

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR615-20110286		PAGE OF 1 5			
2. CONTRACT NO. DTMA-92-C-2011-0002		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DTMA-92-Q-2011-0029		6. SOLICITATION ISSUE DATE 02/28/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Monique Leake			b. TELEPHONE NUMBER (No collect calls) 7573225820		8. OFFER DUE DATE/LOCAL TIME ET		
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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: \$6.50		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO U.S. DOT/Maritime Administration Atlantic Division Operations 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204				CODE 00092	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				
17a. CONTRACTOR/ OFFEROR		CODE 825844991	FACILITY CODE		18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125				CODE AMZ-160 (US. MAIL)
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	
	The purpose of this contract is for temporary Marine Surveyor Support located at the Maritime Administration - Division of Atlantic Operations in Norfolk, Virginia. This contract will be incrementally funded quarterly. Option Years to be exercised by Modification at the awarded unit prices/hourly rates. Period of Performance: 06/01/2011 to 04/30/2016 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$32,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT REF. <u>Your RFQ</u> OFFER DATED <u>04/19/2011</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: CLIN 0001 thru 0010				
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) Laurel Bishop			31c. DATE SIGNED 05/23/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Marine Surveyor Support FY-12 Issued for Temporary Marine Surveyor Support for the Ship Operations Department at DAO Norfolk, Virginia in accordance with the Performance Work Statement. Period of Performance is 01 June 2011 through 30 April 2012 Obligated Amount: \$27,500.00 Accounting Info: 70XR161710.2011.93140MIS00.1161000000.25105.61006600 / 7011613140MIS0 Funded: \$27,500.00 Marine Surveyor Support Reimbursable Travel Costs	500	HR	55.00	27,500.00
0002	Issued for Reimbursable Travel Costs in accordance with Federal Travel Regulations. Period of Performance is 01 June 2011 through 30 April 2012 Obligated Amount: \$4,500.00 Accounting Info: 70XR161710.2011.93140MIS00.1161000000.25105.61006600 / 7011613140MIS0 Continued ...	1	LO	4,500.00	4,500.00

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

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

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

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

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NAME OF OFFEROR OR CONTRACTOR

AAF CONSULTING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$4,500.00				
	Marine Surveyor Support FY-13				
0003	Temporary Marine Surveyor Support (Option I) Amount: \$0.00 (Option Line Item) 04/01/2012		HR	56.35	0.00
	Accounting Info: Funded: \$0.00 \$112,700.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)				
	Marine Surveyor Support Reimbursable Travel Costs				
0004	Reimbursable Travel Costs (Option I) Amount: \$18,000.00 (Option Line Item) 04/01/2012	1	LO	18,000.00	0.00
	Accounting Info: Funded: \$0.00 \$18,000.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)				
	Marine Surveyor Support FY-14				
0005	Temporary Marine Surveyor Support (Option II) Amount: \$0.00 (Option Line Item) 04/01/2013		HR	57.75	0.00
	Accounting Info: Funded: \$0.00 \$115,500.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)				
	Marine Surveyor Support Reimbursable Travel Costs				
0006	Reimbursable Travel Costs (Option II) Amount: \$18,000.00 (Option Line Item) 04/01/2013	1	LO	18,000.00	0.00
	Accounting Info: Funded: \$0.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
AAF CONSULTING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$18,000.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)				
	Marine Surveyor Support FY-15				
0007	Temporary Marine Surveyor Support (Option III) Amount: \$0.00 (Option Line Item) 04/01/2014 Accounting Info: Funded: \$0.00 \$118,500.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		HR	59.25	0.00
	Marine Surveyor Support Reimbursable Travel Costs				
0008	Reimbursable Travel Costs (Option III) Amount: \$18,000.00 (Option Line Item) 04/01/2014 Accounting Info: Funded: \$0.00 \$18,000.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)	1	LO	18,000.00	0.00
	Marine Surveyor Support FY-16				
0009	Temporary Marine Surveyor Support (Option IV) Amount: \$0.00 (Option Line Item) 04/01/2015 Accounting Info: Funded: \$0.00 \$121,500.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		HR	60.75	0.00
	Marine Surveyor Support Reimbursable Travel Costs				
0010	Reimbursable Travel Costs (Option IV) Amount: \$18,000.00 (Option Line Item) 04/01/2015 Accounting Info: Continued ...	1	LO	18,000.00	0.00

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NAME OF OFFEROR OR CONTRACTOR

AAF CONSULTING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funded: \$0.00 \$18,000.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds) In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.</p> <p>The total amount of award: \$104,000.00. The obligation for this award is shown in box 26.</p>				

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DAO - Temporary Marine Surveyor Support

The following FAR and Transportation Acquisition Manual (TAM) provisions and clauses apply to this Contract and are incorporated by reference.

52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following Internet addresses:

Federal Acquisition Regulations (52.)

<https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Transportation Acquisition Regulations (1252.)

<http://www.dot.gov/ost/m60/tamtar/part1252.htm>

U.S. Maritime Administration Provisions and Clauses (MCL.)

https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

52.212-4 Contract Terms and Conditions-Commercial Items;

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items; within FAR Clause 521112-5(b) and (c), the following Items are designated by the Contracting Officer to apply to the solicitation:

52.203-06 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)

52.222-3 Convict Labor,

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

52.222-36 Affirmative Action for Workers with Disabilities, (Over 15K)

52.223-15 Energy Efficiency in Energy-Consuming Products

52.223-16 IEE 1680 Standard for the Environmental Assessment of Personal Computer Products

52.232-33 Payment by Electronic Funds Transfer --Central Contractor Registration

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DAO - Temporary Marine Surveyor Support

52.217-05 Evaluation of Options

52.217-08 Option to Extend Services (The Contracting Officer may exercise the option by written notice to the Contractor within 30-days.)

