

**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 05/04/2009	2. CONTRACT NO. (If any) GS-00F-0033M	6. SHIP TO: A. D. Jordan		
3. ORDER NO. DTMA1V09091	4. REQUISITION/REFERENCE NO. PR600090046	a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-611		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429		b. STREET ADDRESS 1200 New Jersey Ave., SE MAR380, W28-201		
Washington DC 20590		c. CITY Washington	d. STATE DC	e. ZIP CODE 20590

7. TO: a. NAME OF CONTRACTOR	f. SHIP VIA
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b. COMPANY NAME <b>PCCI, INC.</b>		8. TYPE OF ORDER		
c. STREET ADDRESS <b>300 N Lee St Ste 201</b>		<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY <b>Alexandria</b>	e. STATE <b>VA</b>	f. ZIP CODE <b>22314-2640</b>	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

9. ACCOUNTING AND APPROPRIATION DATA - - 69X430 - 3RRF909 - - 6916 - - 000096980 - SAF00 - - 25100700 - - 9616 - 980 - - - SAF0	10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-610
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Leah MacHugh				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125	\$83,474.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Barbara A. Gillum TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
3 of 10

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 05/04/2009	CONTRACT NO. GS-00F-0033M	ORDER NO. DTMA1V09091
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>OSHA HAZWOPER Classes</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work.</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p> <p>Reference Requisition: PR600090046</p>	0.00		0.000	0.00	
0002	<p>OSHA HAZWOPER 24 Hour Initial Responder Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held in Hampton Roads, VA</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	2.00	EA	7,207.000	14,414.00	
0003	<p>OSHA HAZWOPER 8 Hour Refresher Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held in the Hampton Roads</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	2.00	EA	1,624.000	3,248.00	
0004	<p>3.5 to 4 Hour Boom Demonstration at Hampton Roads</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held in the Hampton Roads area.</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	2.00	EA	3,713.000	7,426.00	
0005	<p>OSHA HAZWOPER 24 Hour Initial Responder</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Baltimore, MD</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	9,389.000	9,389.00	
0006	<p>OSHA HAZWOPER 8 Hour Refresher Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Baltimore, MD</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	2.00	EA	3,249.000	6,498.00	
0007	<p>3.5 to 4 Hour Boom Demonstration</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Baltimore, MD</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	3,713.000	3,713.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$44,688.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
4 of 10

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 05/04/2009	CONTRACT NO. GS-00F-0033M	ORDER NO. DTMA1V09091
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0008	<p>OSHA 24 Hour Initial Responder Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Charleston, SC</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	9,602.000	9,602.00	
0009	<p>OSHA HAZWOPER 8 Hour Refresher Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Charleston, SC.</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	3,538.000	3,538.00	
0010	<p>3.5 to 4 Hour Boom Demonstration</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Charleston, SC.</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	3,713.000	3,713.00	
0011	<p>OSHA HAZWOPER 24 Hour Initial Responder Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Philadelphia, PA</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	9,389.000	9,389.00	
0012	<p>3.5 to 4 hour Boom Demonstration</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at Philadelphia, PA.</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	3,713.000	3,713.00	
0013	<p>OSHA HAZWOPER 24 Hour Initial Responder Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at James River Reserve Fleet</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	7,207.000	7,207.00	
0014	<p>OSHA HAZWOPER 8 Hour Refresher Training</p> <p>The Contractor shall develop and conduct OSHA HAZWOPER training in accordance with Statement of Work. Classes to be held at the James River Reserve Fleet (JRRF)</p> <p align="center"><i>Start Date</i>      <i>End Date</i> 05/06/2009      07/31/2009</p>	1.00	EA	1,624.000	1,624.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$38,786.00

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 5 of 5
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TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	6
C.1    Statement of Work	6
SECTION H -- Special Contract Requirements	9
H.1    Clauses By Reference	9
SECTION I -- Contract Clauses	10
I.1    Clauses By Reference	10

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 6 of 6
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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### STATEMENT OF WORK

##### OSHA HAZWOPER Training Course

##### Purpose

The purpose of this contract is to bridge the training gap between the expiration date of the previous OSHA HAZWOPER Training Contract and the commencement date, as yet to be determined, of the upcoming OSHA HAZWOPER Training contract. This temporary contract will ensure that individuals, associated with the Ready Reserve Force (RRF) Program (i.e. Port Engineers, ROS Crew, etc.), as well as Reserve Fleet Site Personnel with current OSHA HAZWOPER Certifications, be able to retain their certification as per RRF policy.

