

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 23	
2. CONTRACT NO. DTMA-91-A-2012-0010		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DTMA-91-Q-2012-0019		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Judy Bowers			b. TELEPHONE NUMBER (No collect calls) 202.366.1913		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 OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)		NAICS: 561320 SIZE STANDARD: \$12.5	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO As Indicated On Each Call			CODE	16. ADMINISTERED BY OFC. of ACQUISITION U.S. DOT/MARITIME ADMINISTRATION 1200 NEW JERSEY AVENUE S.E. WASHINGTON DC 20590-001		CODE MAR-380	
17a. CONTRACTOR/ OFFEROR		CODE 884405465	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE A AMZ-160	
17a. CONTRACTOR/ OFFEROR All U Need Temporary Services(dba:All U Need Personnel) 1712 EYE STREET N.W. SUITE 620 WASHINGTON DC 20006-3751				18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE A AMZ-160	
TELEPHONE NO.				<input type="checkbox"/> 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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-0284N BPA Setup for Temp Support Services Period of Performance: 06/15/2012 to 06/14/2017						
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 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.					<input checked="" type="checkbox"/> 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)		31c. DATE SIGNED	
Judy Bowers				Judy Bowers		06/20/2012	

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
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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
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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>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

Section 2	2
52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)	
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2012)	2
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2012) - Alternate I (FEB 2000)	Error! Bookmark not defined.
Section 4	7
52.232-18 Availability of Funds. (APR 1984)	7
52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984) ...	Error! Bookmark not defined.

Section 2

52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2012)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, 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 check as appropriate.

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282)(31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15

U.S.C. 657a).

[](10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[](11) (Reserved)

[](12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[](ii) Alternate I (NOV 2011).

[](iii) Alternate II (NOV 2011).

[](13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[](14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

[](15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

[](iv) Alternate III (JUL 2010) of 52.219-9.

[](16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[](17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[](18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[](19)(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 (JUN 2003) of 52.219-23.

[](20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

[](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

[](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

[](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[](27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[](34) 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.)

[](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[](37)(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.

[X](38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[](40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 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.

(41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(45) 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)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(51)(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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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 this paragraph (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) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(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)

Section 4

52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment. (SEP 2009)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)

52.232-18 Availability of Funds. (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such

availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

ATTACHMENT 1

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK FOR ACQUISITION, PROGRAM MANAGEMENT AND ADMINISTRATIVE SUPPORT

1.0 SCOPE

The scope of this Statement of Work (SOW) is to provide acquisition, professional support, technical support, program management, clerical support, and administrative support services to the U.S. Maritime Administration (MARAD). The acquisition support will include assisting with pre-procurement planning, solicitation development, negotiation assistance, cost and price analysis, and contract administration. The program management support will include acquisition planning, requirement definition, specification and statement of work development, financial management, technical evaluation, independent government cost estimating, contractor performance monitoring, and logistical support to include conference planning, travel planning, and assisting with briefings and presentations. The administrative support will include Microsoft Office, data entry, filing, receptionist functions, distribution, correspondence support, spreadsheet development, and other administrative assistance as needed. Support may be provided to the staff at MARAD headquarters as well as MARAD's regional field offices.

2.0 BACKGROUND

The overall mission of MARAD is to promote the development and maintenance of an adequate, well-balanced United States merchant marine, sufficient to carry the Nation's domestic waterborne commerce and a substantial portion of its waterborne foreign commerce, and capable of serving as a naval and military auxiliary in time of war or national emergency.

MARAD also seeks to ensure that the United States enjoys adequate shipbuilding and repair services, efficient ports, effective intermodal water and land transportation systems, and reserve shipping capacity in time of national emergency. The MARAD Office of Acquisition, in conjunction with all MARAD elements, awards and administers the contracts for activation, maintenance, and repair of Ready Reserve Force vessels; administration and facility support of the U.S. Merchant Marine Academy; environmental analysis, development programs in cooperation with other Federal Agencies and partnering with the shipping industry, as well as general support of the Administration. The MARAD Office of Acquisition has determined a need to supplement the civil servant workforce in the areas of acquisition, technical, professional, program management, clerical and administrative support to ensure the timely execution of mission critical acquisitions and the efficient operation of MARAD programs.

3.0 PLACE OF PERFORMANCE

Contractor personnel shall primarily provide support at MARAD headquarters at 1200 New Jersey Avenue, SE., Washington, DC 20590; however, Contractor support may also be required at MARAD's regional offices located in San Francisco, CA; New Orleans, LA; Norfolk, VA; Kings Point, NY; and other occupational offices, such as Hawaii, Guam and Alaska, etc. Further, Contractor personnel may provide support from a Contractor furnished facility with prior written approval from the COR.

