

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

1. REQUISITION NUMBER	PAGE 1 OF 42
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)
8. OFFER DUE DATE/ LOCAL TIME	

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:  
 SIZE STANDARD:

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

15. DELIVER TO  
 DOT/Maritime Administration, MAR-610  
 1200 New Jersey Ave., SE, MAR610, W25-209/212  
 Washington, DC 20590  
 Attn: Shaun Ireland

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

17a. CONTRACTOR/OFFEROR  
 Escoc Marine Inc.  
 16200 Joe Garza Sr Rd  
 Brownsville, TX 78521-1920  
 TELEPHONE NO.(956) 831-4531 ext.

18a. 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

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

25. ACCOUNTING AND APPROPRIATION DATA  
 2010 - 70 - X17680 - 001SD - - 0000 - 16 - 000 - 25433 - - SDSCP00 - - - - -

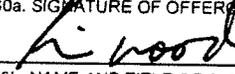
26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$ 814,682.00

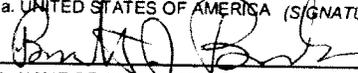
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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 \_\_\_\_\_ 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)  
 Kris Wood, V.P.

30c. DATE SIGNED  
 4/16/10

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

31c. DATE SIGNED  
 4/16/10

	Document No. DTMA1P10020	Document Title TALUGA	Page 28 of 28
--	-----------------------------	--------------------------	---------------

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.

I. 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**

Deliver Sub-Contractor Listing

**Due Date**

3 days after Contract Start Date.

	Document No. DTMA1P10020	Document Title TALUGA	Page 29 of 29
--	-----------------------------	--------------------------	---------------

Deliver Key Personnel Roster		3 days after Contract Start Date.
Deliver Certificates of Company Insurance		5 days after Contract Start Date.
Deliver Certificate of Asbestos Abatement Liability		5 days after Contract Start Date.
Deliver Performance Bond		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.
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 BAE		NLT 1 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 Contact Notification List		10 days after Contract Start Date, 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 for dry docking		NLT 1 July 2010
Conduct Joint Inspection		During daylight, NLT 4 hours after hull is cleaned
Vessel is undocked and shifted to the pier		21 July 2010
Remove Vessel from BAE's Facility	NLT 3 to 5 days after undocking at BAE.	
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.

	Document No. DTMA1P10020	Document Title TALUGA	Page 37 of 37
--	-----------------------------	--------------------------	---------------

## 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 [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.