

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 08/12/2010		2. CONTRACT NO. (If any)		6. SHIP TO: George Prussack		
3. ORDER NO. DTMA1V10443		4. REQUISITION/REFERENCE NO. PRMMA100419		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				b. STREET ADDRESS Dept. of Engineering Resources DPW Building		
Washington DC		20590		c. CITY Kings Point	d. STATE NY	e. ZIP CODE 11024-1699
7. TO: a. NAME OF CONTRACTOR <b>David I Rosenberg</b>				f. SHIP VIA		
b. COMPANY NAME <b>Iron Eagle Environmental Services</b>				8. TYPE OF ORDER		
c. STREET ADDRESS <b>DBA Iron Eagle Environmental Servi,3401 Merrick Rd, Ste 2</b>				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<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 <b>Wantagh</b>		e. STATE <b>NY</b>	f. ZIP CODE <b>11793-4330</b>	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 2010 - 70 - X1750C - IP1CIP0 - 04 - P070 - 00 - 014600 - - - - - 32010 - 1720 - 6000 -				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 <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)
	<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)
	21. MAIL INVOICE TO: Leah MacHugh				
	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		17(i) GRAND TOTAL \$92,100.00

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)  
Judy A. Bowers  
TITLE: CONTRACTING/ORDERING OFFICER



**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 08/12/2010	CONTRACT NO.	ORDER NO. DTMA1V10443
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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 CIP10-028</i></p> <p>Generators Emergency Preparedness - Generators for Furuseth Hall Design Build services and installation of the Emergency Power System, serving Furuseth Hall The contractor will provide all required labor, material, tools and equipment to design, build and install the new emergency power system All work shall be in accordance with the attached statement of work <i>End Date</i> 09/30/2010 Reference Requisition: PRMMA100419</p>	1.00	JOB	87,000.000	87,000.00	
0002	<p>Annuciator Panel Remote Annuciator Panel</p>	1.00	EA	2,900.000	2,900.00	
0003	<p>Warrenty 5-year Warrenty</p>	1.00	EA	2,200.000	2,200.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$92,100.00

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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
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.212-04 Alt I	Contract Terms and Conditions--Commercial Items (Oct 2008) - Alternate I	October 2008
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
52.217-08	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
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
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	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
52.245-02	Government Property Installation Operation Services	June 2007
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 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUARY 2000  
 ALT I IMPLEMENT STATUTES OR EXECUTIVE ORDERS -  
 COMMERCIAL ITEMS (MAY 2009) - ALTERNATE I

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)\_\_\_ Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- \_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### 3      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.

4      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>

5      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.

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(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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**SECTION C -- DESCRIPTIONS AND SPECIFICATIONS**

**C.1 STATEMENT OF WORK**

**UNITED STATES MERCHANT MARINE ACADEMY  
KINGS POINT, NEW YORK**

**STATEMENT-OF-WORK**

DESIGN BUILD AND INSTALLATION OF A NEW 60 KW,120/208 VOLT, 3 PHASE, NATURAL GAS FIRED EMERGENCY GENERATOR SYSTEM

**SECTION 1 - INTRODUCTION**

1.1 The Statement Of Work describes the services of the Contractor and his Sub-Contractors (hereafter referred to as the Contractor ) for the installation of a New 60 KW Natural Gas Fired Emergency Generator System, at Furuseth Hall, on the campus of the US Merchant Marine Academy, (USMMA) Kings Point, New York (hereafter referred to as the Academy or Government)

1.2 The Academy is in operation 365 days a year, 24 hours a day, and must continue in operation during all phases of design and construction. The hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday excluding Federal Holidays.

**SECTION 2 - PURPOSE**

2.1 The primary purpose is to accomplish, the following:

- a. Design, build, and Install an operating 60 kw emergency generator system at Furuseth Hall.
- b. Design & Construction shall be in accordance with all local, state and federal regulations and building codes as applicable and subject to the terms and conditions of the Contract.
- c. The Contractor shall visit the Academy, review existing conditions, conduct a survey and measurement of electrical loads, and evaluate the needs of the existing electrical system to provide an operating complete turn key installation. A design proposal and schedule shall be submitted to the Academy for approval before work shall commence.

