

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 06/26/2009	2. CONTRACT NO. (If any) GS-10F-0316K	6. SHIP TO:		
3. ORDER NO. DTMA4F09006	4. REQUISITION/REFERENCE NO.	a. NAME OF CONSIGNEE No Shipping Information		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, WR Acquisition 201 Mission Street, Suite 1800  San Francisco CA 94105-1905		b. STREET ADDRESS		c. CITY
7. TO:		d. STATE	e. ZIP CODE	
a. NAME OF CONTRACTOR DUNS# 018539619		f. SHIP VIA		
b. COMPANY NAME BMT Designers & Planners, Inc.		8. TYPE OF ORDER		
c. STREET ADDRESS 2120 Washington Boulevard		<input type="checkbox"/> a. PURCHASE		<input checked="" 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 Arlington	e. STATE VA	f. ZIP CODE 22204-5708		
9. ACCOUNTING AND APPROPRIATION DATA 2009 - - x4303 - RRF972 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 096172 - 76 - NDA0 - 25404 - - -		10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
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		See Line Item Detail for Delivery Dates	

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: Susan Wong				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$73,125.69

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

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

DATE OF ORDER 06/26/2009	CONTRACT NO. GS-10F-0316K	ORDER NO. DTMA4F09006
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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><i>BMT FOR TRAINING SCHOOL SHIPS</i></p> <p><i>PRWR0900041</i> <i>THE NOTICE TO PROCEED IS 7/1/09 AT 0900AM.</i></p> <p>Task 1 - Data Review</p> <p>SOW SECTION 4.3.1 Task 1 - Data Review, School Ship Personnel Interviews and Vessel Inspections. Complete NLT 14 days after contract award.</p> <p><i>Delivery Date</i> 08/01/2009</p>	1.00	NTE	34,834.480	34,834.48	
0002	<p>Task 2 - Best Management Practices</p> <p>SOW SECTION 4.3.2 Task 2 - Best Management Practices (review of existing and development of new). Complete NLT August 15th, 2009.</p> <p><i>Delivery Date</i> 08/15/2009</p>	1.00	NTE	18,108.570	18,108.57	
0003	<p>Task 3 - Draft BMP Manuals Preparation and Submittal.</p> <p>SOW SECTION 4.3.3 Task 3 - Draft BMP Manuals Preparation and Submittal. Complete NLT August 30th, 2009.</p> <p><i>Delivery Date</i> 08/30/2009</p>	1.00	NTE	16,538.170	16,538.17	
0004	<p>Task 4 - Final BMP Manuals Preparation and Submittal.</p> <p>SOW SECTION 4.3.4 Task 4 - Final BMP Manuals Preparation and Submittal. Complete NLT September 15th, 2009.</p> <p><i>Delivery Date</i> 09/15/2009</p> <p><i>DIST: VENDOR/COTR/CO/FCO</i></p>	1.00	NTE	3,644.470	3,644.47	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$73,125.69

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## COMMERCIAL CLAUSES

### 1 STATEMENT OF WORK

STATEMENT OF WORK  
BEST MANAGEMENT PRACTICE MANUAL FOR SCHOOL SHIPS  
PRWR0900041  
APRIL 2009

#### 1.0 ABSTRACT

1.1 Provide the services of an environmental consulting firm with extensive experience in assisting the maritime industry in environmental compliance; to develop a Vessel General Permit Best Management Practice Manual for the following Maritime Administration School Ships operated by their associated Maritime Academies:

#### 2.0 LOCATION

2.1 TS STATE of MAINE: Operated by Maine Maritime Academy, Castine, Maine: Hancock County

2.2 TS KENNEDY: Operated by Massachusetts Maritime Academy, Buzzards Bay, MA: Barnstable County

2.3 TS EMPIRE STATE: Operated by SUNY Maritime College, Bronx, New York City, NY: The Borough of Bronx, New York City

2.4 TV KINGS POINTER: Operated by the U.S. Merchant Marine Academy, Kings Point (Great Neck), NY: Nassau County

2.5 TS STATE of MICHIGAN: Operated by Great Lakes Maritime Academy, Traverse City, MI: Grand Traverse County

2.6 TS GOLDEN BEAR: Operated by California Maritime Academy, Vallejo, CA: Solano County

#### 3.0 REFERENCES

3.1 Environmental Protection Agency's, Vessel General Permit for Discharges Incidental to the Normal Operation of Vessels (VGP). See [http://www.epa.gov/npdes/pubs/vessel\\_vgp\\_permit.pdf](http://www.epa.gov/npdes/pubs/vessel_vgp_permit.pdf).