The rationale behind this MARAD requirement stems from standards defined and set within Title 29 of the Code of Federal Regulations (CFR) 1910.120. Our objective is to provide Hazardous Waste and Emergency Response (HAZWOPER) Training to designated individuals involved in the day to day administration, operations and maintenance of U.S. Maritime Administration (MARAD) Ready Reserve Force (RRF) vessels and/or MARAD National Defense Reserve Fleet (NDRF) sites. The aforementioned designated individuals include, but are not necessarily limited to, the following personnel: 1) Licensed mariners assigned to RRF vessels, particularly key RRF vessel Reduced Operating Status (ROS) crewmembers, 2) Unlicensed RRF personnel, including those assigned to vessels in ROS status, 3) MARAD Surveyors, 4) Port Engineers assigned by the Ship Manager to RRF vessels, 5) Personnel (either Government or Contract) assigned to MARAD NDRF sites on a permanent or semi-permanent status, and 6) MARAD designated Qualified Individuals (QI)/Alternate Qualified Individuals (AQI).

Every year, certified individuals must receive refresher training in order to maintain and demonstrate competency. The downstream negative results of not conducting this training in a timely manner involve additional financial expenditures to conduct the longer training session and the corresponding additional amount of time that personnel will be removed from their primary duties, while being recertified.

##### Period of Contract

This contract is of a temporary nature and shall remain in effect until the new HAZWOPER Training contract becomes effective. The termination date for this contract shall occur on or about 31 July 2009. The contractor is expected to fulfill all training requirements set forth by this date. Should circumstances require a contract extension, then the date may be extended upon a request initiated from either party, contractor or MARAD, and with the subsequent mutual agreement of both parties. MARAD may also terminate this contract on or after the date when the new HAZWOPER contract goes into effect.

##### Training Requirements

Code of Federal Regulations (CFR) requirements mandate that OSHA HAZWOPER training be conducted on an annual basis in order for individual certifications to remain current. As long as certifications are current, individuals are only required to take an annual eight (8) Hour OSHA HAZWOPER Refresher Training course instead of repeating the Twenty-four (24) Hour Initial HAZWOPER Training.

The courses must be tailored to the Maritime Administration's (MARAD)'s specific needs which are that the courses must be marine oil spill specific and also satisfy OSHA's basic training requirement to ensure certification. The type of training that the contractor provides to individuals shall be contingent upon the tasks assigned to stop, contain, or recover the spilled material from the release.

The contractor shall provide Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) training to MARAD employees and personnel assigned to Ready Reserve Force (RRF), either ashore or afloat. The training syllabus and instructor qualifications shall be in compliance with the Hazardous Waste Operations and Emergency Response standard, Title 29 of Code of Federal Regulations (CFR) 1910.120. The training syllabus shall conform to the HAZWOPER training requirements that apply to

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 7 of 7
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marine oil spill emergency response, which are located in 29 CFR 1910.120(q)(6). The contractor shall issue a written certificate to all workers who successfully complete HAZWOPER training, as required by 29 CFR 1910.120, paragraphs (e)(6) and (q)(6).

The OSHA-based HAZWOPER training courses to be offered by the contractor to MARAD shall consist of the following basic types:

- a) Twenty-four (24) Hour Initial Responder Training-Hazardous Material Technician or Specialist

The course material in the case of the Twenty-four (24) hour OSHA-based HAZWOPER course must be specific to the maritime industry (on water oil spills) and more particularly tailored to MARAD's needs with regard to MARAD's specific oil spill exposures. MARAD's oil spill exposures are primarily marine bunker, marine lube and marine hydraulic oil spills. The contractor will also be required to actively involve utilization of the oil spill kit and incorporating practical boom deployment in the training through qualified OSRO sub-contractors on all coasts. The contractor shall also incorporate a MARAD-provided bunkering video and associated bunkering check list into the training syllabus.

- b) Eight (8) hour annual refresher - First Responder Operations Level

The Twenty-four (24) hour Initial Responder course must be extrapolated to provide pertinent subject matter for the Eight (8) hour refresher course, appropriately modified an existing training course and tailored to the Maritime Administration's (MARAD) specific needs. The contractor shall consult as necessary with the MARAD technical representative as the course is revised to ensure MARAD's specific requirements are included in the training.

