

ORDER FOR SUPPLIES OR SERVICES

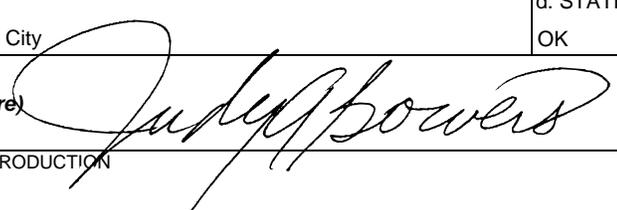
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/14/2011		2. CONTRACT NO. (If any) DTMA1A07001		6. SHIP TO: Howard Weiner		
3. ORDER NO. BPC11000009		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY		
5. ISSUING OFFICE (Address correspondence to) DOT/MARITIME ADMINISTRATION 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590				b. STREET ADDRESS Department of Information Technology (DOIT)		
7. TO:		c. CITY Kings Point		d. STATE NY	e. ZIP CODE 11024-1699	
a. NAME OF CONTRACTOR Greg Baker				f. SHIP VIA		
b. COMPANY NAME ABBTECH Staffing Services, Inc.				8. TYPE OF ORDER		
c. STREET ADDRESS P. O. Box 20098				<input 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 Washington		e. STATE DC	f. ZIP CODE 20041-2098			
9. ACCOUNTING AND APPROPRIATION DATA 2011 - - 701117 - 50MA - - 11NP - 00 - 0001 0000 - 53000 - - - 25 - 215 - 6100 - 6600 - -				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-380		
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 <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					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					

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		\$51,302.40	

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Judy A. Bowers TITLE: CONTRACTING/ORDERING OFFICER				
---	--	--	---	--	--	--	--

Line Item Summary	Document Number BPC11000009	Title Temp Educational Specialist	Page 2 of 2
--------------------------	---------------------------------------	---	-----------------------

Total Funding: \$51,302.40

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011	701117	50MA		11NP	00	0001 0000	53000			25	215

Division 6100	Closed FYs 6600	Cancelled Fund
-------------------------	---------------------------	-----------------------

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	--------------------------	----------	---------------	------------	------------------------------------

0001	Temp Educational Specialist		1.00	LOT	\$51,302.400	\$ 51,302.40
------	-----------------------------	--	------	-----	--------------	--------------

(04/19/2011 to 10/12/2011)

Temp Educational Specialist for the US Merchant Marine Academy, at \$52.85 per hour, totalling 1040 hours

Funding Information:

2011 - - 701117 - 50MA - - 11NP - 00 - 0001 0000 - 53000 - - - 25 -
215 - 6100 - 6600 - - -
\$51,302.40

Total Cost: \$51,302.40

TABLE OF CONTENTS

COMMERCIAL CLAUSES

- 1 Clauses By Reference
- 2 Small Business Program Representations
- 3 Statement of Equivalent Rates for Federal Hires
- 4 AGENCY PROTESTS

SECTION I -- Contract Clauses

- I.1 Availability of Funds for the Next Fiscal Year

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
52.213-02	Invoices	April 1984
52.213-03	Notice to Supplier	April 1984
52.217-08	Option to Extend Services	November 1999
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-41	Service Contract Act of 1965	November 2007
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-16	Progress Payments	August 2010
52.232-18	Availability of Funds	April 1984
52.232-25	Prompt Payment	October 2008
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
52.247-29	F.o.b. Origin	February 2006
52.247-34	F.o.b. Destination	November 1991
52.247-35	F.o.b. Destination, Within Consignee's Premises	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

2 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(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.

(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--

(i) Be punished by imposition of fine, imprisonment, or both;

(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)).

(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.

SECTION I -- CONTRACT CLAUSES

I.1 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL
YEAR

APRIL 1984

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.