**SECTION 3 - SCOPE**

3.1 The Contractor shall Design and Install the latest state of the art 60 kw Natural Gas Fired Emergency Generator System available.

3.2 Furnish all labor, materials, tools, transportation, supervision, testing, and equipment required to Install a New Emergency Generator System.

3.3 Furnish all electrical wiring, conduit, junction boxes, and other materials necessary to connect/terminate the New Emergency Generator to the existing electrical system. The Contractor shall provide and connect a temporary mobile generator at least 50KW that can handle electrical demands during an outage while Construction is in progress.

3.4 Contractor shall provide all electrical equipment, wire, and terminations necessary to up-grade the existing connected load to match the New Emergency Generator System.

3.5 Contractor shall provide, install and terminate all low voltage wire and control/communication cable and all equipment associated with it.

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3.6 Contractor shall provide all concrete slabs(if required), paving, fencing, gates, bollards, and all necessary gas piping and associated equipment.

3.7 The New Emergency Generator System shall consist of: A system that will provide the latest state of the art Emergency Generator, Sound-attenuated, level III weather-protective enclosure, Electrical Transfer Equipment, Limitation Controls Equipment, and an Electrical Distribution System that is expandable.

3.8 The system also must have the flexibility to accommodate USMMA's present needs and to be upgraded easily if required.

3.9 A lockable rolling gate, shall be supplied and installed by the contractor. The gate shall be approximately 6 foot high by 16 feet long and conform to ASTM F 1083, 1043 & A668, 9 gage 2 inch diamond mesh with 11 gage galvanized steel wire ties.

3.10 The Contractor shall provide a one year warranty when the system has as been in operation and accepted by USMMA.

3.11 On-site personnel training for the operation of the New Emergency Generator System shall be included.

#### **SECTION 4 - SPECIAL CONDITIONIONS**

4.1 No work shall be performed until a bar chart schedule of work to be performed is submitted and approved by the Academy.

4.2 No extra compensation shall be allowed for a Contractor who does not attend an on site visit, and does not fully appreciate the difficulty of the contract specifications. Any discrepancies or changes in the contract or specifications must be verified and confirmed in writing by the Contracting Officer.

4.3 All permits shall be applied for and received by the Contractor at the Contractor's expense.

4.4 Contractor shall offer as an option an Extended Warranty or Service Contract for periods of two (2) to five (5) years.

4.5 At the end of the project the Contractor shall furnish the Government one (1) set of 4 mil mylar AS-BUILT drawings, one (1) CD of drawings in AUTOCAD and six (6) sets of O&M Manuals.

#### **SECTION 5 - GENERAL**

5.1 All work shall be done by mechanics skilled in the type of work involved. All existing work or facilities damaged by the Contractor's operations shall be repaired or replaced by the Contractor at no cost to the Government. Prior to the performance of any work a pre-construction meeting may be held at the Merchant Marine Academy, Kings Point, NY 11024. The Contractor shall have a representative attend who has the authority to sign contractual documents.

#### **SECTION 6 - DISPOSITION OF MATERIALS**

6.1 Unsalvageable materials shall be removed by the Contractor and deposited in accordance with applicable local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulations will apply. Salvageable materials resulting from this contract shall remain the property of the Government, and shall be removed from the work site by the Contractor and stored as directed by the Government.

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6.2 The present 50KW Diesel generator will be moved by the Contractor to a storage area at the Academy and any salvageable diesel fuel will be drained by the Contractor and transferred to other Generators at the Academy.

6.3 The secondary containment surrounding the present Generator shall be removed and disposed of by the Contractor.

**SECTION 7 - SCHEDULE OF OPERATIONS**

7.1 The Contractor shall submit a schedule of proposed operations to the Contracting Officer for approval. Such schedule shall be subject to change so that the Contractor's work does not conflict with or otherwise disrupt normal operations of the Government.

