

ORDER FOR SUPPLIES OR SERVICES

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

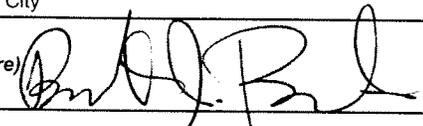
1. DATE OF ORDER 08/28/2007		2. CONTRACT NO. (If any)		6. SHIP TO: Jim Kahler		
3. ORDER NO. DTMA1V07117		4. REQUISITION/REFERENCE NO. PROP0700077		a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-612		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave., SE MAR380, W28-201				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:				f. SHIP VIA		
a. NAME OF CONTRACTOR				8. TYPE OF ORDER		
b. COMPANY NAME Marine Design and Operations, Inc				<input checked="" type="checkbox"/> a. PURCHASE		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.
c. STREET ADDRESS 701 Springfield RD # 2C				REFERENCE YOUR:		
d. CITY Kenilworth				e. STATE NJ		
f. ZIP CODE 07033-1125				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 - 70 - X43030 - 002007 - 94 - 1A0M - - IS00 - 0761000 - 00 - 02526 - - - - -				10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL	
<input checked="" type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	
13. PLACE OF		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE	
		09/30/2007	
		16. DISCOUNT TERMS	
		10 days %	
		20 days %	
		30 days %	
		days %	

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)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO: Jennifer Fallis					
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City					
	b. STREET ADDRESS (or P.O. Box) MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710,					
	c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125		17(h) TOT. (Cont. pages)
						\$20,000.00
						17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Benedict J. Burnowski 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 08/28/2007	CONTRACT NO.	ORDER NO. DTMA1V07117
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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>Heavy Weather Mooring Analysis</p> <p>The Maritime Administration requires a heavy weather mooring analysis to determine the feasibility, safety, and cost of a proposed three vessel nest. The proposed berth is Pier 3, south Alameda, California.</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: none;"><i>Delivery Date</i></td> <td style="border: none;"><i>Start Date</i></td> <td style="border: none;"><i>End Date</i></td> </tr> <tr> <td style="border: none;">09/30/2007</td> <td style="border: none;">09/01/2007</td> <td style="border: none;">09/30/2007</td> </tr> </table> <p>Reference Requisition: PROP0700077</p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	09/30/2007	09/01/2007	09/30/2007	1.00		20,000.000	20,000.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
09/30/2007	09/01/2007	09/30/2007										

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$20,000.00

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COMMERCIAL CLAUSES

I STATEMENT OF WORK

1. Statement of Work

The Maritime Administration requires a heavy weather mooring analysis to determine the feasibility, safety, and cost of a proposed three vessel nest. The proposed berth is Pier 3, south Alameda, California. See attachment 1 for ship information, mooring line data, and wind speed requirement. OPTIMOOR software is an acceptable methodology.

