

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR300-20110012		PAGE OF 1 17		
2. CONTRACT NO. GS-02F-0077T		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-91-F-2011-000059		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Don Coonan		b. TELEPHONE NUMBER (No collect calls) 202-366-1737		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		CODE 00091	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$6.50		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE MAIL STOP W-28-201 Washington DC 20590-0001		CODE 00091	16. ADMINISTERED BY U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
17a. CONTRACTOR/ OFFEROR CENTER FOR CREATIVE LEADERSHIP INC Attn: Thomas G. Gaffney, Govt Bus. POC P.O. Box 26300 Greensboro NC 27438-6300 TELEPHONE NO. 336-286-4576		CODE 071580955	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O. BOX 25710 OKLAHOMA CITY OK 73125		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		CODE 00091
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. <input type="checkbox"/> SEE ADDENDUM		17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY AMZ-160 (US. MAI		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	MARAD 360 Review. Technical Point of Contact Jack Schreibman (202) 366-1497 Delivery: 12/31/2011 Period of Performance: 09/12/2011 to 12/31/2011 MARAD 360 Review. Human Resources Evaluation Review (360 Review) Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						7,000.00	
25. ACCOUNTING AND APPROPRIATION DATA 70111750HQ.2011.10PEDOE300.0000130001.25209.61006600					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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) Bruce Markman		31c. DATE SIGNED 09/09/2011		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: \$7,000.00. The obligation for this award is shown in box 26.				

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 _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT _____ 37. CHECK NUMBER _____
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____ 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

1. Title – MARAD Leadership Development: 360 Degree Assessment Initiative
2. General – The Maritime Administration(MARAD) believes strong leadership is the key to an engaged and motivated workforce. In support of this belief, MARAD is committed to strengthening its leadership capabilities throughout the department. 360-degree feedback is a method of systematically collecting opinions about an individual's performance from a wide range of coworkers. This could include peers, direct reports, the boss, and the boss's peers— along with people outside the organization, such as customers. The benefit of collecting data of this kind is that the person gets to see a panorama of perceptions rather than just self-perception, which affords a more complete picture. Data produced by the implementation of 360 degree assessment tools will help target areas of weakness in an effort to maximize available training resources to help drive continuous improvement.
3. Objective – The objective of this task is to implement a 360 degree assessment tool to provide feedback to leaders the Maritime Administration (MARAD) on their leadership skills and styles. Additionally, MARAD will be able to analyze the data and develop aggregate competency gaps that can be used to inform training strategies and MARADer collaboration among the Operating Administrations.
4. Specific Tasks – With the assistance team members comprised of MARAD managers, HR staff, and OA initiative leads the contractor shall perform the following:
 - a. Provide electronic (web-based) system to administer the assessment tool to 20 managers.
 - i. Provide a robust dictionary of competencies sufficient to allow for customization of competencies that best match up with MARAD's leadership competency model.
 - ii. Incorporate any open ended questions MARAD identifies.
 - b. Submit a Development Planning Guide
 - i. Identify intended audience.
 - ii. Provide guidance to participants on how to access/operate the automated tool.
 - c. Provide status updates on participation rates
 - d. Provide automated scoring for all assessments
 - e. Provide up to 5 aggregated reports.
 - f. Provide a robust norm base that includes at least 25,000 managers.
 - g. Provide an option to assess importance of competencies and/or behaviors as identified.
5. Reporting Requirements –
 - a. The contractor shall furnish a report to the COTR and the Contracting Officer that shows the labor and materials provided on a bi-weekly basis.

- b. A final report summarizing the results of assessment will be provided at the aggregate level as well as individual results for each participant shall be provided to MARAD two months after the completion of the assessment timeframe.
 - c. Reports and products generated by contractors shall not be released for publication or dissemination without the Contracting Officer's written approval following coordination with the COTR.
- 6. Qualification Requirements – Completion of this task requires the services of a senior level human capital specialist with expert knowledge of employee assessment methodology and the design and implementation of automated 360 degree assessment tools.
- 7. Selection Criteria:
 - a. Robustness of norm base
 - b. Past Work Experience with Agencies/Organizations
 - c. Ease of Use for Administrator
 - d. Quality of Tool Design
- 8. Place and Period of Performance, Work Days and Travel –
 - a. Place of Performance –MARAD U.S. Department of Transportation, 1200 New Jersey Ave. SE, Washington DC, 20590
 - b. Period of Performance – The performance period shall begin no later than one week following the award date of the contract and shall end by December 31, 2011.
 - c. Estimated Work Days – To be determined.
 - d. Estimated Travel – Travel will be limited to the Washington DC metropolitan area
- 9. Restrictions and Special Requirements – There are no known existing or potential conflicts of interest associated with this task.
- 10. Security – None required; the effort is unclassified.
- 11. Contracting Officer's Representative (COR) –

Jack Schreibman
Deputy Associate Administrator for Administration
Office of Administration
Maritime Administration
1200 New Jersey Ave. SE
Washington DC, 20590
202-366-1497

12. Alternative Contracting Officer's Representative –

Jack Schreibman
Deputy Associate Administrator for Administration
Office of Administration
Maritime Administration
1200 New Jersey Ave. SE
Washington DC, 20590
202-366-1497

13. Relevance – The work of this contract will allow MARAD to comply with CFR 250 requirements as well as meet the 2011 OMB budget submission requirements.

