

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MAPR615520120019		PAGE OF 1 6	
2. CONTRACT NO. DTMA-92-A-2012-0003		3. AWARD/ EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLEN SPEARS		b. TELEPHONE NUMBER (No collect calls) (757) 593.3540		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204		CODE 00092		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:561320 <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$13.5 <input type="checkbox"/> 8(A)	
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 U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204		CODE 00092	
17a. CONTRACTOR OFFEROR JAG PROFESSIONAL RESOURCES 1051 TRIECE LN CHARLOTTE NC 28215-4245		CODE 827154902 FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE A-AMZ-160	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				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
	JRRF Temporary Help Services Period of Performance: 08/14/2012 to 09/30/2013 The total amount of award: \$0.00. The obligation for this award is shown in box 26. (Use Reverse and/or Attach Additional Sheets as Necessary)						
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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" 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. <u>your proposal</u> OFFER DATED <u>07/24/2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>All</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Crystal Powell-Jones- Managing Director				30c. DATE SIGNED 8/14/12		31b. NAME OF CONTRACTING OFFICER (Type or print) Monique Leake	
						31c. DATE SIGNED 08/14/2012	

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

1. INTRODUCTION: The U.S. Maritime Administration requires **small businesses** willing to enter into a Blanket Purchase Agreement (BPA) for supplying temporary labor under the North American Industry Classification System Code (NAICS) 561320 Temporary Help Services. The services are to be provided to the U.S. Maritime Administration’s James River Reserve Fleet located at Ft. Eustis, VA. The small business size standard is average annual receipts not exceeding \$13.5 million. BPAs will be evaluated annually and may remain in place for up to five years.
2. DESCRIPTION OF AGREEMENT. The Temporary Help Services Provider shall furnish the services described below when requested by the Contracting Officer or authorized BPA Caller during the effective period of the BPA. Requests made by the Contracting Officer shall not exceed the single call limit of \$10,000.00 and will be confirmed in writing by issuance of an SF-1449 Solicitation/Contract/Order for Commercial Items. Requests by an authorized BPA Caller shall not exceed \$2,500.00 chargeable against the Caller’s Government-wide Purchase Card. This BPA is considered complete and no additional calls are authorized when the purchases under it equal \$100,000.00 within any one-year time period (subject to renewal), or when its stated time period expires without renewal, whichever occurs first.

3. TEMPORARY HELP SERVICES TO BE FURNISHED:

Hourly Rates:

Standard Hourly Rate shall apply to services required between the hours of 0700 – 1530 Monday – Friday excluding Federal Holidays.

Premium Hourly Rate shall apply to services required other than when the Standard Hourly Rate applies as defined above.

Hourly Rates for purposes of payment commence upon arrival at the James River Reserve Fleet and end upon dismissal from the James River Reserve Fleet property.

Labor Occupation Code & Description	Standard Hourly Rate	Premium Hourly Rate
11210 – Laborer, Grounds Maintenance	\$19.65	\$29.47
29030 - Line Handler	\$31.77	\$47.65

4. PURCHASE LIMITATION. Each individual purchase made under this Blanket Purchase Agreement shall not exceed the single call limit of \$10,000.00.
5. PERIOD OF VALIDITY. This BPA is established for the period of 08/14/2012 to 09/30/2013 with the potential for annual renewals extending performance through 09/30/2017.
6. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS BPA. Duly appointed Contracting Officers, individuals assigned by the Contracting Officer within the James River Reserve Fleet – Fleet Operations Group. The Temporary Help Services Provider shall honor requests from only those individuals who appear on the following list of persons authorized to place calls furnished to them by the office specified on the first page as the issuing office.

Authorized Caller	Limit	Organization	Telephone
Melinda Simmons-Healy	\$10,000.00	Contracts Office	757.322.5819
Monique R. Leake	\$10,000.00	Contracts Office	757.322.5820
Cris Raytano	\$2,500.00	JRRF Office	757.887.3233 Ext. 12
Yolonda Cortledge	\$2,500.00	JRRF Office	757.887.3233 Ext. 25

7. **AUTHORITY.** The issuance of individual calls against this BPA will be made under the authority of 10 U.S.C. 2304.
8. **INDIVIDUAL CALLS.** Individual calls against this BPA by an authorized BPA Caller shall not exceed \$2,500.00 chargeable against the Caller's Government-wide Purchase Card. Orders against this BPA issued by a Contracting Officer shall not exceed the single call limit of \$10,000.00 and will be confirmed in writing by issuance of an SF-1449 Solicitation/Contract/Order for Commercial Items.
9. **REQUIRED QUANTITIES.** The amount of services which will be required during the period covered by this BPA will depend upon the requirements of the US Maritime Administration, James River Reserve Fleet.
10. **EXTENT OF OBLIGATION.** The United States Government is obligated only to the extent that authorized calls are actually placed against this BPA.
11. **ORAL CALLS.** BPA calls issued orally by Contracting Officers shall not exceed the single call limit of \$10,000.00 and will be confirmed in writing by issuance of an SF-1449 Solicitation/Contract/Order for Commercial Items. BPA calls made orally by an authorized BPA Caller shall not exceed \$2,500.00 chargeable against the Caller's Government-wide Purchase Card.
12. **CONDITIONS OF PERFORMANCE.** Only services immediately available will be called and performed under this BPA. Conditions for performance will be specified on each individual call.
13. **SPECIAL CONDITIONS PERTAINING TO LINE HANDLERS.**
 - a. Workers who perform line handler duties are deemed to be subject to federal law covered under the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA). Accordingly, the Temporary Help Services Provider as Employer must comply with Federal, State and local regulations as pertains to providing coverage for employees subject to the LHWCA.
 - b. Line handlers must have personal protective gear appropriate to their duties to include but not be limited to: appropriate head, eye and foot protection; Personal Flotation Devices.
 - c. Line handlers must be physically fit and capable of performing assigned duties.
14. **APPLICABLE WAGE DETERMINATION:** Services provided under calls against the BPA are subject to minimum wages and fringe benefits as set forth in Service Contract Act [Wage Determination 05-2543 \(Rev.-14\)](#).
15. **PRICING.** The prices to be paid for services furnished to the US Government pursuant to this BPA will be those taken from the supplier's proposal indicated in Paragraph 3 above at the time the call is placed. The prices to be charged under this BPA shall be as low as, or lower than those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. The Temporary Help Services

Provider shall be afforded an opportunity to submit revised pricing in advance of renewal of the BPA annually applicable during the subsequent period of performance in the event the BPA is renewed.

16. INVOICE SUBMISSION – MARAD (*APPLICABLE TO CALLS PLACED BY THE CONTRACTING OFFICER FOR GREATER THAN \$2,500.00*):

- a. The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.
 - A. Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov
 - B. Electronic invoices shall conform to the following criteria, or be subject to rejection:
 1. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
 2. The e-mail subject shall include the contract/purchase order number and invoice number.
 3. 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 #)
 - C. Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch
AMZ-160
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 SAR Invoices Branch
AMZ-160
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

17. This agreement incorporates standard commercial item terms and conditions contained in FAR Clauses 52.212-4 and 52.212-5 which may be read in full using the following webpage:

https://www.acquisition.gov/comp/far/current/html/52_212_213.html#wp1179465

Only the following items contained in FAR Clause 52.212-5 will apply:

- [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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

[52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#))

52.222-50 Combating Trafficking in Persons (Feb 2009)