4.0 GOVERNMENT FURNISHED PROPERTY AND FACILITIES

MARAD may provide workspace with desks and other office furniture, computer resources, telephones, computer terminals, equipment maintenance, access to mail processing (scale and postage), and document printing and reproduction equipment for all contractor employees working on site at a MARAD facility. In addition, the

Government will provide all essential office supplies necessary for production-related work to meet the requirements of the contract. These supplies shall include, but are not limited to pens, pencils, paper clips, staplers, memo pads, reproduction paper, electronic calculators, staple removers, rulers, binders, scissors, etc. The Contractor shall submit written requests for additional or replacement government-furnished equipment or office supplies required in the performance of this contract to the designated COR.

5.0 FACILITY INSPECTION

Prior to the contract start date and end date, the COR and the Contractor shall conduct an inspection and inventory of the Government facilities and equipment to document the condition and state of repair of the facilities and equipment to be operated or used by the Contractor. The Contractor will prepare a condition report subsequent to this inspection and will furnish a copy of this report to the COR. The Contractor and COR shall acknowledge, by signature, receipt and acceptance of the condition report/inventory.

6.0 DIRECTIVES AND MANUALS REFERENCE LIST

The Contractor shall perform all tasks following the guidance in various directives, laws and manuals. If conflicts exist among the various manuals and directives, the COR will consider Contractor recommendations and resolve the discrepancies for the Contractor. All manuals and directives will be on-site or online for the Contractor's use. If manuals are missing or incomplete, the Contractor shall notify the COR. The Contractor's personnel are responsible for keeping current on the contents of any changes to their applicable manuals, laws and directives.

7.0 TRAVEL

Local and long distance travel may be necessary in the execution of this effort. All allowable travel and per diem shall be reimbursed at cost, including applicable G&A, in accordance with FAR 31.205-46, Travel Costs, Federal Travel Regulations, and the Joint Travel Regulations. All travel must have advanced approval in writing from the COR. The contractor may need to pre-pay employee travel cost prior to reimbursement.

8.0 NON-DISCLOSURE FORMS AND NON-COMPETE PROVISION

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at MARAD, the Contractor and all personnel associated with this contract shall sign an Affirmation of Non-Disclosure prior to commencing work. The Affirmation of Non-Disclosure will state in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to MARAD.

The tasks described in this SOW will involve the Contractor gaining unique insight (e.g., determining requirements, budget information) on MARAD requirements efforts. As such, the Contractor will be excluded from competing on any development implementation efforts that are a direct result of the Contractor's support under this contract.

9.0 CONTRACTOR PROVIDED TRAINING

The Contractor shall provide necessary qualification training at the Contractor's expense, for its personnel to ensure that required skills are established and maintained. MARAD will provide training for software or procedures unique to the MARAD environment.

10.0 REPORTING REQUIREMENTS

A monthly progress/status report will be prepared and delivered to the MARAD COR within 10 days after the end of each month. This report will consist of statistical data to quantify the work performed consisting of the following:

- The total labor hours expended by labor category;
- The total labor costs;
- Other direct allowable costs that the Contractor has incurred;
- A narrative description of accomplishments during the month;
- Identification of all problems experienced or anticipated in the performance of this effort along with the actions taken or recommended to achieve a satisfactory resolution.

11.0 SECURITY BADGES

Each Contractor employee working on this effort will be required to obtain a Department of Transportation issued security badge and display this badge prominently on their outer clothing at all times while in MARAD facilities. Contractor personnel will obtain the security badge application from the COR, ensure it is filled out accurately, and return it to the COR for approval. Badges will be issued at MARAD headquarters. The Contractor will be responsible for returning all security badges when employees leave this project and/or at the conclusion of the effort. Contractors are subject to a background check, at no cost to the contractor employee or contractor.

12.0 TASKS

12.1 Acquisition Support

The Contractor will provide the following acquisition support services during the life of this BPA. The work is described in general terms. The

COR or CO will describe the type of acquisition support required for specific projects in detail in the individual BPA Calls issued.