3.2 MARAD School Ship Compliance Guide For the implementation of EPA Vessel General Permit Requirements for Discharges Incidental to the Normal Operation of a Vessel.

#### 4.0 WORK SCOPE

4.1 Contractor shall develop a comprehensive Best Management Practices (BMP's) Manual that addresses all of the vessels listed in Paragraph 2.0 above to meet all requirements (including, but not limited to, inspection, monitoring, minimizing discharges, sampling (if required), reporting requirements and auditing requirements) for applicable regulated discharges covered under the Environmental Protection Agency's Vessel General Permit (VGP) requirements.

4.2 BMP's will be developed for every discharge regulated by the VGP as they relate to specific school ships identified above. The Contractor shall utilize the References provided in Paragraphs 3.1 and 3.2. In addition, the Contractor shall incorporate into the BMP Manual any additional state and local requirements, school ship locations are identified under Paragraph 2.0

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4.3 To accomplish this work scope MARAD shall implement the following scope of work and milestones.

4.3.1 Task 1 - Data Review, School Ship Personnel Interviews and Vessel Inspections. Complete NLT 14 days after contract award.

4.3.2 Task 2 - Best Management Practices (review of existing and development of new). Complete NLT June 15th, 2009.

4.3.3 Task 3 - Draft BMP Manuals Preparation and Submittal. Complete NLT June 30th, 2009.

4.3.4 Task 4 - Final BMP Manuals Preparation and Submittal. Complete NLT July 15th, 2009.

#### 4.4 Task 1-Data Review and Vessel Inspections

4.4.1 Contractor shall obtain and review available vessel documents to determine applicable regulated discharges and prepare vessel-specific inspection forms. The documents to be reviewed include drawings of the vessels, any recent sampling and analyses data, and the results of any past studies or inspections. Contractor shall contact each school ship's point of contact to determine what potential regulated discharges and source areas are associated with each vessel and the locations of these discharges and sources on each vessel.

4.4.2 Contractor shall visit and physically inspect vessels identified under Paragraphs 2.1, 2.2, 2.3 and 2.4. Vessels identified under Paragraphs 2.5 and 2.6 are sister ships to vessels identified in Paragraphs 2.4 and 2.1 respectively. Contractor shall inspect all discharges identified during the data review, document baseline conditions, identify any conditions that need immediate attention, evaluate any existing procedures for discharge controls with school ship staff, and identify applicable BMPs, where necessary. Contractor shall conduct phone interviews with school ship staff of the two vessels not physically inspected, as the sister ships are not identical and configuration and operation of the discharges, in some cases, will be different.

#### 4.5 Task 2-BMP Development

4.5.1 Based on the data obtained during Task 1, Contractor shall develop BMP's for each vessel to ensure that the regulated discharges and sources present on each of the school ships will remain in compliance with the VGP. This will include the development of non-structural BMP's, such as maintenance and emergency response protocols, and the identification of structural BMP's, if applicable.

4.5.1.1 Development of BMP's will be limited to the regulated discharges and sources present on the six school ships.

4.5.1.2 The BMP's developed under this task will be included in the BMP Manuals prepared under Task 3, below.

#### 4.6 Task 3-Draft BMP Manual and Submit to MARAD for Comment and Review

4.6.1 Contractor shall prepare a draft VGP BMP Manual. The BMP manual will include both general and ship-specific BMP's covering the applicable discharges present on the six school ships. The manual shall include applicable standard operating procedures. These shall include both existing Standard Operating Procedures (SOP's) currently being implemented by the school ships and SOPs developed by the Contractor to ensure that the regulated discharges and sources remain in compliance with the VGP. Contractor shall also develop vessel-specific inspection protocols and forms for use by each of the school ships.

