

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR600050021

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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 01/07/2005 4. ORDER NUMBER 5. SOLICITATION NUMBER DTMA1Q05006 6. SOLICITATION ISSUE DATE 01/07/2005

7. FOR SOLICITATION INFORMATION CALL: a. NAME Richard Sallee b. TELEPHONE NUMBER (No collect calls) (202) 366-5757 ext. 8. OFFER DUE DATE/ 12/31/2005 LOCAL TIME 4:00 pm

9. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590 TEL: (202) 366-5757 ext. FAX: (202) 366-3889 ext. CODE 00091

10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: 0.00% FOR SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) NAICS: 488330 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %

15. DELIVER TO DOT/Maritime Administration, MAR-610 400 Seventh Street, SW., Room 2122 Washington, DC 20590 Attn: Shaun Ireland CODE HQ610

16. ADMINISTERED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590 CODE 00091

17a. CONTRACTOR/OFFEROR No Contractor Information Available CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY DOT/Maritime Administration, MAR-330 400 Seventh Street, SW., Room 7325 Washington, DC 20590 CODE HQ333

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Benedict J. Burnowski 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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This is a place marker Request for Quotation to establish a pool of standing quotations that will be used for making ship disposal awards. No awards will be made under this RFQ.

0001	FY05 Ship Disposal		7,500.00	Tons	\$ _____	\$ _____
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(01/07/2005 to 12/31/2005)

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COMMERCIAL CLAUSES

1 PROCUREMENT SUMMARY AND INTRODUCTION

Notice of the U.S. Maritime Administration's (MARAD) Intent to Use Standing Quotations to Make Ship Disposal Awards

Legislative authority requires MARAD to dispose of its obsolete ships through the use of qualified facilities selected on a best value basis without any predisposition toward foreign or domestic facilities. MARAD intends to replace the previously issued Program Research and Development Announcement (PRDA) with the use of the 'Standing Quotations'. Absent notification to the contrary, all prior PRDA proposals and amendments will be closed out and will not be considered for future awards. The simplified acquisition process authorized in Federal Acquisition Regulations (FAR) Part 13 provides, in FAR 13.103, for the use of standing quotations, a competitive process that will facilitate the disposal of MARAD's obsolete vessels through dismantlement. Use of simplified acquisition procedures for these commercial services is authorized under FAR 13.5, Test Program for Certain Commercial Items, therefore no contract awarded under the standing quotation process will exceed \$5,000,000. This RFQ will be used to award contracts for ship dismantlement during the period between posting of the RFQ through December 31, 2005.

MARAD's obsolete vessels are principally located in three reserve fleet locations, the James River Reserve Fleet, (JRRF), Ft. Eustis, VA, (JRRF), Suisan Bay Reserve Fleet, (SBRF), Benicia, CA (SBRF) and Beaumont Reserve Fleet, Beaumont TX. A list of obsolete vessels available for disposal, including those designated as high priority vessels, is located in the library of MARAD's VOA website, <http://voa.marad.dot.gov>. As awards are made this list will be periodically updated.

It is MARAD's intent to establish a pool of vendors from whom vessel-specific dismantlement pricing can be requested. Through this Request for Quotation (RFQ) MARAD will evaluate all the quotations it receives and, from those that are found to be technically acceptable, will create a pool of standing quotations. MARAD will use these standing quotations to make its contract awards for ship disposal in the period between the posting of the RFQ through December 31, 2005. The pool will remain open for vendors to submit quotations throughout the year in response to the RFQ.

A standing quotation shall consist of a technical proposal, including a Technical Compliance Plan (TCP) and a generic dollar per ton price quotation based on an average sized MARAD vessel of approximately 7500 tons. MARAD will only accept quotations submitted through MARAD's VOA website. For Technical Compliance Plan (TCP), towing, bonding, and insurance requirements see MARAD's VOA web-site library. The generic dollar per ton price quotation shall be a notional value during the evaluation of the technical proposals and establishment of the pool of standing quotations. The notional price per ton will not be used for technical or price evaluations and will be superceded when MARAD requests pricing for specific vessels after establishment of the pool of standing quotations.

When the program office identifies specific vessel(s) for dismantlement, MARAD will solicit firm-fixed price, vessel-specific revised price quotations from the pool of vendors with technically acceptable standing quotations. Awards will be made on the basis of best value to the Government and in accordance with the Evaluation Criteria clause set forth in this RFQ. Awards will be dependent upon the availability of the vessel and availability of funding.

MARAD will post a list of obsolete ships to be used as a guide by the offerors however, not all vessels may be available for award and the list is subject to revision based on the changing condition of the vessels and contract awards. All of MARAD's obsolete vessels are subject to the requirements of the National Historic Preservation Act. MARAD's obsolete vessels are undergoing a historic assessment process to determine if they possess historic value and are eligible for placement on the National Register. Not all of MARAD's obsolete ships have completed the historic assessment.

