

**ORDER FOR SUPPLIES OR SERVICES**

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

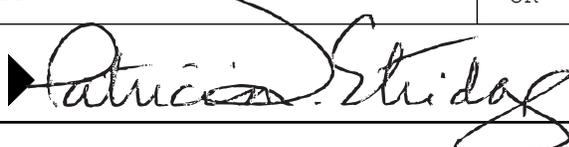
1. DATE OF ORDER 03/04/2011	2. CONTRACT NO. (If any)	6. SHIP TO:		
3. ORDER NO. DTMA-94-V-2011-0024		4. REQUISITION/REFERENCE NO. MA-PR617-20110030		a. NAME OF CONSIGNEE  LOGISTIC-ALAMEDA WAREHOUSE
5. ISSUING OFFICE (Address correspondence to) U.S. DOT/ Maritime Administration Pacific Div. Acquisition Office MAR 380-4 201 Mission Street Suite 1800 San Francisco CA 94804			b. STREET ADDRESS DOT/MARITIME ADMINISTRATION, DPO 1651 VIKING STREET, #168 ATT: JERRY BELLOWS	
7. TO: Paul Mason, Govt Business POC			c. CITY ALAMEDA	d. STATE CA
a. NAME OF CONTRACTOR MAINTENANCE SYSTEMS MANAGEMENT			e. ZIP CODE 94501	
b. COMPANY NAME			f. SHIP VIA	
c. STREET ADDRESS 2565 Third St. # 318			8. TYPE OF ORDER	
d. CITY San Francisco			<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule			<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))			10. REQUISITIONING OFFICE Div. of PACIFIC OPERATIONS	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS			12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
a. INSPECTION Destination	b. ACCEPTANCE Destination	16. DISCOUNT TERMS		

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	ALAMEDA WAREHOUSE JANITORIAL SERVICE MA-PR617-20110030  VENDOR'S DUNS NUMBER #789436995  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME	MARAD A/P INVOICES		\$4,314.10	
	b. STREET ADDRESS (or P.O. Box)	P.O. BOX 25710		\$4,314.10	
c. CITY	d. STATE	e. ZIP CODE			
OKLAHOMA CITY	OK	73125			

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Patricia Etridge TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 03/04/2011	CONTRACT NO.	ORDER NO. DTMA-94-V-2011-0024
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105</p> <p>Accounting Info: 70XR161710.2011.96870MHT00.1161000000.25403. 61006600/7011616870MHT0 Period of Performance: 03/01/2011 to 02/28/2012</p> <p>Provide janitorial service for the base year from 3/01/2011 to 2/28/2012 per MSM INC's quote dated 2/25/11 and the attached Statement of Work for the Maritime Administration Warehouse located at 1651 Viking Street, Alameda, CA 94501. See attached pricing sheet for the agreed line item prices.</p> <p>The base year is awarded at this time. Award of option years is subject to availability of funds.</p> <p>The total amount of award: \$4,314.10. The obligation for this award is shown in box 17(i).</p>				4,314.10	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$4,314.10

**PRICING SCHEDULE for DTMA94V20110024 ALWH JANITORIAL SERVICES**

Item	Description	QTY	Unit of Issue	Unit Cost	Total Amount
0001	JANITORIAL SERVICES - BASE YEAR 03/01/2011 TO 02/29/2012	12	MONTH	\$240.00	2,880.00
0002	JANITORIAL SERVICES - OPTION YEAR ONE 03/01/2012 TO 02/28/2013		MONTH	\$258.00	-
0003	JANITORIAL SERVICES - OPTION YEAR TWO 03/01/2013 TO 02/28/2014		MONTH	\$277.35	-
0004	JANITORIAL SERVICES - OPTION YEAR THREE 03/01/2014 TO 02/28/2015		MONTH	\$298.15	-
0005	SUPPLEMENTAL LABOR				
0005AA	Provide the manhour labor rate with a four hour minimum for additional cleaning services beyond the general cleaning requirements. Remove all weeds and vegetation from the exterior portions of the building, outside storage area, and parking lot as requested. Other services charged separately include shampoo carpets, wax floors, window washing. CONTRACT TOTAL NOT TO EXCEED 160 MANHOURS AT \$27.63 OR 40 MNHRS ANNUALLY.	40	MANHOURS	\$27.63	1,105.20
0005AB	Provide manhour labor rate for skilled labor services such as painting and building maintenance. CONTRACT TOTAL NOT TO EXCEED 40 MANHOURS AT \$32.89 OR 10 MNHRS ANNUALLY.	10	MANHOURS	\$32.89	328.90
	<b>TOTAL BASE YEAR &amp; SUPPLEMENTAL LINE ITEMS</b>				<b>4,314.10</b>

ALAMEDA JANITORIAL SERVICES  
DTMA 94-V-2011-0024  
TERMS AND CONDITIONS

TABLE OF CONTENTS

COMMERCIAL CLAUSES

- 1 Contract Terms and Conditions--Commercial Items
- 2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items

SECTION C -- Descriptions and Specifications

- C.1 STATEMENT OF WORK

SECTION E -- Inspection and Acceptance

- E.1 GOVERNMENT ACCEPTANCE FORM

SECTION I -- Contract Clauses

11

- I.1 Insurance - Work on a Government Installation
- I.2 Contractor Liability for Personal Injury and/or Property Damage
- I.3 52.217-8 OPTION TO EXTEND SERVICES
- I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
- I.5 APPLICABLE WAGE DETERMINATION
- I.6 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
- I.7 DPO INVOICING REQUIREMENTS

## COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS JUNE 2010

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices **and a copy of the government acceptance form signed by MARAD representative documenting the work completed and accepted.** An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (3) 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).