12.1.1 Pre-Award Support

- Assist with pre-procurement planning and acquisition strategy development
- Assist in developing evaluation documents such as source selection plans
- Prepare synopsis and solicitation documents, including Request for Proposals (RFP), Request for Quotation (RFQ) and Invitation for Bids (IFB/11713)
- Supporting and assisting MARAD with the preparation and conduct of industry briefings and pre-proposal conferences
- Assist with the evaluation process to include price analysis, cost analysis, cost/price realism, and past performance
- Provide services to support the development of responses to protests and compile and produce data to support documentation filed in response to protests.
- Prepare award documents

12.1.2 Post-Award Support

- Prepare contract administration plans
- Conduct contractor administration
- Conduct post-award orientation conferences
- Attempt to resolve issues in controversy, prepare findings of fact and issue decisions under the disputes clause on matters in which the contracting officer has the authority to take definitive action
- Negotiate prices and recommend supplemental agreements
- Perform surveillance to assess compliance with contractual terms for schedule, cost, and technical performance
- Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations

- Evaluate requests and make recommendations for consent to the placement of subcontracts
- Ensure timely submission of required reports
- Issue administrative changes, correcting errors or omissions in typing, contractor address, facility or activity code, remittance address, and computations which do not require additional contract funds and other such changes
- Obtain contractor proposals for any contract price adjustments
- Negotiate and/or execute supplemental agreements, as required
- Negotiate and execute supplemental agreements changing contract delivery schedules
- Prepare evaluations of contractor performance as required
- De-obligate excess funds after final price determination

The work to be performed may not be limited to the specific duties listed above. The Contractor may also be required to perform other acquisition related activities as directed. Contracting functions solely warranted to the government contracting officer, such as approving and signing contracts and modifications, are excluded.

12.2 Professional Support

Professional work requires knowledge in a field of science or learning characteristically acquired through education or training equivalent to a bachelor's or higher degree with major study in or pertinent to the specialized field, as distinguished from general education.

- Researching and analyzing disciplinary laws, rules, policies and practices
- Preparing reports of investigation and other written documents relating to the adjudication of employee misconduct allegations
- Assisting field personnel with questions pertaining to the OPR process
- Developing and delivering presentations and briefings

- Providing training to employees
- Coordinating with other FBI entities

Work is professional when it requires the exercise of discretion, judgment, and responsibility for the application of an organized body of knowledge that is constantly studied to make new discoveries and interpretations, and to improve data, materials, and methods.

There are situations in which an employee meets the formal education requirements for a particular professional field but does not perform professional work. This may be due to a lack of professional work to be done, or it may be because the organization and structure of the assignment does not require a professionally qualified employee.

12.3 Technical Support

Technical work is typically associated with and supportive of a professional or administrative field. It involves extensive practical knowledge, gained through experience and/or specific training less than that represented by college graduation. Work in these occupations may involve substantial elements of the work of the professional or administrative field, but requires less than full knowledge of the field involved.

- Assist program office, through a process of dialogue, to determine their own capacity-building requirements and technical support needs, including developing terms of reference and performance indicators, respecting offices' priorities and aligning technical support with organizational, plans and cycles.
- Assist governments and partners to develop and implement the Office plans.

- Support proactive planning and budgeting for technical support, including through providing assistant so as to allow the program office to find their self-identified priorities.
- Maximize the use of acquisition procurement, financial management and reporting systems.
- Ensure that technical support is of high quality, delivered by well-trained and professional providers and, where possible, by local technical experts. Where this is less feasible, make every effort to use external experts in a manner that builds government expertise.
- Review technical support policies and procedures and align them with the principles above.
- Assist in the invest in their own capacity development in an array of skills—including monitoring and evaluation, management and social planning and research, and program office engagement—so that technical support it needs led and priority driven, culturally appropriate, coordinated, monitored and of high quality.
- Ensure confidentiality and respect for the office staff (technical support requester), regardless of the funding source.
- As part of the preparatory process, carry out a quick but comprehensive situation assessment to ensure that there is no duplication of the work.
- Commit to building and transferring technical skills rather than simply carrying out a defined piece of work.

Technical employees carry out tasks, methods, procedures, and/or computations that are laid out either in published or oral instructions and covered by established precedents or guidelines. Depending upon the level of difficulty of the work, these procedures often require a high degree of technical skill, care, and precision.

Some technical work may appear similar to that performed by employees doing beginning professional or administrative work in the same general occupational field. Technical work, however, typically follows a one-grade interval pattern and does not require the application

of knowledge and skills equivalent to those required for two-grade interval work.

12.4 Program Management Support

Contractor shall provide overall program management support to the various program offices throughout MARAD. The Contractor will be required to provide the following program management support services during the life of this BPA. The work is described in general terms. The COR or CO will describe the type of program management support required for specific projects in detail in the individual BPA Calls issued.

