

UNITED STATES NAVY
AUTHORIZATION TO PROCEED WITH REMOVAL
AND DISPOSAL OF OIL OR HAZARDOUS MATERIAL SPILL

(Telephone)

(Date)

(Company Name)
(Street Address)
(City, State/Province Zip / Postal Code)

Re: U.S. COAST GUARD, SHORE INFRASTRUCTURE LOGISTICS CENTER, BOA
NUMBER HSCG-XX-A-XXXXXX

Dear Sir or Madam:

You are hereby authorized to contain the (describe the incident and location) to prevent further environmental damage. Provide all necessary supervision, labor, equipment, and materials as priced in Schedule B of the agreement.

Funds not to exceed \$25,000 have been allotted for this work as shown below. The value of this contract shall not be exceeded without written authorization from the Contracting Officer. This authorization to proceed letter will be followed by a DD 1155 on the next working day from the (Officer in Charge, NAVFACENGCOM Contracts Office).

The schedule for definitization of this agreement shall be as detailed in DFARS 252.217-7027, Contract Definitization, provided as an attachment to this letter.

Accounting and Authorization Data:



The contractor's responsibility is directly to the Contracting Officer. Any requested change/deviation in scope must be brought to the attention and/or approval of the Contracting Officer. In no case will changes to the contract scope be made at the Activity level or any person other than the Contracting Officer.

(Name of NOSC)

Received: _____

(Signature)

(Authorized Signature)

DFARS 252.217-7027

CONTRACT DEFINITIZATION (OCT 1998)

(a) A time and material type contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a not to exceed proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is within 5 days from assessment of the scope of work for the spill.

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price ceiling.

(End of clause)