- (A) The heavy weather mooring analysis is to be calculated in accordance with "MOORING SERVICE TYPE III" standards as identified in TR-6012-OCN Rev B USN Heavy Weather Mooring Safety Requirements (formerly MIL-HDBK-1026/4).
- (B) The analysis is to be calculated using the existing mooring line fittings (bollards, bits, cleats, etc.) located on the pier. If the current arrangement, size of the mooring hardware is inadequate to safely moor the vessels in the 3-deep nested condition IAW the mooring standard, the analysis shall be completed assuming the appropriate hardware upgrade. If mooring hardware upgrades are required, a detailed list and drawing depicting the specifications and location of the upgraded hardware location and cost estimate to procure and install the hardware shall be provided.
- (C) When preparing mooring calculations, the combination of wind direction, wind speed, tides and currents shall be analyzed to determine the worst case scenario.
- (D) The mooring lines and layberth mooring points shall be analyzed in accordance with NAVSEA Design Data Sheet, DDS 582-1, "CALCULATIONS FOR MOORING SYSTEMS". In performing this analysis, a minimum factor of safety of 2.5, based on the minimum calculated breaking strength for the mooring lines currently outfitted on the vessels. Current vessel mooring line data is provided in attachment 1.
- (E) When calculating the safe working load of layberth mooring points, a minimum factor of safety of 5.0, based on the ultimate strength of the fitting is required.
- (F) Mooring line fittings shall be sufficiently arranged to minimize the magnitude of ship motion, positioned to not result in excessively steep mooring line angles, and of sufficient size and design to hold the number of turns and/or eyes of ten (10) inch or less circumference mooring lines without chafing as called for in the heavy weather mooring plan.
- (G) Fenders used between nested vessels shall keep the vessels separated a minimum of four (4) feet in any weather condition. The Government currently provides the fenders used between the two nested vessels at the vessels current layberth at Pier 50 in San Francisco. It shall be assumed the same size and type of fender will be used between the 2nd and 3rd nested vessel. A cost estimate for the procurement of the two additional fenders shall be provided. If the current fenders are inadequate to meet the heavy weather mooring requirement, adequate fender size and procurement cost shall be provided.
- (H) The maximum allowable hull pressure is 25 pounds per square inch (psi) against any portion of the vessel hull by fenders or other structures. The maximum horizontal distance between any two fendering points shall not be more than 100 feet. Ship's hull curvature/flare shall be analyzed carefully to determine proper fendering locations. Identification of and detailed cost estimate if pier face fendering needs to be upgraded to support the three vessel nest assuming worst case wind direction.
- (I) The lead of the mooring lines shall not preclude the ability of the inboard vessel to place the ramp on the pier.
- (J) The vessels can be moored in any position within the nest (inboard, outboard or middle ship). If the vessels mooring hardware is insufficient based upon it's location within the nest, identification of required ship fittings is required for each vessel.

2. Deliverables

- (A) Mooring calculations by a Professional Engineer demonstrating that the berth (including mooring fittings) is sufficient to provide safe and secure mooring in winds up to the wind speed specified in attachment 1 for the proposed three vessel nest at the berth from various points of the compass, while simultaneously experiencing maximum current and wave forces expected at the layberth

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location (worst case shall be included). A minimum factor of safety of 2.5 times the maximum calculated force is required for mooring lines and a minimum factor of safety of 5.0 times the maximum calculated force is required for mooring fittings.

- (B) A heavy weather mooring plan for the three vessel nest showing all mooring lines.
- (C) Identification of any new mooring hardware and drawing depicting the location of where the new hardware is to be installed on the pier.
- (D) Detailed cost estimate for procurement and installation of pier upgrade work.
- (E) Identification and detailed cost estimate of all modifications required on the vessels to meet the mooring requirement.
- (F) Hull pressure calculations and separate detailed cost estimates for fenders to be used between the vessels and fendering upgrade (if required) on the pier face.
- (G) If Fixmoor or Optimoor is used, data files are to be submitted in addition to the printed calculations.

**CHARACTERISTICS
OF A "CAPE H" CAPE HENRY RO/RO VESSEL**

LENGTH OVERALL: 749'-08"
 BEAM: 105'-10"
 ESTIMATED DRAFT AT BERTH: 13'-00" FWD, 29'-00" AFT
 MAST HEIGHT (MAX ABOVE BASELINE): 165'-00"
 ESTIMATED AIR DRAFT (based on draft): 139'-00"
 DISPLACEMENT AT ESTIMATED DRAFT: 27,000 L/T
 LIGHTSHIP DISPLACEMENT: 15,000 L/T
 DEPTH FROM KEEL TO WEATHER DECK: 66'-03"FT
 TYPE OF RAMP: FIXED STARBOARD QUARTER
 REQUIRED MOORED POSITION: STARBOARD SIDE TO
 APPROXIMATE SAIL AREA AT ABOVE DRAFTS: 48,000 F2
 APPROXIMATE PARALLEL MID-BODY: FROM 170 FT TO 450 FT FORWARD OF STERN
 MOORING LINE DATA:

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CHARACTERISTICS
OF A "CAPE H" CAPE HORN RO/RO VESSEL

LENGTH OVERALL: 749'-08"
 BEAM: 105'-10"
 ESTIMATED DRAFT AT BERTH: 13'-00" FWD, 29'-00" AFT
 MAST HEIGHT (MAX ABOVE BASELINE): 165'-00"
 ESTIMATED AIR DRAFT (based on draft): 139'-00"
 DISPLACEMENT AT ESTIMATED DRAFT: 27,000 L/T
 LIGHTSHIP DISPLACEMENT: 15,000 L/T
 DEPTH FROM KEEL TO WEATHER DECK: 66'-03" FT
 TYPE OF RAMP: FIXED STARBOARD QUARTER
 REQUIRED MOORED POSITION: STARBOARD SIDE TO
 APPROXIMATE SAIL AREA AT ABOVE DRAFTS: 48,000 F2
 APPROXIMATE PARALLEL MID-BODY: FROM 170 FT TO 450 FT FORWARD OF STERN
 MOORING LINE DATA:

CHARACTERISTICS
OF A "CAPE H" CAPE HUDSON RO/RO VESSEL

LENGTH OVERALL: 749'-08"
 BEAM: 105'-10"
 ESTIMATED DRAFT AT BERTH: 13'-00" FWD, 29'-00" AFT
 MAST HEIGHT (MAX ABOVE BASELINE): 165'-00"
 ESTIMATED AIR DRAFT (based on draft): 139'-00"

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DISPLACEMENT AT ESTIMATED DRAFT: 27,000 L/T

LIGHTSHIP DISPLACEMENT: 15,000 L/T

DEPTH FROM KEEL TO WEATHER DECK: 66'-03" FT

TYPE OF RAMP: FIXED STARBOARD QUARTER

REQUIRED MOORED POSITION: STARBOARD SIDE TO

APPROXIMATE SAIL AREA AT ABOVE DRAFTS: 48,000 F2

APPROXIMATE PARALLEL MID-BODY: FROM 170 FT TO 450 FT FORWARD OF STERN

MOORING LINE DATA:

MAXIMUM WIND SPEED CRITERIA FOR THE GEOGRAPHIC AREA OF CONSIDERATION

Wind speeds by port to be used for determining safe moorings, hull pressures and other conditions described in Mooring Type III Standards:

Port Area	Max Wind Speed
Alameda, California	85 MPH

2 EVALUATION INSTRUCTIONS AND CRITERIA

Evaluation Criteria

Evaluation is based only on price and past performance. Award will be based on whether the lowest priced of the quotations or offers having the highest past performance rating possible represents the best value when compared to any lower priced quotation or offer.

Quote Instructions

In addition to submitted firm-fixed price for performing the work please provide a written statement in your quote discussing any relevant information you have for similar engineering studies of mooring analysis including references (up to three) with the point of contact information.

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://www.fednet.gov/fedcontract.html#ARM100.html

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Clause	Title	Date
52.203-03	Gratuities	April 1984
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000

4 52.204-7, CENTRAL CONTRACT REGISTRATION

Central Contractor Registration (July 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

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(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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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://www.acqnet.gov/far/current/html/VRM11OC.html>

Clause	Title	Date
52.213-02	Invoices	April 1984
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.242-15	Stop-Work Order	August 1989
52.243-01	Changes--Fixed Price	August 1987
52.246-01	Contractor Inspection Requirements	April 1984
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.207-04	Economic Purchase Quantity-Supplies	August 1987

6 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is 4.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

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(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

7 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

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://www.acqnet.gov/far/current/html/ARMFUC.html>

8 MCL.L-2 AGENCY PROTESTS

AUGUST 2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

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(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.