

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 12/23/2009	2. CONTRACT NO. (If any)	6. SHIP TO: Hickey John			
3. ORDER NO. DTMA1V10083	4. REQUISITION/REFERENCE NO. PRBRF100008	a. NAME OF CONSIGNEE Beaumont Reserve Fleet			
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 2600 Amoco Road (MAR-616.6)		c. CITY Beaumont	e. ZIP CODE 77705-0415
7. TO: a. NAME OF CONTRACTOR		f. SHIP VIA			
b. COMPANY NAME PROSPERIE'S LAWN SERVICE AND MAINTENANCE		8. TYPE OF ORDER			
c. STREET ADDRESS 2629 8TH ST		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: 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.		<input 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 PORT NECHES	e. STATE TX	f. ZIP CODE 77651-4537		10. REQUISITIONING OFFICE Beaumont Reserve Fleet	
9. ACCOUNTING AND APPROPRIATION DATA 2010 - - X4303 - RRF - 9 - 7076 - 0 - NDA00 - 000000 - 70 - 106170 - 76 - NDA0 - 25408 - 6100 - 6600 -		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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 <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF a. INSPECTION b. ACCEPTANCE		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/29/2009	12. F.O.B. POINT Destination	
16. DISCOUNT TERMS					

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) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Christy Remington				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	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		\$9,500.04

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Barbara A. Gillum 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 12/23/2009	CONTRACT NO.	ORDER NO. DTMA1V10083
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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>Base Year - Lawn Service</p> <p>Provide Lawn Service for the Beaumont Reserve Fleet in accordance with the attached statement of work from 01/01/10 thru 12/31/10.</p> <p><i>Delivery Date Start Date End Date</i> 12/29/2009 01/01/2010 12/31/2010</p> <p>Reference Requisition: PRBRF100008</p>	12.00	MO	791.670	9,500.04	
0002	<p>Option Year 1 - Provide Lawn Services</p> <p>Provide Lawn Service for the Beaumont Reserve Fleet in accordance with the attached statement of work from 01/01/11 thru 12/31/11.</p> <p><i>Start Date End Date</i> 01/01/2011 12/31/2011</p> <p>Reference Requisition: PRBRF100008</p>	0.00	MO	791.670	0.00	
OPTION YEAR						
0003	<p>Option Year 2 - Provide Lawn Services</p> <p>Provide Lawn Service for the Beaumont Reserve Fleet in accordance with the attached statement of work from 01/01/12 thru 12/31/12.</p> <p><i>Start Date End Date</i> 01/01/2012 12/31/2012</p> <p>Reference Requisition: PRBRF100008</p> <p><i>Option year one (1) and Option year two (2) will be funded at the time of the option year, if the option is exercised</i></p>	0.00	MO	823.330	0.00	
OPTION YEAR						

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$9,500.04

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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
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.212-02	Evaluation - Commercial Items	January 1999
52.212-03	Offeror Representations and Certifications - Commercial Items	August 2009
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	September 2009

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Lawn Care and Landscaping

STATEMENT OF WORK

Contractor shall provide all necessary labor, materials, equipment, and supervision to maintain lawns and grounds at Beaumont Reserve Fleet as follows:

Objective: Healthy, well-maintained lawn and grounds creating a positive first impression.

Scope: The contractor and workers shall be able to speak and understand English. All workers shall have valid citizenship or eligibility to work within the United States of all necessary supplies, labor, and tools as well as all mowing and transportation equipment required to perform the services as described.

Part 1 - General 1.1 Description: Provide all labor, materials, supervisors, and equipment necessary to maintain lawns and grounds as per this Scope of Work and attached maintenance schedule.

1.2 Location of Work: All work is to be completed at the following facility,

Hwy 347 and around dumpster pad.

1.5 Inspection and Acceptance: Grounds will be inspected after each job completion. Contractor will be inform if any discrepancies. The contractor is required to resolve any discrepancies in a timely manner.

1.6 Conduct of Employees: The contractor shall be responsible for the conduct of their employees while they are on government property. The contractor shall maintain satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking corrective action with employees as may be necessary when discrepancies occur.

1.7 Safety: All personnel operating mechanized equipment shall be fully qualified to operate the equipment they will be using. All equipment operators shall wear safety protection equipment as recommended by the equipment manufacturer and as required by OSHA.

Part II - Execution

2.1 Mowing: All lawn within the area shall be cut to a height of 4 inches. It should be noted that certain area of dense grass may require more than one (1) mower pass to meet the quality standards set fort herein for each mowing cycle. For this Scope of Work, the heavy growing season shall be considered from April through September 30.

2.2 Weed Eating: The contractor shall weed eat around all shrubs, flower beds, trees, enclosures, buildings, fence lines, and all areas that are not accessible to mowing equipment and weed eat inside and around scrap yard.

2.3 Edging: The contactor shall edge all walks, drives, and curbing leaving a clean smooth edge.

2.4 Trimming and Pruning: The contractor shall trim all hedges to maintain a neat uniform appearance.

2.5 Cleanup: The contractor shall rake all leaves and pine straw, pick up litter in parking lot and inside fence area remove all clippings and dirt from all streets, drives and walks, use grass catcher, mulching mowers or otherwise pickup, remove

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and dispose of all accumulations of grass clipping on all lawns.

2.6 De-Weed: The contractor shall remove all grass out of the seams and cracks in sidewalk, curbs and parking lot.

2.7 Pesticide: The contractor shall apply pesticide to ant hills to rid grounds of ants.

2.8 Fertilization: The contractor shall apply fertilizer to lawn two (2) times a year within a Twelve (12) month period.

Period of Performance: The period of performance shall be from the effective date of January 2010 through December 2010.

Service Performance:	January	1 Cut	July	4 Cuts
	February	2 Cuts	August	4 Cuts
	March	2 Cuts	September	4 Cuts
	April	4 Cuts	October	2 Cuts
	May	4 Cuts	November	2 Cuts
	June	4 Cuts	December	1 Cut

Option year 1 period of Performance:

Period of Performance: The period of performance shall be from the effective date of January 2011 through December 2011.

Option year 2 period of Performance:

Period of Performance: The period of performance shall be from the effective date of January 2012 through December 2012.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 WAGE DETERMINATION

Wage Determination No.: 2005-2505

Revision No.: 10

Date Of Revision: 10/29/2009 is in effect and to be used for this service.

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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
52.202-01	Definitions	July 2004
52.217-08	Option To Extend Services	November 1999
52.217-09	Option to Extend the Term of the Contract	March 2000

I.2 52.228-05 INSURANCE - WORK ON A GOVERNMENT INSTALLATION JANUARY 1997

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) for such period as the laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.3 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://acquisition.gov/far/current/html/FARTOCP52.html>