The Twenty-Four (24) hour Initial Responder Training - Hazardous Material Technician or Specialist course, and the Eight (8) Hour Annual Refresher - First Responders Operation Level course shall impart the information, knowledge of the definitive oil spill procedures, particulars of the response plan (VRP/NTVRP/SOPEP), responder responsibilities, and notification/containment actions required of the first responder. Upon completion of training, the Initial Responder at the scene of an oil spill event will be fully qualified to act as On-Scene Incident Commander, set forth in OSHA HAZWOPER Training, 29 CFR 1910.120, titled Hazardous Waste Operations and Emergency Response, as detailed in paragraph (q), Emergency response to hazardous substance releases, Subparagraph (6) Training, (i) First responder awareness level (ii) First responder operations level, and (iii) On scene incident commander through Subparagraph (8). The Twenty-four (24) hour training option permits MARAD to maintain continuity in the event personnel attrition and/or turnover.

#### Instructor Qualifications

In order to seamlessly bridge of the training gap between the two contracts, the contracted training provider be currently conducting OSHA-based HAZWOPER training and certification. Therefore, staff and instructors are expected to possess the following qualifications:

- a) Comprehensive knowledge of U S Coast Guard Oil Spill Regulations, Oil Spill Removal Organizations (OSRO) and Preparedness for Response Exercise Program (PREP) drill requirements
- b) Documented training experience in the marine oil spill field
- c) OSHA-based HAZWOPER trained staff personnel empowered to certify trainees
- d) Demonstrated comprehensive knowledge of Qualified Individual (QI) qualifications/training and the Incident Command System (ICS) and the USCG application of same.

#### TRAINING SITES:

MARAD expects the contractor to have sufficient instructors on staff to carry out required annual training at the following locations:

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 8 of 8
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- o NDRF sites located at a.) Fort Eustis, VA
- o RRF Outport sites located at: a) Charleston, SC, b.) Hampton Roads, VA, c.) Baltimore, MD, and d.) Philadelphia, PA.

**GOVERNMENT FURNISHED EQUIPMENT, MATERIALS AND SERVICES:**

1. The COTR will review/approve the course curriculum as it is developed by the contractor to assure relevance to MARAD's training needs. The COTR also reserves the right to compromise with the contractor if MARAD training requests, maritime industry standards and U.S. Coast Guard regulations conflict in anyway, resulting in a divergence of the course development.
2. There will be a need for cooperative efforts between the contractor and Fleet personnel in arranging for equipment demonstrations (i.e. booming a vessel or environmentally sensitive area adjacent to the fleet sites) a very important element that is to be provided for in the training course. The Beaumont Reserve Fleet has requested that their training sessions take the form of a desktop exercise. Thus, it will be necessary for the contractor to offer this type of refresher training option.
3. The Fleets will provide classroom accommodations for the training sessions.
4. Training at outport sites will be held onboard an outport vessel. Another nearby training facility may be arranged at MARAD's discretion.
5. MARAD Regions will stagger their personnel's attendance at the sessions so there is no conflict with necessary day-to-day functions.
6. MARAD will provide within seven (7) days of contract award a bunkering video tape and accompanying bunkering checklist which is to be integrated into the contracted training course and given appropriate emphasis as the subject matter contained therein stresses MARAD's areas of maximum oil spill exposures.

**CONTRACTOR DELIVERABLES:**

1. A bound handout complete with agenda in order of presentation, summary analysis of the presented subject matter, appropriate references and syllabus of environmental nomenclature pertinent to the training that can serve as a future reference for trainees. Each trainee attending the course shall receive the handout. As training sessions evolve any changes deemed appropriate will be effected to MARAD's satisfaction.
2. A completion certification and wallet size laminated OSHA-based HAZWOPER card to each individual completing the Twenty-four (24) hour course and appropriate rider/evidence of completion of the annual refresher course will be provided.
3. A summary listing of names completing each course and their MARAD position or ROS licensed position and assigned vessel.
4. Within five (5) days of contract award, submit a draft of the proposed course materials for MARAD review and acceptance.
5. Within five (5) days of receipt of MARAD comments and submit final course materials.

**References:**

- 29 CFR 1910.120 - Hazardous waste operations and emergency response
- 33 CFR 154 - Transferring Oil or Hazardous Material in Bulk
- 33 CFR 155 - Oil or Hazardous Material Pollution Regulations for Vessels
- 40 CFR 112 - Oil Pollution Prevention

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 9 of 9
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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
MCL.H-5	MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL	August 2005

	<b>Document No.</b> DTMA1V09091	<b>Document Title</b> HAZWOPER Classes	Page 10 of 10
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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.217-06	Option for Increased Quantity	March 1989
52.217-08	Option to Extend Services	November 1999
52.217-09	Option to Extend the Term of the Contract	March 2000