14. Capability Statement – MARAD HRM requires additional technical support to meet resource constraints in the face of additional pending workloads.

15. Project Materials and Government Furnished Equipment (GFE) – Work will be performed in conference rooms and cubicles when on-site at MARAD HQ. A computer, phone, desk and printer/paper will be provided.

16. Attachment – The MARAD Leadership Competency Model is attached.

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	June 2010
52.227-17	Rights in Data—Special Works	Dec 2007

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS JULY 2010

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(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) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (7) [Reserved]

___ (8)(i) 52.219-06, 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.

- ___ (9)(i) 52.219-07 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.
- ___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (11(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (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.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- _X_ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- _X_ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- _X_ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___(ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-01, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(i)52.225-03, Buy American Act-Free Trade Agreements-Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138.

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 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)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) 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 (NOV 2007) (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) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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.

(End of Clause)

3 INVOICE REQUIREMENTS

INVOICE REQUIREMENTS:

Invoices can be mailed or submitted to the following address:

U.S. Mail
MARAD, A/P Branch AMZ-150
P.O. Box 2570
Oklahoma, OK 73125

FEDEX
MARAD A/P Branch, AMZ
6500 S. MACARTHUR BLVD.
Oklahoma, City, OK 73169

In addition, all vendors will have the option to send invoices electronically. The invoices must be in PDF format. Vendors can submit electronic invoices in the following email address:

MARADInvoices@FAA.GOV

- a. Invoices shall be submitted through Electronic Invoice System (EIS) and inform MARAD of the submittal to EIS
- b. To constitute a proper invoice, the invoice must include the following information and/or documentation
 - (1) Name of the business concern (Note this name much match the name on the contract document exactly. If another name is used on the invoice such as a Doing Business As (DBA) the name on the contract document must also be listed on the invoice document). Invoices that does not contain the name on the contract will be rejected.
 - (2) Invoice date and Invoice Number
 - (3) Contract Number, or other authorization for supplies delivered or services performed
 - (4) Description price and quantity of supplies and services actual delivered or rendered
 - (5) Shipping and payment terms
 - (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (7) Other substantiating documentation or information as required by the contract.

Upon completion of the web-base system, invoices shall be available on-line. The on-line version of the invoice shall provide the ACO with the capability of approving in full or partial payments or rejecting invoices in total.

ELECTRONIC FUNS TRANSFER (EFT) PAYMENT REQUIREMENTS

FAR 52.232-33 Payment by Electronic Funds Transfer central Contractor registration (May 1999) is included in this solicitation/contract. All Contractor payments will be made by EFT unless accepted or otherwise determined by the paying office designated in the contract.

POINTS OF CONTACT

a. PROCURING CONTRACTING OFFICER (PCO)

Bruce Markman
U.S. Department of Transportation
Maritime Administration
Office of Acquisition MAR380
1200 New Jersey Avenue, S.E. - W28/201
Washington, D.C. 20590
Telephone: (202) 366-1942
E-mail Address: bruce.markman@dot.gov

b. LOCAL CONTRACT ADMINISTRATION

All Correspondence shall be directed to the Procuring Contracting Officer except as otherwise specified.

Supervisors:

Critical Competencies

Accountability

Important

Competencies

Conflict Management

Human Resource

Management

Influencing/Negotiating

Leveraging Diversity

Resilience

Service Motivation

Team Building

Performance

Management

Competencies

Building Performance

Culture

Differentiating

Performance

Facilitating Performance

Goal Setting

Performance Coaching

and Feedback

Understanding

Performance

Management Processes

and Practices

Managers:

Critical Competencies

Accountability

Human Resource

Management

Influencing/Negotiating

Leveraging Diversity

Resilience

Service Motivation

Team Building

Important

Competencies

Conflict Management

Creative

Thinking/Innovation

Financial Management

Entrepreneurship

Technology

Management

Performance

Management

Competencies

Building Performance

Culture

Differentiating

Performance

Facilitating Performance

Goal Setting

Performance Coaching

and Feedback

Understanding

Performance

Management Processes

and Practices

Executives:

Critical Competencies

Accountability

Conflict Management

Creative

Thinking/Innovation

Financial Management

Human Resource

Management

Influencing/Negotiating

Leveraging Diversity

Political Savvy

Resilience

Service Motivation

Strategic Thinking

Team Building

Technology

Management

Vision

Important

Competencies

Entrepreneurship

External Awareness

Performance

Management

Competencies

Building Performance

Culture

Differentiating

Performance

Facilitating Performance

Goal Setting

Performance Coaching

and Feedback

Understanding

Performance

Management Processes

and Practices

Accountability - Assures that effective controls are developed and maintained to ensure the integrity of the organization. Holds self and others accountable for rules and responsibilities. Can be relied upon to ensure that projects within the areas of specific responsibility are completed in a timely manner and within budget. Monitors and evaluates plans. Focuses on results and measuring attainment of outcomes.

Conflict Management - Identifies and takes steps to prevent potential situations that could result in unpleasant confrontations. Manages and resolves conflicts and disagreements in a positive and constructive manner to minimize negative impact.

Creative Thinking/ Innovation - Develops new insights into situations and applies innovative solutions to make organizational improvements. Creates a work environment that encourages creative thinking and innovation. Designs and implements new or cutting-edge programs/processes.

Financial Management - Demonstrates broad understanding of principles of financial management and marketing expertise necessary to ensure appropriate funding levels. Prepares, justifies, and/or administers the budget for the program area. Uses cost-benefit thinking to set priorities. Monitors expenditures in support of programs and policies. Identifies cost-effective approaches. Manages procurement and contracting.

Human Resources Management - Assesses current and future staffing needs based on organizational goals and budget realities. Using merit principles ensures staff are appropriately selected, developed, utilized, appraised, and rewarded. Takes corrective action.

Influencing/ Negotiating - Persuades others. Builds consensus through give and take. Gains cooperation from others to obtain information and accomplish goals. Facilitates "win-win" situations.

Leveraging Diversity - Recruits, develops, and retains a diverse high quality workforce in an equitable manner. Leads and manages an inclusive workplace that maximizes the talents of each person to achieve sound business results. Respects, understands, values, and seeks out individual differences to achieve the vision and mission of the organization. Develops and uses measures and rewards to hold self and others accountable for achieving results that embody the principles of diversity.

Political Savvy - Identifies the internal and external politics that impact the work of the organization. Approaches each problem situation with a clear perception of organizational and political reality. Recognizes the impact of alternative courses of action.

Resilience - Deals effectively with pressure. Maintains focus and intensity and remains optimistic and persistent, even under adversity. Recovers quickly from the setbacks. Effectively balances personal life and work.

Service Motivation - Creates and sustains an organizational culture which encourages others to provide the quality of service essential to high performance. Enables others to acquire the tools and support they need to perform well. Shows a commitment to public service. Influences others toward a spirit of service and meaningful contributions to mission accomplishment.

Strategic Thinking - Formulates effective strategies consistent with the business and competitive strategy of the organization in a global economy. Examines policy issues and strategic planning with a long-term perspective. Determines objectives and sets priorities. Anticipates potential threats or opportunities.

Team Building - Inspires, motivates, and guides others toward goal accomplishments. Consistently develops and sustains cooperative working relationships. Encourages and facilitates cooperation within the organization and with customer groups. Fosters commitment, team spirit, pride, and trust. Develops leadership in others through coaching, mentoring, rewarding, and guiding employees.

Technology Management - Uses efficient and cost-effective approaches to integrate technology into the workplace and improve program effectiveness. Develops strategies using new technology to enhance decision making. Understands the impact of technological changes on the organization.

Vision - Takes a long-term view and acts as a catalyst for organizational change. Builds a shared vision with others. Influences others to translate vision into action.

Entrepreneurship - Identifies opportunities to develop and market new products and services within or outside of the organization. Is willing to take risks. Initiates actions that involve a deliberate risk to achieve a recognized benefit or advantage.

External Awareness - Identifies and keeps up to date on key national and international policies and economic, political, and social trends that affect the organization. Understands near-term and long-range plans and determines how best to be positioned to achieve a competitive business advantage in a global economy.

Building Performance Culture - Creates an environment that fosters and rewards teamwork, leverages diversity, inspires collaboration and promotes results-focused mission accomplishment.

Differentiating Performance - Makes fair assessments of performance based upon measures of performance that include observable behaviors, performance feedback and demonstrated results.

Facilitating Performance - Initiates and guides the efforts of self and others toward performance goals through ongoing support, removal of performance obstacles, managing consequences, and holding employees accountable.

Goal Setting - Sets and maintains effort towards goals by establishing measurable results that support organizational mission accomplishment.

Performance Coaching and Feedback - Initiates and engages in performance-related conversations with others to support continual professional and personal growth.

Understanding Performance Management Processes and Practices - Understands and works within the context of the performance appraisal system to actively manage self and others.