- Assist with program budget development and execution monitoring

Assist MARAD in acquisition planning activities, including conducting a variety of studies and analyses to develop overall acquisition planning documentation, and specific acquisition documents such as requirements analyses, analyses of alternatives, cost/benefit analyses, plans of action and milestones, independent government cost estimates, justifications for other than full and open competition, and other justifications required to support and defend procurement decisions.

- Assist developing specifications and SOW
- Assist in developing evaluation documents such as acquisition plans and technical evaluation plans
- Assist in the development of procurement requests (PRs)
- Assist in the development of funding documentation
- Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules
- Review and analyze contractor Monthly Status Reports and Cost/Schedule Status Reports (C/SSR)

- Oversight of budget outlays against current allocations to ensure the proper allocation and disbursement of funds against the contract consistent with the requirements of the Anti-Deficiency Act.

Provides services to support the development of program or project management plans and systems, including procedures for the scheduling, control, and coordination of all activities required to accomplish program or project tasks.

- Ensure contractor compliance with contractual quality assurance requirements
- Ensure contractor compliance with contractual safety requirements
- Support and assist program and project managers in complying with agency reporting requirements by collecting analyzing correlating, and verifying data required for presentation in reports
- Provide services to support MARAD program and project managers in developing briefing materials and presentation materials

The work to be performed may not be limited to the specific duties listed above. The Contractor may also be required to perform other program management related activities as directed.

12.5 Clerical Support

Clerical occupations involve structured work in support of office, business, or fiscal operations. Clerical work is performed in accordance with established policies, procedures, or techniques; and requires training, experience, or working knowledge related to the tasks to be performed.

Clerical work typically involves general office or program support duties such as preparing, receiving, reviewing, and verifying documents;

processing transactions; maintaining office records; locating and compiling data or information from files; keeping a calendar and informing others of deadlines and other important dates; and using keyboards to prepare typewritten material or to store or manipulate information for data processing use. The work requires an knowledge of an organization's rules, some degree of subject matter knowledge, and skill in carrying out clerical processes and procedures.

12.6 Administrative Support

The Contractor will provide the following administrative support services during the life of this BPA. The work is described in general terms. The COR or CO will describe the type of administrative support required for specific projects in detail in the individual BPA Calls issued.

- Microsoft Office (Word, Excel, Power Point, Outlook)
- Data entry
- Filing
- Receptionist functions
- Mail and internal correspondence distribution
- Outgoing correspondence support
- Spreadsheet development

The work to be performed may not be limited to the specific duties listed above. The Contractor may also be required to perform other administrative related activities as directed.

12.7 Other Work

There are some occupations in the General Schedule which do not clearly fit into one of the above groupings. Included among these are series such as the Fire Protection and Prevention Series, GS-081, and Police Series, GS-083.

13.0 RESUMES

The Offeror shall provide a resume for each person proposed for the project. All staff for which resumes are submitted will be considered key staff and dedicated to this project if a contract is awarded. Individual resumes shall be no more than three pages in length.

14.0 CONTRACTING OFFICER'S REPRESENTATIVE (COTR)

A Contracting Officer's Representative (COR) may be appointed to assist the Contracting Officer (CO) in administration the Blanket Purchase Agreement (BPA Call). When deemed necessary, the CO will issue the formal Letter of Appointment defining the scope and limitations of the authority of the designated COTR. A copy of the COTR appointment letter will be maintained in the contract file.

In no event is the COTR authorized to direct any action which:

- (1) Exceeds the scope or limitations specified in the Letter of Appointment, or
- (2) Constitutes a change to the Statement of Work (SOW) or any other term or condition of the contract/BPA Call. Such changes may be authorized only upon written notification by the CO.

15.0 INVOICING INSTRUCTIONS

A monthly or bi-weekly invoice shall be submitted not later than 5 working days, on official company letterhead with detailed costs for each actual hours worked, timesheet, total invoice amount, actual hours worked and other actual expenses based upon contract rates and conditions. Send invoices to:

MARAD A/P or email: MARADinvoices@faa.gov
AMZ 150
P. O. Box 160
Oklahoma, OK 73125

The invoice should include the contract/order number, the period of performance for worked performed, invoice number, contractor's name, and client name and address.

16.0 NON-PERSONAL SERVICES

NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other MARAD Contractor. The tasks, duties and responsibilities set forth in the BPA Call may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulations (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

17.0 TELEWORK

At the discretion of the program office, contractors are allowed to telework. You must sign a telework agreement with your manager and provide a copy of the agreement to your Operating Administration's Human Resources office. (Contractors should check with your managers about telework policies.) You're responsible for the security of all data and information while teleworking. Protect the security of all relevant materials, including files, correspondence, and equipment.