:

4.6.1.1 Filing of the required electronic notice of intent (NOI) for each vessel, by the Contractor, is not required.

4.6.1.2 Contractor is not required to accomplish water quality sampling or analyses.

4.6.1.3 Contractor shall provide MARAD with one electronic copy (using applications compatible with Microsoft Office applications) of the school ship draft BMP Manual for comment and review.

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4.7 Task 4-Final BMP Manual Submittal

4.7.1 MARAD will provide comment based on the review of the draft BMP Manual. Once comments are received from MARAD the Contractor shall address all comments and concerns and prepare final a BMP Manual that will include both general and ship-specific non-structural and structural BMP's covering the applicable discharges present on the six school ships. The manual will include applicable standard operating procedures and vessel-specific inspection protocols and forms for use by each of the six school ships.

4.7.1.1 Contract shall provide MARAD with one electronic and one hard copy of the final BMP Manual per school ship.

5.0 Points of Contact

5.1 Tony Margan, School Ship Program Manager: w: (202) 366-0433; c: (202) 309-4613

5.2 Bryan Vogel, Environmental Protection Specialist and Contracting Officer's Technical Representative: w: (415) 744-2840; c: (415) 740-4221

5.3 TS STATE of MAINE: Captain Larry Wade: w: (207) 326-2425; c: (207) 944-6421

5.4 TS KENNEDY: Captain Tom Bushy: w: (508) 830-5020; c: (508) 274-3196

5.5 TS EMPIRE STATE: Captain Rick Smith: w: (718) 409-7350; c: (646) 206-3727

5.6 TV KINGS POINTER: Chief Engineer Lance Klein: w: (516) 773-5680; c: (516) 924-0543

5.7 TS STATE of MICHIGAN: Captain Mike Surgalski: w: (231) 995-1208

5.8 TS GOLDEN BEAR: Captain Harry Bolton: w: (707) 654-1192; c: (707) 246-7495

2 DPO INVOICING REQUIREMENTS

INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADWRInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch

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AMZ-150  
PO Box 25710  
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch  
AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

3      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>

Clause	Title	Date
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009
52.212-03	Offeror Representations and Certifications - Commercial Items	February 2009

4      52.212-05      CONTRACT TERMS AND CONDITIONS REQUIRED TO      APRIL 2009  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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\_\_\_ (2) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4) [Reserved]

\_\_\_ (5)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

\_\_\_ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

\_\_\_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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X\_\_\_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

X\_\_\_ (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

X\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xI) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

5 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>

Clause	Title	Date
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003

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## 6 WAGE DETERMINATIONS

Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in the Wage Determinations which are attached to this contract:

WAGE DETERMINATION MAINE STATEWIDE WD05 2241  
WAGE DETERMINATION MA BARNSTABLE COUNTY 05-2259  
WAGE DETERMINATION NY BRONX 05-2375  
WAGE DETERMINATION NY NASSAU COUNTY 05-2373  
WAGE DETERMINATION MI GRAND TRAVERSE COUNTY 05-2271  
WAGE DETERMINATION CA SOLANO COUNTY 05-2069

In pricing a proposal for work requirement in this solicitation, the Contractor is responsible for locating the applicable Department of Labor Wage Determination. This may be done online by first going to the URL <http://www.wdol.gov/> and following these steps:

1. Click on Selecting SCA WDs
2. Use drop down arrows to select the locality applicable to the location of your dry dock; click on Continue
3. Answer No to the question, "Were these services previously performed at this locality under an SCA-Covered contract?"
4. Answer No to the question, "Are the contract services to be performed listed below as Non-Standard Services?"
5. Click on Printer Friendly Version and print out the applicable wage determination.

Many of the occupations listed may not be applicable, but some will be applicable particularly in the 23000 Mechanics and Maintenance and Repair Occupations.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 MCL.E-1 DELEGATION OF INSPECTION AND ACCEPTANCE AUGUST 2005

Mr Bryan Vogel is delegated the Contracting Officer's Technical Representative with the responsibility and authority to conduct inspection and acceptance duties for this contract.

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SECTION I -- CONTRACT CLAUSES

I.1 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL FEBRUARY 2007  
REQUIREMENTS-COMMERCIAL ITEM ACQUISITION

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)