**SECTION 8 - NORMAL WORKING HOURS**

8.1 Normal working hours are 0800 to 1700 hours Monday through Friday excluding Federal holidays. All work shall be performed during these hours, unless otherwise approved by the Contracting Officer. The Contractor may be required to reimburse the Government for the cost of inspecting work performed outside of normal working hours. No work shall be performed during graduation and homecoming.

**SECTION - CLEAN-UP**

9.1 The Contractor shall clean up all debris and discard materials resulting from his operations at the end of each workday. Materials shall be disposed of off base in accordance with local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulation will apply. Open burning of scrap or unsalvageable materials are forbidden.

**SECTION 10 - PROJECT ACCESS**

10.1 The Contractor shall be responsible to maintain access to the job site at all times under all normal seasonal weather conditions, at no additional cost to the government.

**SECTION 11 - UTILITIES**

11.1 Existing utilities will be available to the Contractor for his use. Any extension of or connections to the above utilities and their restoration to original condition and removal of extension and connections will be at the expense of the Contractor. The above utilities will be provided at no cost, as needed to perform this contract. All connections to existing utilities shall be coordinated with the (COTR), Contracting Officer's Technical Representative.

11.2 Contractor shall obtain digging permits prior to start of excavation by contracting the Contracting Officer 15 calendar days in advance. Contractor shall scan the construction site with electronic equipment and mark the surface of the ground where existing underground utilities are discovered. Contractor shall notify the Contracting Officer at least 48 hours prior to starting excavating work.

**SECTION 12 - MATERIALS USED**

12.1 Unless otherwise specified, all materials used for this contract shall be new and unused.

**SECTION 13 -- OSHA**

13.1 All work and materials called for in the specifications and drawings will conform with the applicable OSHA standards.

**SECTION 14 - CONTRACTOR'S REPRESENTATIVE**

14.1 A competent foreman or superintendent with authority to act on behalf of the Contractor, must be present at the job site all times that work is going on. The name of the foreman or superintendent will be furnished in writing to the Contracting Officer.

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## **SECTION 15 - SUBMITTALS**

15.1 Submittals shall be provided as required by the specification and contract. Failure to furnish submittals could result in a work stoppage and in addition, materials furnished and/or installed may not meet the specifications and may be rejected by the Contracting officer or COTR.

- a. Manufacturer's catalog cuts of all materials and supplies used shall be submitted for approval.

## **SECTION 16 - FIRE PREVENTION**

16.1 The Contractor shall comply with the most current editions of the National Fire Codes, Installation fire prevention standards, USMMA Safety regulations and all OSHA Standards. All open flame/hot work or disconnection of fire protection alarms or suppression systems require prior approval of the COTR, Engineering Resources Department, (516) 773-5260

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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>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-07	Central Contractor Registration	April 2008
52.219-03	Notice of Total HUBZone Set-Aside	January 1999
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	July 2005
52.219-09	Small Business Subcontracting Plan	April 2008
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	October 2008
52.225-01	Buy American Act - Supplies	February 2009
52.225-05	Trade Agreements	August 2009
52.225-08	Duty- Free Entry	February 2000
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.225-14	Inconsistency Between English Version and Translation of Contract	February 2000
52.232-30	Installment Payments for Commercial Items	October 1995
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.239-01	Privacy or Security Safeguards	August 1996

**I.2 52.216-23 EXECUTION AND COMMENCEMENT OF WORK APRIL 1984**

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than \_\_\_\_\_ [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

**I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

**I.4 52.216-25 CONTRACT DEFINITIZATION OCTOBER 1997**

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(a) A \_\_\_\_\_ [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a \_\_\_\_\_ [insert specific type of proposal; e.g., fixed-price or cost-and-fee] proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

I.5      52.219-27      NOTICE OF TOTAL SERVICE-DISABLED VETERAN-      MAY 2004  
OWNED SMALL BUSINESS SET-ASIDE

(a) Definition. "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).

(b) General.

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(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

I.6 52.232-29 TERMS FOR FINANCING OF PURCHASES OF  
COMMERCIAL ITEMS

FEBRUARY 2002

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at

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any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall--

(i) excuse the Contractor from performance of obligations under this contract; or

(ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.