2 EVALUATION AND SELECTION PROCEDURES

Procedures for Using Standing Quotations
To Award Ship Disposal Contracts

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Federal Acquisition Regulation (FAR) 13.103 states "Authorized individuals do not have to obtain individual quotations for each purchase. Standing price quotations may be used if-

- (a) The pricing information is current; and
- (b) The Government obtains the benefit of maximum discounts before award."

The following outlines how MARAD will create a pool of Standing Quotations, add to the pool and select awardees from the pool.

Pool of Standing Quotations

1. MARAD issues RFQ DTMA1Q05006 requesting standing quotations for MARAD ship disposal contracts.
2. Vendors may submit a new quotation, including technical proposal, at any time from the date the RFQ is posted until six weeks prior to December 31, 2005.
3. MARAD will continuously evaluate proposals. Taking into consideration its workload at the time, MARAD will try to evaluate quotations as they are received. In any six-week period starting from the RFQ posting date, domestic vendors may expect an initial evaluation of their quotation within six-weeks from the date the quotation is submitted. The evaluation period for quotations involving vessel exports will be determined on a case by case basis.
4. Based on the criteria set forth in this RFQ, MARAD will evaluate each proposal to determine whether it is either technically acceptable, technically unacceptable but susceptible to being made technically acceptable or technically unacceptable.
5. MARAD shall advise the vendor of its evaluation results.
 - (a) Technically unacceptable proposals - These proposals will receive no further consideration from MARAD.
 - (b) Technical proposals which are unacceptable but susceptible to being made technically acceptable - MARAD will initiate discussions on these proposals to determine whether or not they can be made technically acceptable.
 - (c) Technically acceptable proposals - These proposals will be included in the pool of Standing Quotations and allowed to submit revised price quotations for the disposal of specific obsolete vessels when requested by MARAD. These offerors will be asked to submit completed Representation and Certifications (FAR clause 52.212-03)

Use of Standing Quotations to Select Awardees

1. MARAD selects ship(s) for dismantling (generally MARAD shall dispose of its high priority vessel first).
2. MARAD requests revised price quotations, schedule data and technical compliance plan updates from vendors in the pool of standing quotations.
3. Vendors submit revised price quotation including maximum discounts and economies of scale as applicable along with their proposed scheduling data, taking into account all existing and planned work in their facility during the proposed timeframe, and updates to their technical compliance plan that provides new data to their original TCP submittal or provides processes and methodology updates specific to their proposed offer.
4. MARAD evaluates the revised price quotations, schedule data and technical compliance plan updates in accordance with the Evaluation Criteria to identify the quote or quotes that represents apparent best value to the Government.
5. MARAD may negotiate with the vendor(s) that represent apparent best value to the Government.
6. MARAD makes award to the selected vendor(s).

3 EVALUATION CRITERIA

Evaluation Criteria for Specific Awards

The evaluation criteria for award are as follows:

1. A technically acceptable proposal (only technically acceptable proposals are included in the pool of standing quotations);
2. Performance Schedule and the Vendor's available capacity;
3. Revised Price Quotation including any discounts or economies of scale
4. Past Performance

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A technically acceptable proposal will demonstrate that the Vendor has the capability and facilities to dispose of MARAD's obsolete vessel(s) in and environmentally sound manner that satisfactorily takes into account worker health and safety. MARAD will use the following criteria to evaluate the technical acceptability of the proposals submitted:

1. Feasibility and likelihood of success of engineering/technical/management approach for the disposal of obsolete vessels identified in and the risks associated with the proposed approach;
2. Productivity of the proposed approach(s) including schedule/cost assessments;
3. Type and sufficiency of proposed methods, processes and procedures for environmental abatement of hazardous materials, worker safety and health considerations proposed and compliance with applicable laws;
4. Depth, relevance and currency of requisite experience with the complete disposal of obsolete vessels;
5. Vendor imposed contingencies, conditions and constraints, and statutory constraints and impediments.

4 EVALUATION INSTRUCTIONS - TECHNICAL

Technical proposals

Proposed quotations must address the following as a minimum:

1. Vendor's company, management structure, human resources and location/capability of facilities proposed;
2. Effective and efficient engineering/technical/production/management approaches for the disposal of obsolete vessels identified;
3. Environmental and worker safety/health considerations associated with the disposal of obsolete vessels and the abatement of hazardous materials;
4. Production throughput/capacity with schedule and funding/cost relationships;
5. Vendor's requisite and relevant experience with the disposal of obsolete vessels

INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

To be given evaluation consideration, submissions in response to this notice must conform to the following standards:

A. Management/Technical/engineering/production/envirtonmental/safety management approaches, inclusive of the listing below, shall not exceed 25 typewritten pages (excluding the TCP which can be submitted as an addendum to the quotation), single sided, single spaced, Arial, 12 pitch:

1. Management, resources and facilities
2. Production throughput/capacity;
3. Environmental considerations
4. Worker safety and health considerations
5. Hazardous abatement considerations
6. Requisite and relevant experience

B. A Technical Compliance Plan shall be included with each proposal submitted and prepared in accordance with the instructions found in the library of the VOA FY 2005 Standing Quotations announcement located at the MARAD web-site, www.marad.dot.gov.

