE DATE:** 03/05/2010
- **4. ORDER NUMBER:** DTMA1P10020

### 5. SOLICITATION NUMBER
- **6. SOLICITATION ISSUE DATE:**

### 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) 366-5514 ext.  
- **FAX:** (202) 366-3237 ext.

### 10. THIS ACQUISITION IS
- **UNRESTRICTED OR** □ 0.00% FOR:
  - □ SMALL BUSINESS
  - □ EMERGING SMALL BUSINESS
  - □ HUBZONE SMALL BUSINESS
  - □ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- **NAICS:** SIZE STANDARD:

### 11. DELIVERY TO
- **FOB 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. ADMINISTERED BY
- **DOT/Maritime Administration, MAR-380**  
- **1200 New Jersey Ave SE, MAR380 W26-429**  
- **Washington, DC 20590**

### 16. PAYMENT WILL BE MADE BY
- **DOT/Enterprise Services Center (ESC) OFQ/FAA, Oklahoma City**  
- **MARAD AIP Headquarters Invoices Branch AZ-150 PO Box 25710**  
- **Oklahoma City, OK 73125**

### 18. 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

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(Use Reverse and/or Attach Additional Sheets as Necessary)

### 26. TOTAL AWARD AMOUNT
- **For Govt. Use Only**
- **$ 814,682.00**

### 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

### 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 IS ATTACHED. ADDENDA 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 OFFEREE/CONTRACTOR

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

### 30c. DATE SIGNED
- **4/16/10**

### 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

### 31b. NAME OF CONTRACTING OFFICER (Type or print)
- **Benedict J. Burnowski**

### 31c. DATE SIGNED
- **4/16/10**

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AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2006)

Prescribed by GSA - FAR (48 CFR) 53.212
determine the weighted dollar amount for each activity and the weighted average percentage for each activity in the performance schedule. The performance schedule shall be progressed by measuring the physical accomplishment of each 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.

C.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>
</tbody>
</table>
Deliver Key Personnel Roster
Deliver Certificates of Company Insurance
Deliver Certificate of Asbestos Abatement Liability
Deliver Performance Bond
Deliver Initial Performance Schedule
Deliver Tug Safety Management Certificate
Deliver Performance Schedule Activity
Weighted Average Breakdown
Deliver Surveyor's Trip in Tow Recommendation Report
Deliver Liquid Load /Ballast Plan for towing
Complete Inland Tow Preparations Prior to scheduled tow to BAE
Deliver Vessel Afloat Monitoring Plan
Deliver Oil Spill Contingency Plan Emergency
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
Deliver U.S.C.G. Load line Exemption
/Order for Departure
Vessel departs fleet for dry docking
Conduct Joint 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

3 days after Contract Start Date.
5 days after Contract Start Date.
5 days after Contract Start Date.
10 days after Contract Start Date.
7 days after Contract Start Date.
10 days after Contract Start Date.
7 days after Contract Start Date.
5 days after NTP.
Not later than 7 days prior to tow.
NLT 1 July 2010.
10 days after Contract Start Date, but not later than 3 days prior to the vessel oceanic tow.
10 days after Contract Start Date,
NLT 3 days prior to oceanic tow.
Prior to the oceanic tow.
NLT 1 July 2010
During daylight, NLT 4 hours after hull is cleaned
21 July 2010
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 contractors performance schedule.
TBD by contractors performance schedule.
TBD by contractors performance schedule.
TBD by contractors performance schedule.
TBD by contractors performance schedule.
TBD by contractors performance schedule.
TBD by contractors performance schedule.

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 (Contracting Officer insert amount).

(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
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 and will be coordinated with the reservation of the dry dock at SFSR.

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 performance schedule shall include the dry-docking and undocking dates of the vessel at San Francisco Ship Repair. The period of performance from the day of undocking through the delivery of the final report shall not exceed 287 calendar days. The period of performance for the is predicated on the Contractor's integrated ship performance schedule submitted with their price revision dated January 29, 2010. The initial performance schedule with an updated period of performance, which incorporates all calendar days from the contract start date, including the pre-dry-docking period, the docking evolution, towing and recycling, shall be submitted by the contractor seven days after the contract start date. The baseline schedule shall be submitted in accordance with contract provisions and shall not exceed the total performance period duration. 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.