

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 06/14/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Frank DeCarlo		
3. ORDER NO. DTMA5V10071		4. REQUISITION/REFERENCE NO. MQP10-023		a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY		
5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy (Procurement) MMA-5206, Division of Procurement				b. STREET ADDRESS Department of Maintenance & Repair		
Kings Point NY		11024-1699		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 KELSO CARPET CO 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 65-32 Myrtle Avenue				REFERENCE YOUR:		
d. CITY Flushing				e. STATE NY		
f. ZIP CODE 11385-6250				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 - - 70X175 - 0MMC201 - 07 - COQT - RS - 001000002 - 0200254 - 08 - 61006600 - - -				10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION USMMA KINGS POINT, NY	b. ACCEPTANCE USMMA KINGS POINT, NY				

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: Justin Breeden					
	a. NAME USMMA A/P Branch, AMZ-160				\$5,800.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) USMMA A/P Branch, AMZ-160, PO Box 25710					
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125				

22. UNITED STATES OF AMERICA BY (Signature) <i>Mosmilin S. Diah</i>	23. NAME (Typed) Max Diah TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
3 of 4

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

DATE OF ORDER 06/14/2010	CONTRACT NO.	ORDER NO. DTMA5V10071
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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>DUNS: 056419310</i> <i>REMIT TO: SAME AS ABOVE</i></p> <p>QUARTER'S N NEW CARPET ENTIRE INTERIOR & KITCHEN LINOLEUM-</p> <p>Contractor shall provide all tools, materials, labor and equipment necessary to install new kitchen linoleum and new carpeting.</p> <p>All work shall take place at Quarter's N located at the U.S. Merchant Marine Academy Kings Point, NY.</p> <p>All work shall be in accordance with the attached Statement of Work (SOW) dated 6/12/10.</p> <table border="0"> <tr> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>06/14/2010</td> <td>07/01/2010</td> </tr> </table> <p>Reference Requisition: MQP10-023</p> <p><i>CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST</i> <i>516-773-5805</i> <i>INVOICE INQUIRIES: BARBARA MARTOS 405-954-1219</i></p>	<i>Start Date</i>	<i>End Date</i>	06/14/2010	07/01/2010	1.00	JOB	5,800.000	5,800.00	
<i>Start Date</i>	<i>End Date</i>									
06/14/2010	07/01/2010									

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$5,800.00

Contract Level Funding Summary	Document Number DTMA5V10071	Title qrtrs n-new carpet	Page 4 of 4
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- - 70X175 - 0MMC201 - 07 - COQT - RS - 001000002 - 0200254 - 08 - 61006600 - - - - -

\$5,800.00

Reference Requisition: MQP10-023

DBA Kelso Rug Clnng Co

Total Funding: \$5,800.00

ATTACHMENT 1

2. GENERAL INFORMATION

- a. To ensure the safety of the Academy, its personnel and contractors, all work shall conform to all OSHA, EAP, NCAA, and Federal, State and Local Regulations.
- b. Should any of the work performed under this contract prove defective by reason of faulty workmanship or materials, within a period of one (1) year from date of final acceptance of all work, the Contractor agrees to remedy Both defects at his/her own expense within reasonable time after receiving notification of same, to the entire satisfaction of the COTR and the Contracting Officer. The Contractor shall provide a written letter of work guarantee showing effective date, time period, description of guarantee and signature of Contractor.
- c. The Contractor shall be held responsible for any damage to the surrounding areas, exercising due care and cause proper supervision by his/her representatives over the use of machinery, equipment and materials necessary to perform the work. Damage resulting from the Contractor's work must be adjusted by the Contractor at no additional cost to the Government.
- d. The Contractor will take all necessary precautions to avoid injury to persons and damage to property and equipment. Any damage caused to Academy or tenants property or equipment will be the sole responsibility of the Contractor. All damages caused by the Contractor's employees will be repaired or replaced to the satisfaction of the tenant and/or the contracting officer at no additional cost to the Government.
- e. **The Government shall not allow or permit any agent, independent Contractor or subcontractor to commence work on USMMA premises until the evidence of insurance required have been received by the Contracting Officer.**
- f. The wages to be paid employees must be in conformance with the Department of Labor Construction Wage Decision Number NY100013, Modification Number 2, dated April 23, 2010. The determined wage rates are minimum rates and fringe benefits required to be paid pursuant to the Davis Bacon Act (see Attachment 1).
- g. All debris is to be removed from Academy premises and area is to be left in a neat, clean and workmanlike manner.
- h. Contractor's employees will visibly display a Contractor's furnished ID badge or card which shall include, at a minimum, the person's name, Contractor's Name and the individual's trade classification.

