

ORDER FOR SUPPLIES OR SERVICES

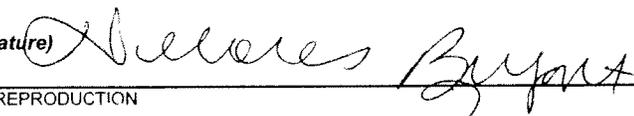
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/27/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Joseph Abbamonte		
3. ORDER NO. DTMA1V10415		4. REQUISITION/REFERENCE NO. PRMMA100428		a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington DC 20590				b. STREET ADDRESS OSHA		
				c. CITY Kings Point	d. STATE NY	e. ZIP CODE 11024-1699
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR				8. TYPE OF ORDER		
b. COMPANY NAME Tyree Service Corp.				<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 208 Route 109				REFERENCE YOUR:		
d. CITY Farmingdale				e. STATE NY	f. ZIP CODE 11735-1503	
9. ACCOUNTING AND APPROPRIATION DATA 7010 - - 1750MA - 2010 - 1M - RO00 - 00 - 050000 - 520000 - - 31100 - - - 6100 - 6600 -				10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY		
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	
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	N/A		08/12/2010		

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.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Tammy Curnett					
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				\$37,022.00	17(i) GRAND TOTAL
	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				

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Delores Bryant 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 07/27/2010	CONTRACT NO.	ORDER NO. DTMA1V10415
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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>Requisition Number SEPO10-051</i></p> <p>Remove Preferred Instrument Tank Monitoring Systems</p> <p>Furnish and install 2 new OMNTEC OEL8000II ATG Automatic Tank Gauging and Leak Detection Systems complete with all printers, sensors, probes and control wiring required for the USTs at the Academy.</p> <p>Tanks are located in the boiler room of O'Hara Hall and the other is located in the boiler room of Delano Hall.</p> <p>Qualified project manager to coordinate and to oversee all the field activities for the duration of the project.</p> <p>Completely remove the 2 existing Preferred Instrument Tank Monitoring Systems</p> <p>All work must be scheduled with the COTR at least 48 hours before work is accomplished.</p> <p>Work to be accomplished in accordance with the attached Statement of Work (SOW).</p> <p><i>Delivery Date</i> 08/12/2010</p> <p>Reference Requisition: PRMMA100428</p>	1.00	JOB	37,022.000	37,022.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$37,022.00

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COMMERCIAL CLAUSES

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>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009
52.213-02	Invoices	April 1984

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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>

Clause	Title	Date
52.216-24	Limitation of Government Liability	April 1984
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.222-03	Convict Labor	June 2003
52.222-19	Child Labor- Cooperation with Authorities and Remedies	August 2009
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
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
52.222-50	Combating Trafficking in Persons	February 2009
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-25	Prompt Payment	October 2008
52.233-01	Disputes	July 2002
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.244-06	Subcontracts for Commercial Items	April 2010
52.252-02	Clauses Incorporated by Reference	February 1998

**STATEMENT OF WORK (SOW)
INSTALLATION OF 2 OMNTEC TANK MONITORING
SYSTEMS**

DATE: 05-17-10

1. DESCRIPTION OF SERVICES: It is the intent of the United States Merchant Marine Academy to have an experienced and qualified contractor remove 2 existing Preferred Instrument Tank Monitoring Systems and furnish and install 2 new Omntec OEL8000II ATG Fuel Monitoring and Leak Detections Systems. One for an existing 10,000 gallon underground fuel oil tank (UST) located at O'Hara Hall and one for 2 existing 20,000 gallon USTs located at Delano Hall.

1.1 REQUIREMENTS: The contractor shall accomplish the following:

- Assign a qualified project manager to coordinate and to oversee all the field activities for the duration of the project.
- Completely remove the 2 existing Preferred Instrument Tank Monitoring Systems.
- Furnish, and install 2 new Omntec OEL8000II ATG Automatic Tank Gauging and Leak Detection Systems complete with all printers, sensors, probes and control wiring required for the 3 USTs at 2 locations at the Academy.
- Program the Automatic Tank Gauging and Leak Detection Systems.
- Demonstrate and train required Academy personnel on the new Automatic Tank Gauging and Leak Detection Systems.

1.2 Quality Control: The work shall be accomplished only by a contractor specializing in the knowledge and installation of the above work request and furnish evidence that the contractor has been specializing in this type of work for at least 5 years.

1.3 SUBMITTALS: Submit copies of the Operation and Maintenance Manuals and warranty information.

2. GENERAL NOTES:

- a. All work must be scheduled with the COTR at least 48 hours before work is accomplished.
- b. All debris shall be removed from the Academy premises and the areas are to be left in a neat, clean and workmanlike manner.
- c. Personnel in the employment of the contractor who operation a motor vehicle on the Academy grounds shall possess a valid driver's license.
- d. Provide an Automobile, Professional Liability, and Worker's Compensation certificates of insurance.
- e. The COTR shall be immediately notified of any problems or injuries during the course of this contract.

3. **GUARANTEE:**

a. Should any of the work performed by the contractor prove defective by reason of faulty workmanship or materials, within the period of one (1) year from the date of final acceptance of all work, the contractor agrees to remedy such defects at his own expense within a reasonable time of receiving notification of the same.

b. Any damage to surrounding areas resulting from contractor work must be repaired by the contractor at no cost to the government.