

**ORDER FOR SUPPLIES OR SERVICES**

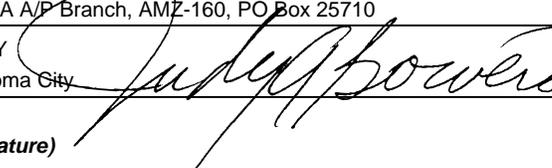
**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 06/30/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Annmarie Girani		
3. ORDER NO. DTMA1V10345		4. REQUISITION/REFERENCE NO. PRMMA100319		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  Kings Point NY 11024-1699				b. STREET ADDRESS Dept. of Marine Transportation Bowditch Hall-4th Floor		
		c. CITY Kings Point		d. STATE NY	e. ZIP CODE 11024-1699	
7. TO: a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME SP Holt Corporation				8. TYPE OF ORDER		
c. STREET ADDRESS DBA Shaw and Tenney, 20 Water Street,				<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 Orono		e. STATE ME	f. ZIP CODE 04473			
9. ACCOUNTING AND APPROPRIATION DATA - 7010 - 1750MA - 2010 - - 1INP - - 000002 - 0000 - - 530100 - - - 26870 - 6100 - 6600 -				10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input 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					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) 07/30/2010		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)
<b>SEE LINE ITEM DETAIL</b>						

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: Justin Breeden						
	a. NAME USMMA A/P Branch, AMZ-160						
	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		\$9,711.72		

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Judy A. Bowers 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 06/30/2010	CONTRACT NO.	ORDER NO. DTMA1V10345
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<i>Commitment# DECK10-052</i>					
0001	CUSTOM OAR-MONOMOY LIFEBOAT- 144" Spruce Oars - 93/4" x 1-1/2" Grip 2-3/4" to 2-1/4" tapered Shaft 5/8" x 5-1/4" x 41" blade Sealed Ready for varnish  <i>Delivery Date</i> 07/30/2010	22.00	EA	396.000	8,712.00	
0002	Reference Requisition: PRMMA100319 Custom Oar -Monomoy Lifeboat- 16' Steering oar-Sealed Ready for varnish 3 503.00 1,509.00T  Military Discount -10%	3.00	EA	503.000	1,509.00	
0003	Reference Requisition: PRMMA100319 Shipping Shipping - Common Carrier  Military Discount - 10%	1.00	EA	512.820	512.82	
0004	Reference Requisition: PRMMA100319 Military Discount Shipping	1.00	LOT	-150.900	-150.90	
0005	Military Discount 10% on Custom Oar, CLIN 0002	1.00	LOT	-871.200	-871.20	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$9,711.72

<b>Contract Level Funding Summary</b>	<b>Document Number</b>	<b>Title</b>	<b>Page</b>
- 7010 - 1750MA - 2010 - - 1INP - - 000002 - 0000 - - 530100 - - - 26870 - 6100 - 6600 - \$9,711.72	DTMA1V10345	CUSTOM OARS	4 of 9
Reference Requisition: PRMMA100319			
<b>Total Funding: \$9,711.72</b>			

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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
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	April 2010
52.213-02	Invoices	April 1984
52.213-03	Notice to Supplier	April 1984
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-16	Progress Payments	July 2009
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
52.246-01	Contractor Inspection Requirements	April 1984
52.246-16	Responsibility for Supplies	April 1984
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.

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(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.

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(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;
- (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.

3 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)).

(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.

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