

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PR6402011-0001

PAGE OF

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2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

DTMA-91-P-2011-0001

5. SOLICITATION NUMBER

8. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

Alfredia Rich-Murphy

b. TELEPHONE NUMBER (No collect calls)

202.366.1942

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE 00091

U.S. DOT/ MARITIME ADMINISTRATION
OFFICE OF ACQUISITION MAR-380
1200 NEW JERSEY AVENUE SE
MAIL STOP W-28-201
WASHINGTON DC 20590-0001

10. THIS ACQUISITION IS

UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 SUBZONE SMALL BUSINESS
 8(A)
NAICS: 562910
SIZE STANDARD:
\$13.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE 00091

U.S. DOT/Maritime Administration
Office of Acquisition
MAR-380
1200 NEW JERSEY AVENUE SE
MAIL STOP W-28-201
WASHINGTON DC 20590-0001

16. ADMINISTERED BY

CODE 00091

U.S. DOT/Maritime Administration
Office of Acquisition
MAR-380
1200 New Jersey Avenue, SE
Mail Stop W-28-201
Washington DC 20590-0001

17a. CONTRACTOR/OFFEROR

CODE 371570752

FACILITY CODE

ALLIED DEFENSE RECYCLING, LLC DBA: ADR
903 EASTMAN LANE
PETALUMA CA 94952-3622

18a. PAYMENT WILL BE MADE BY

CODE A AMZ-160

MARAD A/P INVOICES
P.O. BOX 25710
OKLAHOMA CITY OK 73125

TELEPHONE NO.

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	<p>Period of Performance: 11/05/2010 to 12/01/2011</p> <p>The contractor shall provide services to make both inland tow preparations for the vessel SOLON TURMAN from the Suisun Bay Reserve Fleet, Benicia, CA to the contractors dismantling facility in Vallejo, CA there to completely dismantle/recycle/ remediate all materials and components on and attached to including the vessels superstructure and hull.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				1,545,750.00

25. ACCOUNTING AND APPROPRIATION DATA

70X1768000-2011-1SDSDSCP00-0000160000-25433-61006600

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$1,545,750.00

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 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN

29. AWARD OF CONTRACT REF. OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER

DATED YOUR OFFER ON SOLICITATION (BLOCK 5),

ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

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)

Jack R. Billings / Contracting Officer

30c. DATE SIGNED

5 November 2010

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

Benedict J. Burnowski

31c. DATE SIGNED

11/5/10

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

corrective action that will be taken to complete the remaining work within the contract performance period.

- 6) 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.
- 7) 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.
 - a) Upon acceptance of the Initial 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. The COTR does not have the authority to approve an extension of the Contract performance period.
 - b) 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.
 - c) 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. The Contract performance period can only be changed by written modification of the Contract by the Contracting Officer.
- 8) The contractor shall manage and schedule all subcontractors' production work and progress, material procurement, and interface control to support the overall Performance Schedule.
- 9) 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
1	Contract Award	Nov 5, 2010
2	Commence Dredging Activities.	TBD by contractor's performance schedule.
3	Complete Dredging Activities	NLT December 31, 2010
4	Deliver Certificate of Dredging Completion	NLT January 5, 2011

Table calls
out after
contract start

5	Contract Start Date	Established by the Government after delivery of the Certificate of Dredging Completion
6	Deliver Sub-Contractor Listing	3 days after Contract Start Date.
7	Deliver Key Personnel Roster	3 days after Contract Start Date.
8	Deliver Certificates of Company Insurance (Required prior to issuance of NTP)	10 days after Contract Start Date.
9	Deliver Certificate of Asbestos Abatement Liability	10 days after Contract Start Date.
10	Deliver Performance Bond NLT (Required prior to issuance of NTP)	5 days after Contract Start Date.
11	Deliver Initial Performance Schedule	7 days after Contract Start Date.
12	Deliver Tug Safety Management Certificate	10 days after Contract Start Date.
13	Deliver Performance Schedule Activity Weighted Average Breakdown	7 days after Contract Start Date.
14	Notice to Proceed	After delivery of Insurance Certificates and Bonds
15	Deliver Surveyor's Trip in Tow Recommendation Report	5 days after NTP.
16	Deliver Liquid Load /Ballast Plan for towing	Not later than 7 days prior to tow.
17	Complete Tow Preparations	Prior to scheduled tow TBD.
18	Deliver Vessel Afloat Monitoring Plan	10 days after Contract Start Date but not later than 3 days prior to the vessel tow.
19	Deliver Oil Spill Contingency Plan Emergency Contact Notification List	10 days after Contract Start Date but not later than 3 days prior to oceanic tow.
20	Deliver Towers Insurance	NLT 3 days prior to vessel departure.
21	Deliver Facilities Pollution Insurance	NLT 3 days prior to tow.
22	Deliver U.S.C.G. Load line Exemption/Order for Departure or Letter of approval for Inland tow.	Prior to the tow.
23	Deliver Pre-Arrival/Arrival Reports	4 days after vessel arrival.
24	Place vessel into dry-dock	TBD by contractor's performance schedule
25	Deliver Hazardous Materials/Wastes Inventory/Contractor Estimate	10 days after vessel arrival.
26	Deliver Tank Content Verification Report	10 days after vessel arrival.
27	Deliver Validation of Contractor HM/HW estimates by sampling and analytical results	20 days after vessel arrival.
28	Complete PCB Abatement	TBD by contractor's performance schedule.
29	Complete Asbestos Abatement	TBD by contractor's performance schedule.
30	Complete all Hazmat Removal/Disposal	TBD by contractor's performance schedule.
31	Move Vessel into Dismantling Slip/Dock	TBD by contractor's performance schedule.
32	Begin Vessel Dismantling	TBD by contractor's performance schedule.

