

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 52. AMENDMENT/MODIFICATION NO. 0002
3. EFFECTIVE DATE 02/28/2009
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)6. ISSUED BY CODE 00091
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W28-201
Washington, DC 20590
7. ADMINISTERED BY (If other than Item 6) CODE 00091
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W28-201
Washington, DC 20590

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

No Contractor Information Available

(X) 9A. AMENDMENT OF SOLICITATION NO.
DTMA1Q09001(X) 9B. DATED (SEE ITEM 11)
11/06/200810A. MODIFICATION OF CONTRACT/ORDER
NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this action is to incorporate FAR 52.211-11 Liquidated Damages -- Supplies, Services, or Research and Development (Sept 2000).

FAR 52.224-54, E-Verify, is hereby deleted until further guidance from the FAR Council is received.

Additionally, the US Department of Labor, Employment Standards Administration, Wage and Hour Division, on January 12, 2009 approved a conformance request under Contracts DTMA1P08033, DTMA1P08034 and DTMA1P08035 for three classes of employees involved in the performance of vessel dismantlement services in Brownsville, Cameron County, Texas. A copy of the conformance letter is attached to this amendment and is provided for information purposes only; DOL is not bound by the rates in the January 12, 2009 conformance. Until DOL formally includes these classifications in the DOL wage determination, Contractors must follow FAR 22.1019 and 52.222-41(c) for classes of service employees not included in the wage determination.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
John Desch

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. United States of America

16C. DATE SIGNED

(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

05/01/2009

Line Item Summary	Document Number DTMA1Q09001/0002	Title FY09_Thru_10_Ship Disposal	Page 2 of 5
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No Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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This RFQ is issued for the sole purpose of reviewing and evaluating technical proposals to establish a pool of standing quotations. No awards will be made under this RFQ.

No Changed Line Item Fields

Previous Total:
Modification Total:
Grand Total:

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

Clause '52.211-11 - Liquidated Damages--Supplies, Services, or Research and Development' has been added.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT SEPTEMBER 2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$600 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210



JAN 12 2009

Mr. Benedict J. Burnowski
Contracting Officer
U.S. Department of Transportation
Maritime Administration
1200 New Jersey Avenue, SE
2nd Floor, W28-201
Washington, DC 20590

Dear Mr. Burnowski:

This is in response to your letter of December 2, 2008, requesting conformance of classifications and rates not listed in Wage Determination (WD) 2005-2519 (Rev. 4), dated February 12, 2008. This WD is applicable to contract numbers DTMA1P08033, DTMA1P08034, and DTMA1P08035 for vessel dismantlement and disposal services in Brownsville, Cameron County, Texas.

The following classifications and hourly rates have been approved:

<u>Classification</u>	<u>Rate</u>
Ship Asbestos Worker	\$8.27
Ship Cutter	\$8.93
Ship Compliance Worker	\$9.56

The conformed rates are in addition to the fringe benefits and are retroactive to the commencement date of the contract.

If you have any questions, please contact this office at 202-693-0073.

Sincerely,

Sandra W. Hamlett
Chief, Branch of Service Contract
Wage Determinations