52.217-09 Option to Extend the Term of the Contract

52.223-18 Contractor Policy to Ban Text Messaging While Driving

52.232-18 Availability of Funds

1252.223-73 Seat Belt Use Policies and Programs

1252.242-73 Contracting Officer's Technical Representative

RELEASE OF LIABILITY AND PERMIT AND ASBESTOS/HAZARDOUS CONDITIONS NOTICE

Caution - Shipboard insulating materials contain asbestos fibers. Do not disturb insulation - avoid creating dust. Breathing asbestos dust may cause serious bodily harm and/or death. Additionally, performance in the shipboard environment also involves hazardous conditions that can cause slips, trips and falls as well as noxious gases in tanks and other spaces. In the performance of duties under this contract, the contractor is permitted to enter upon vessels and other property of the United States for the purpose of fulfilling the duties of a Marine Surveyor. The contractor is responsible for providing and wearing appropriate personal protective gear suitable for performance aboard vessels of the U.S. Maritime Administration. Accordingly the contractor (aka permittee) does hereby agree as follows:

1. The permittee shall confine the permittee's activities on the property to those strictly necessary for the accomplishment of the aforesaid purpose. While on the property of the United States, the permittee shall comply with the safety requirements of the Maritime Administration and obey all orders of officials of the Maritime Administration.

2. The permittee does hereby freely and voluntarily for the permittee, the permittee's heirs, administrators, and assigns, release, remise, and discharge the United States, its agents, servants, and employees from any claims, demands, actions and services of action of any sort for injury sustained by the permittee related to the individual presence and activities of the permittee on the property, including any injury that is caused or worsened either in whole or in part associated with exposure to asbestos or due otherwise to the many hazardous associated with performing work on board vessels of the U.S. Maritime Administration. The permittee further acknowledges that the permittee assumes sole and complete responsibility for all of the risks associated with such presence, activities and exposure.

3. The permittee hereby agrees to indemnify and hold harmless the United States, its agents, servants, and employees against any and all loss, damage or claim or liability whatsoever, due to personal injury or death or damage to property of others caused either directly or indirectly by the exercise by the permittee of the privilege granted by this permit.

4. This permit is not assignable and may be revoked without notice at any time by officials of the Maritime Administration.

Prior to commence performance of this contract, the contractor will be required to complete and sign a form acknowledging an understanding and agreement to the aforementioned terms.

INVOICE SUBMISSION INSTRUCTIONS – MARAD

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, with copy to MARADSARInvoices@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 SAR Invoices Branch
AMZ-150

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DAO - Temporary Marine Surveyor Support

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-150

6500 S MacArthur Blvd.

Oklahoma City, OK 73169

STATEMENT OF WORK:

The US DOT Maritime Administration (MARAD), Division of Atlantic Operations, has a requirement for professional Marine Surveyor contractor support services.

ASSIGNMENTS: The Contracting Officer's Technical Representative may assign the Marine Surveyor to any of the following support requirements:

- maintain and operate MARAD Ready Reserve Force (RRF) vessels
- maintain facilities and vessels in the MARAD National Defense Reserve Fleet (NDRF)
- maintain vessels at designated Maritime Academies for training Merchant Marine cadets
- Assists the Contracting Officer's Technical Representative (COTR) for Ship Managers contracts and General Agency Agreements (GAA) with researching guidance on maintenance and repair functions, policy and procedures, compliance with regulatory requirements, instructions and standards governing the conduct of condition surveys, inspections, dry dockings, dock trials, and sea trials.
- Possesses and maintains currency in all matters concerning marine surveying, engineering, and related technological developments in the maritime industry.
- Drafts technical evaluations of all potential contractors, including pre-contract surveys of facilities and technical capabilities of companies. Drafts post-contract evaluations and assists in the resolution of shipyard disputes.
- Drafts maintenance and repair cost estimates in order to budget and allot funds appropriate for Maritime Academy State Training Ships.
- Drafts Work Orders and monitors their execution, determines quality of service/products delivered under contract, monitors contract technical compliance, reviews contract/agreement deliverables.
- Develops/reviews input from Ship Manager/General Agents on repair cost estimates, vessel repair specifications, and activation/operations/lay-up cost estimates.
- Witnesses all technical tests and inspections required by USCG/ABS; demonstrations to prove repairs, and all Phase M Maintenance Procedures.

- Serves as a Government Representative in yard or at activation sites. Advises management via COTR of vessel readiness or when alternative measures are required.
- Deals with local USCG/ABS, and all other regulatory bodies to ensure vessels are in compliance with requirements. Prepares status reports, monitors monthly payroll claims, work reports, and monthly work plans.
- Serves as local resource on the use of ABS Nautical Systems 5 vessel management program, specifically the maintenance and drydock modules. This includes training government employees on the use of the system and assisting with entries on an individual basis.
- The contractor does not have authority to bind the government.
- The contractor does not have authority to supervise government employees.

- The contractor must perform all work on-site at a MARAD facility or at an alternate location approved by the COTR. Office facilities, equipment, any required supplies, and access to IT systems will be government furnished, with the exception of authorized reimbursable travel.

The Contractor shall obtain a Transportation Workers Identification Card (TWIC) to facilitate access to transportation facilities. The cost to obtain a TWIC is not reimbursable.