5 EVALUATION INSTRUCTIONS - PRICE

Initial Price Quotation

Initial price quotations shall be a generic dollar per ton price quotation. The generic dollar per ton price quotation shall be a notional value during the evaluation of the technical proposals and establishment of the pool of standing quotations. The notional price per ton will not be used for technical or price evaluations and will be superceded when MARAD requests pricing for specific vessels after establishment of the pool of standing quotations.

Price Revision to a Standing Quotation

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A. Upon request by MARAD for vessel specific pricing the offeror shall submit a total firm-fixed price to dispose of the obsolete vessel(s) named by MARAD. The price shall be based on the AS IS condition and WHERE IS location of the vessel(s) at its current mooring. MARAD makes no guarantees or warranties regarding the condition of any obsolete vessel and does not guarantee any documentation provided is current, accurate or complete in representing the current "AS IS" condition of the vessel. Pricing shall be submitted for each ship with discounts included in the total dollar figure. The total dollar figure shall be inclusive for all activities necessary to administer, prepare, test, survey, tow, remediate (all hazardous materials), and dismantle/recycle the vessel in accordance with all Federal State and local laws and regulations.

B. Pricing - Prices should be broken down in sufficient detail to show all anticipated costs associated with the complete dismantlement of the vessel(s), including survey, towing preparations, towing, insurance, bonding, labor, permits and licenses, hazardous material remediation, material recycling and reporting costs. As scrap sale proceeds will belong to the vendor pricing should also indicate the anticipated value of recyclable materials and the basis for determining that value. The pricing proposal shall not exceed 3 typewritten pages, single sided, single spaced, Arial and 12 pitch.

6 NOTICE FOR QUOTATIONS INVOLVING THE EXPORT OF VESSLS

Please note, quotation submissions that involve the export of vessels for dismantling/recycling are subject to the provisions of the Toxic Substances Control Act (TSCA), which prohibits the export of materials containing polychlorinated biphenyls (PCBs) in concentrations above regulated limits. Where identified liquid PCBs are found, they are removed from MARAD ships by MARAD prior to export. However, solid PCBs in varying quantities and concentrations may be found in some ship board components of MARAD's ships and may, if above the regulated limits, be subject to the provisions of TSCA. While an exemption from the TSCA export prohibitions may be available through an administrative rulemaking process with the Environmental Protection Agency, the process can take from several months to over a year. Each exemption may be specific to a single proposal and may be for a limited duration. Further, there is no guarantee that an exemption will be issued. In addition, MARAD is currently involved in litigation challenging an existing vessel export contract for various environmental issues concerning the export of solid PCBs. Therefore, any quotation submission that proposes the export of solid PCB's will be reviewed but may not be considered further until the pending litigation/legal challenges are resolved.

7 STATEMENT OF WORK

A generic statement of work for MARAD ship disposal contracts may be found in the MARAD VOA web-site library.

8 TOWING AND TOWING PREPARATION

The generic towing and towing preparation requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library.

9 INSURANCE

he generic insurance requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library.

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10 PAYMENT TERMS

Information on payment terms for MARAD ship disposal contracts may be found in the MARAD VOA web-site library.

11 BONDING

The generic bonding requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library.

12 FLEET VISITATIONS

Upon request by MARAD for vessel specific pricing vendors shall be provided an opportunity to visit and inspect the MARAD specified vessels.

13 REVIEW FOR SET ASIDE CONSIDERATION

This procurement is unrestricted and open to all U.S. and foreign business concerns. (Note: While MARAD is charged to consider ship disposal contracts without predisposition to foreign or domestic firms, when such an action does not conflict with its charge it will consider the use of a set aside for contracts for a ship or subset of ships. To be considered for a set-aside a vendor must first submit a proposal under the subject RFQ which has been determined to be technically acceptable.

14 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS. MAY 2004

(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).

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(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).

(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).

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___ (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).

x (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).

x (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)).

x (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.

(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.).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) 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.

15 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://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003
52.212-03	Offeror Representations And Certifications - Commercial Items.	May 2004
52.212-01	Instructions to Offerors--Commercial Items	January 2004

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