\_\_\_ (4) [Reserved]

\_\_\_ (5)(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.

\_\_\_ (6)(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.

\_\_\_ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-09, Small Business Subcontracting Plan (SEPT 2006) (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) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

\_\_\_ (12) 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).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_\_\_ (15) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

\_\_\_ (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (19) 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).

\_\_\_ (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_\_ (21) 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).

\_\_\_ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (23)(i) 52.223-09, 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)).

\_\_\_ (24) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (25)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

\_\_\_ (26) 52.225-05, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (28) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 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)).

\_\_\_ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_X\_ (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (35) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (36)(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:

\_\_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (NOV 2006) (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.).

(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 (i) through (vii) 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 \$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.

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

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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 C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### STATEMENT OF WORK FOR WAREHOUSE JANITORIAL SERVICES AT THE BUILDING ADDRESS:

Maritime Administration  
SBS Warehouse Alameda  
1651 Viking Street, Building 168  
Alameda Point  
Alameda, California 94501

Point of Contact: Mr. Michael Streblov, Warehouse Manager  
Phone: (510) 337-5084

The MARAD Warehouse encompasses 119,000 square feet of interior space and 58,000 square feet outside area.

Frequency: One time per week, flexible on days of inclement weather.

The contractor's representatives will provide a minimum of two hours during normal working hours. Service will be provided weekly under the direction of the MARAD representative Mr. Mike Streblov. Contractor will provide workers trained and capable of performing the Duties listed in the Scope of Work without supervision by the MARAD representative. The MARAD representative will provide direction and will inspect for satisfactory completion of the work. Contractor management personnel will use the MARAD CHECKLIST - DOCUMENTATION OF RECEIPT OF SERVICES FORM to ensure that regularly scheduled services have been completed as scheduled and are accepted by MARAD. A copy of this form with MARAD signature of acceptance of performance must be submitted with all requests for reimbursement. Special requirements will be identified by the MARAD representative and submitted to the successful bidder.

Contract Base Period:	Date of NTP to 03/01/11
Contract Option Year 1:	03/01/11 to 02/28/12
Contract Option Year 2:	03/01/12 to 02/28/13
Contract Option Year 3:	03/01/13 to 02/28/14

#### Duties Scope of Work:

##### 1. Restroom Maintenance:

- (a) Clean, sanitize and polish sinks, toilets and urinals in the men's and women's restrooms.
- (b) Empty, line, clean, and sanitize all trash containers and return to the original location.
- (c) Fill and clean dispensers for soap dispensers, towels, and toilet tissue. (MARAD will provide these supplies and contractor will contact MARAD representative when stocks are low.)
- (d) Sweep, clean, dust, damp mop with germicidal soap, spot clean floors, partitions, baseboards and doors.
- (e) Damp wipe walls by sinks and urinals
- (f) Clean and sanitize floor drains.

##### 2. Floors and Office areas inside the warehouse:

- (a) Sweep all floor areas inside the warehouse using various broom supplies.
- (b) Sweep and vacuum rugs and carpets in the offices and outside doorways.
- (c) Clean interior glass, computers, ledges, window sills, doors, frames and baseboards.
- (d) Pledge dust inside office cubicles.
- (e) Clean refrigerator, microwave and coffee mess area.
- (f) The MARAD representative will direct any additional work outside.

##### 3. Miscellaneous Duties:

- (a) Replace light bulbs and dust fixtures.
- (b) Dust and damp wipe chairs, clocks and pictures.
- (c) Clean and polish drinking fountains, kick plates, light switches and phones.
- (d) Clean, organize and restock janitors storage areas.

(e) Clean and vacuum fans, blinds, and door mats.

4. Exterior Areas:

(a) Sweep outside areas of the building and pickup paper and debris.

Other additional cleaning services beyond the general cleaning proposal shall be supplied at a rate of \$ 27.63 per hour with a four hour minimum. Remove all weeds and vegetation from the exterior portions of the building, outside storage area, and parking lot as requested. Other services charged separately include shampoo carpets, wax floors, window washing. Skilled labor services such as painting and building maintenance shall be supplied at a rate of \$32.89 per hour.

All cleaning equipment and cleaning supplies will be provided by contractor.

MARAD will provide other supplies for the bathrooms such as soaps, paper towels, toilet paper however mops and brooms will be available for contractor use.

The contractor must have Certificates of Insurance on file for all employees who work at the site.

