

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

1 REQUISITION NUMBER PR603100135	PAGE 1 OF 38
2 CONTRACT NO	3 AWARD/EFFECTIVE DATE 07/21/2010
4 ORDER NUMBER DTMA1P10043	5 SOLICITATION NUMBER
6 TELEPHONE NUMBER (No collect calls)	9 SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	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) 368-3237 ext

10 THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS (B)(4)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 562910
 SIZE STANDARD: 251-500

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12 DISCOUNT TERMS

13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 100)

13b RATING

14 METHOD OF SOLICITATION:
 RFO 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
 Bay Bridge Enterprises, LLC
 4300 Buer St
 Chesapeake VA 23324-1008
 TELEPHONE NO (757) 543-2006 ext

18a PAYMENT WILL BE MADE BY
 DOT Enterprise Services Center (ESC) O/D/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-A1788-000 1SD-SD-SCPO-0-0000-160000-25433-0100-0500-

26 TOTAL AWARD AMOUNT (For Govt Use Only)
 \$ 397,182.00

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 52 212-4 FAR 52 212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 DTMA1Q09991 OFFER DATED 11/28/2008 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
Shallesh Vyas

30b NAME AND TITLE OF SIGNER (Type or print)
 SHALLES Vyas President 07/23/2010

30c DATE SIGNED

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Alfreda Rich-Murphy 7-27-10

31b NAME OF CONTRACTING OFFICER (Type or print)
 Alfreda Rich-Murphy

31c DATE SIGNED
 07/21/2010

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

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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.
Deliver Surveyor's Trip in Tow Recommendation Report	5 days after NTP.
Deliver Liquid Load /Ballast Plan for towing Complete Inland Tow Preparations	Not later than 7 days prior to tow. Prior to scheduled tow to BAE TBD.
Deliver Vessel Afloat Monitoring Plan later than 3 days prior to the vessel oceanic tow.	10 days after Contract Start Date, but not
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 and dry docked	1 October 2010.
Conduct joint underwater hull inspection during daylight hours, COTR to Schedule	4 hours after completion of underwater hull cleaning.
Vessel is undocked and shifted to the pier	8 October 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:

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SECTION F -- DELIVERIES OR PERFORMANCE

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

F.2 PERIOD OF PERFORMANCE for Recycling Services of the Vessel BAY 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 BAE Systems San Francisco Ship Repair, Inc. 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 after undocking at the Shipyard through the delivery of the final report shall not exceed 354 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 period of performance from the undocking date for 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 354 calendar days from the undocking date at the Shipyard, not excluding any designated holidays, as calculated from the undocking date milestone. 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.