3. FINAL INSPECTION AND ACCEPTANCE

Upon completion of all work required, the Contractor shall request final inspection from the Planner/Estimator. If the work is acceptable, payment will be made. If the work is not acceptable to the M&R Representative. The Contractor will be furnished a list of items which must be made acceptable. The Contractor shall again request final inspection after the completion of the unacceptable items. If the work inspected is found to comply fully with the requirements of the contract, it shall be accepted by the Contracting Officer and final payment made in accordance with the terms and conditions of the contract.

4. INSURANCE REQUIREMENTS

The Contractor shall provide and maintain at his/her expense during the contract period the following insurance coverage:

a. **Public Liability (Including Automobile) and Property Damage**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from the performance of the contract, within the following limits: not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

b. **Contractor's Protective Liability and Property Damage:**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from operations or subcontractors under this contract, in limit of not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

c. **Workmen's Compensation:** As required by State or Commonwealth Laws.

- (1) The Contractor shall promptly furnish to the Contracting Officer written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. The Contractor shall promptly furnish to the Contracting Officer, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.
- (2) Each insurance policy shall include the following provisions: **"It is a condition of this policy that the insurer shall furnish written notice to the Maritime Administration, in-care-of the Contracting Officer, thirty (30) days in advance of any reduction in or cancellation of this policy."** The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

d. Liability to Third Person:

The Contractor shall be responsible for and hold the Government harmless for all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the Contractor, its officers, agents, or employees in the performance of work under this contract.

5. VEHICLE REGISTRATION AND OPERATION

- a. No private vehicles owned and/or used by personnel working for the Contractor shall park in areas reserved for the Academy's faculty and staff. These areas are the striped parking designations throughout the Academy. Contractor's personnel may park along village streets as authorized by posted signs. Delivery vehicles unloading both materials and equipment will be allowed to make their deliveries to their respective job sites throughout the Academy.
- b. Privately owned and Contractor owned vehicles operating on Academy grounds must be registered at the Academy's Security Office immediately upon first arrival.
- c. Privately owned and Contractor owned vehicles operating at the Academy are required to display a valid mechanical safety inspection sticker. If the state in which the vehicle is licensed or registered does not require a mechanical safety inspection, the requirements of the State of New York in the respect will govern.
- d. All vehicles are subject to the traffic and parking regulations of the installation.
- e. Personnel in the employ of the Contractor shall, in the operation of motor vehicles, possess a valid state driver's license, current registration and insurance certificate..
- f. Academy Security Personnel will strictly enforce the above regulations.

6. ENVIRONMENT AND OCCUPATIONAL SAFETY

- a. Contractors are required to submit hazardous Material Safety Data Sheets (MSDS) whenever the supplies being acquired are identified as hazardous materials.
- b. Contractor shall be in possession of all licenses and permits required by Federal, State local laws to perform hazardous substance(s) removal or disposal services.
- c. Contractor shall report to the Contracting Officer any accident or fire occurring at the Site of the work which causes: (1) a fatality; (2) loss workday on the part of any employee of the contractor; (3) damage of \$1000 or more to contractor owned or leases Motor vehicles; (4) and/or damage for which a contract time extension may be requested.

ATTACHMENT 2

1. FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effort 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) :

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1 (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-6	DAVIS BACON ACT (JUL 2005)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-12	CONTRACT TERMINATION - DEBARMENT (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MARCH 2007)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (SEPT 2006)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE 1) (JAN 1997)
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)
52.223.5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products
52.225.9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (FEB 2009)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-1	PAYMENTS (APR 1984)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- 52.232-8 DISCOUNT FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (OCT 2008)
- 52.232-25 PROMPT PAYMENTS (OCT 2008)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
- 52.232.33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- 52.233-1 DISPUTES (JUL 2002)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (AUG 1987)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996))
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

TRANSPORTATION ACQUISITION REGULATIONS (48 CFR CHAPTER) CLAUSES

- 1252.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES -- APPLICABLE LICENSES AND PERMITS (DEC 1997)
- 1252.223-71 ACCIDENT AND FIRE REPORTING (MAY 2005)