33	Remove Last Structural Piece from Slip/Dock	TBD by contractor's performance schedule.
34	Complete Vessel Dismantling	TBD by contractor's performance schedule.
35	Complete Facility Cleaning and Restoration	30 days after removal of last structural piece from the slip/dock.
36	Deliver Certificate of Destruction	30 days after removal of last structural piece from the slip/dock.
37	Deliver Closeout-Report and Final Schedule	30 days after removal of last structural piece from the slip/dock.

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.
3. Extension of the delivery date will be granted only to the extent the equitable time adjustments to the activity affected by the Change Order, Delivery Order, or delay, exceeds the total (positive or zero) float of a critical activity and extends the delivery date.

C1-4 HAZARDOUS MATERIAL/HAZARDOUS WASTE REMOVAL AND DISPOSAL.

The Contractor is responsible for all steps necessary to remove and dispose of all hazardous materials/hazardous regulated wastes in compliance with all contract requirements which are consistent with U.S. statutory and regulatory requirements including, but not limited to, the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA) as well as international laws, treaties, conventions, and agreements as applicable. Additionally, the Contractor is required to implement an effective Environmental Management Plan (EMP) described in the Contractor's TCP and incorporated as part of the Contract upon award. The Contractor shall provide the Government with completed copies of all hazardous material/waste manifests, tanker truck receipts, and all other waste shipment records. The contractor shall certify that any large structural sections, equipment such as boilers, turbines and pumps are hazmat free prior to their sale and disposition for reuse or recycling prior to the closeout of this contract. Certification shall encompass but not be limited to the following examples:

1. Large structural sections must be free of any solid PCB's such as paint, electrical cable or gasket materials. In addition all asbestos and insulation materials shall have been removed and remediated.
2. Large pieces of equipment such as boilers must be free of asbestos materials.

Upon completion of vessel dismantlement, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous material/waste removal and disposal in compliance with all stipulated contract requirements and all applicable Federal, State and local statutes, U.S. statutory and regulatory requirements

(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.

F.2 PERIOD OF PERFORMANCE FOR RECYCLING SERVICES OF THE VESSEL

(Including Contract Award Date and Notice to Proceed Date)

The period of performance for this contract shall begin upon the award of the contract by the Contracting Officer and shall end on the vessel recycling completion date in the contractor's performance schedule. The Contractor's performance schedule shall commence with the contract award date and end on the vessel recycling completion date and shall include the list of contract milestones. The performance schedule shall include all the required pre-performance activities necessary to complete the dredging of the facility sufficient to make the facility operational for recycling of the MARAD vessel. The actual contract start date is contingent upon completion of the Pre-Performance Task and the acceptance of the required submittals. The Contracting Office shall issue the official contract start date after acceptance of the Certification of Dredging Completion and required contract deliverables for insurance and bonding. 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 award 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 incurred prior to issuance of a Notice to Proceed (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 performance period for the dismantlement of the vessel shall be expressed in calendar days and shall cover the entire contract time frame from contract award 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 period of performance for this contract is predicated on the Contractor's integrated ship schedule submitted with its price verification dated {INSERT DATE}. The period of performance from the Contract Award Date through the delivery of the final report shall begin November 5, 2010 and end December 1, 2011. 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.

F.3 PRE-PERFORMANCE TASK.

The Contractor shall complete the following Pre-Performance task before it begins performance of the work actually required by this contract. Award of this contract is contingent upon the Contractor accepting the following terms regarding this Pre-Performance Task:

- 1) The Pre-Performance Tasks shall be completed by the dates specified below:
 - a) Pre-Performance Task - Dredging
 - i) By December 31, 2010, the Contractor must have completed all dredging operations at the recycling facility in way of piers and dry-docks necessary to allow the obsolete vessel to enter the Contractor's recycling facility for dry-docking for remediation and dismantlement.
 - ii) January 5, 2011: Submittal by the Contractor of a Certification of Dredging Completion which attests that all required dredging sufficient to make the piers and dry-docks at the facility operational has been completed to the satisfaction of all regulatory requirements and that the piers and dry-docks are in an operational state sufficient to accept and actively work the obsolete vessel upon its arrival from the SBRF.
 - b) The Contractor is solely liable for all costs associated with performing, or attempting to perform, the Pre-Performance task and such work is not covered by I.3 SPECIAL CLAUSE FOR CONTRACT FINANCING. By executing this Contract, the Contractor agrees that the Government shall never be liable for any of the costs incurred by the Contractor in performing any work associated with the above Pre-Performance Task, including, but not limited to, rescission of the contract.
 - c) Rescission of the Contract: The Contractor's failure to complete the Pre-Performance task by the dates specified above shall be grounds for rescission of the contract. Rescission of the contract for this reason shall be at the sole discretion of the Government and shall not be appealable under the Disputes clause of the contract because the award of the contract was contingent upon the timely completion of the Pre-Performance Task. The Government retains the sole discretion whether to rescind the Contract or extend the date for completion of the Pre-Performance Task, regardless of the reasons for the Contractor's inability to complete the Pre-Performance Task. Circumstances which might ordinarily constitute excusable delay during the actual performance of the contract, including but not limited to an order from a judicial forum or regulatory body preventing, delaying or halting performance of the Pre-Performance Task, shall not entitle the Contractor to an extension of dates for completion of the Pre-Performance task. The Contractor agrees that Government's decision regarding extension of the date for completion of the Pre-Performance Task is not appealable under the Disputes clause.
 - d) If the Government rescinds the contract due to the contractor's failure to timely complete the Pre-Performance Task, the rescission will be at no cost to either party. The Government agrees the