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 GOVERNMENT ACCEPTANCE FORM

**GOVERNMENT ACCEPTANCE OF SERVICES FORM**

**WAREHOUSE JANITORIAL SERVICES FOR** \_\_\_\_\_  
(ENTER THE DATE OF SERVICES)

1. Restroom Maintenance:

- (a) Clean, sanitize and polish sinks, toilets and urinals in the men's and women's restrooms.
- (b) Empty, line, clean, and sanitize all trash containers and return to the original location.
- (c) Fill and clean dispensers for soap dispensers, towels, and toilet tissue.
- (d) Sweep, clean, dust, damp mop with germicidal soap, spot clean floors, partitions, baseboards and doors.
- (e) Damp wipe walls by sinks and urinals
- (f) Clean and sanitize floor drains.

2. Floors and Office areas inside the warehouse:

- (a) Sweep all floor areas inside the warehouse using various broom supplies.
- (b) Sweep and vacuum rugs and carpets in the offices and outside doorways.
- (c) Clean interior glass, computers, ledges, window sills, doors, frames and baseboards.
- (d) Pledge dust inside office cubicles.
- (e) Clean refrigerator, microwave and coffee mess area.
- (f) The MARAD representative will direct any additional work outside.

3. Miscellaneous Duties:

- (a) Replace light bulbs and dust fixtures.
- (b) Dust and damp wipe chairs, clocks and pictures.
- (c) Clean and polish drinking fountains, kick plates, light switches and phones.
- (d) Clean, organize and restock janitors storage areas.
- (e) Clean and vacuum fans, blinds, and door mats.

4. Exterior Areas:

- (a) Sweep outside areas of the building and pickup paper and debris.

Other additional cleaning services beyond the general cleaning proposal shall be supplied at a rate of \_\_\_\_\_ per hour with a four hour minimum.

TOTAL NUMBER OF ADDITIONAL HOURS WORKED \_\_\_\_\_  
SERVICES RECEIVED \_\_\_\_\_ (DATE)

SIGNATURE &  
TITLE OF MARAD REPRESENTATIVE \_\_\_\_\_

## SECTION I -- CONTRACT CLAUSES

I.1 52.228-05 INSURANCE - WORK ON A GOVERNMENT INSTALLATION JANUARY  
1997

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) for such period as the laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### MARAD'S INSURANCE REQUIREMENTS

The Contractor shall provide and maintain at his/her expense during the contract period the following insurance coverage:

**a. Public Liability (Including Automobile) and Property Damage**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from the performance of the contract, within the following limits: not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

**b. Contractor's Protective Liability and Property Damage:**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from operations or subcontractors under this contract, in limit of not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

**c. Workmen's Compensation: As required by State or Commonwealth Laws.**

The Contractor shall promptly furnish to the Contracting Officer written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. The Contractor shall promptly furnish to the Contracting Officer, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**d. Liability to Third Person:**

The Contractor shall be responsible for and hold the Government harmless for all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the Contractor, its officers, agents, or employees in the performance of work under this contract.

**e. Certificate Holder should be:**

U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
DIVISION OF MARINE INSURANCE

**f. Cancellation Clause:**

Each insurance policy shall cancellation provisions shall be as follows: **“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certification holder named to the left.**

The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

**2. VEHICLE REGISTRATION AND OPERATION**

a. When applicable, privately owned and Contractor owned vehicles operating at the DPO Lay-berths are to display a valid mechanical safety inspection sticker. If the state in which the vehicle is licensed or registered does not require a mechanical safety inspection, the requirements of the State of California in the respect will govern.

b. Personnel in the employ of the Contractor shall, in the operation of motor vehicles, possess a valid state driver’s license, current registration and insurance certificate.

**I.2 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR APRIL 1984  
PROPERTY DAMAGE**

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**I.3 52.217-8 OPTION TO EXTEND SERVICES**

52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS of end of performance period.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT**

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary

written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed THREE MONTHS.

(End of clause)

I.5 – APPLICABLE WAGE DETERMINATION - See <http://www.wdol.gov/> for complete wage determination including all occupational listings with benefits.

WD 05-2051 (Rev.-10) was first posted on [www.wdol.gov](http://www.wdol.gov/) on 07/27/2010

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2051  
Shirley F. Ebbesen | Division of | Revision No.: 10  
Director | Wage Determinations | Date Of Revision: 07/16/2010

State: California

Area: California Counties of Alameda, Contra Costa

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
11150 - Janitor		14.89
11210 - Laborer, Grounds Maintenance		18.29

See <http://www.wdol.gov/> for complete wage determination including all occupational listings with benefits.

## I.6 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

### CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented

vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

( c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

## I.7 DPO INVOICING REQUIREMENTS

### INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov), with copy to [MARADWRInvoices@dot.gov](mailto:MARADWRInvoices@dot.gov)

Electronic invoices shall conform to the following criteria, or be subject to rejection:

a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.

b. The e-mail subject shall include the contract/purchase order number and invoice number.

c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch  
AMZ-150  
PO Box 25710  
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch  
AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169