

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR615-20110261		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-92-P-2011-0028		5. SOLICITATION NUMBER DTMA-92-Q-2011-0018		6. SOLICITATION ISSUE DATE 02/11/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LAUREL BISHOP		b. TELEPHONE NUMBER (No collect calls) (757) 322.5814		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 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336611 SIZE STANDARD: 1,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO TS STATE OF MAINE Maine Maritime Academy 1 Water Street Castine ME 04420			CODE 00092-TS STATE OF MA	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 602518672	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125			CODE AMZ-160 (US. MAI
17a. CONTRACTOR/ OFFEROR TECHNICAL MARINE SERVICE, INC. d/b/a T M S 6040 N Cutter Circle Suite 302 Portland OR 97217-3956				18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	STATE OF MAINE - PROPULSION CONTROLS AND AUTOMATION REPAIRS Delivery: 04/01/2011 Mark For: TS STATE OF MAINE Maine Maritime Academy 1 Water Street Castine ME 04420 Period of Performance: 02/11/2011 to 04/01/2011 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 70X1750SMR.2011.120SMB1070.0000160000.25711.61006600						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$57,800.00	
<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 A						<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 HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>Quote</u> OFFER DATED <u>02/11/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL			
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 02/11/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	PROVIDE TROUBLESHOOTING AND REPAIR SERVICES IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK, Item 0001.				25,000.00
0002	PER DIEM AND TRAVEL IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK, Item 0002.				8,000.00
0003	PROVIDE SUPPLEMENTAL LABOR, IF AUTHORIZED, IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.	40	HR	120.00	4,800.00
0004	PROVIDE SUPPLEMENTAL MATERIAL IF AUTHORIZED IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK Item 0004. The total amount of award: \$57,800.00. The obligation for this award is shown in box 26.				20,000.00

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 _____
 PARTIAL FINAL

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

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

STATEMENT OF WORK

Title: TS State of Maine - Troubleshoot and Repair Various Propulsion Control and Automation Concerns

Background and Intent: The Training Ship State of Maine is experiencing some propulsion control and automation related troubles as identified below. It is the intent of this SOW to employ the services of TMS to supply both materials and troubleshooting/repair services as necessary to remedy these troubles.

Location: The Training Ship State of Maine is berthed at her pier at the Maine Maritime Academy, 1 Water Street, Castine, ME 04420.

Performance Period: It is the intention of this SOW to start this work as soon as possible after award as there may be some long lead time materials that will need to be purchased. Completion and testing of these repairs must be performed prior to April 1, 2011.

ITEM 0001-Troubleshooting and Repair Services: The Contractor shall perform various troubleshooting and repair services to address the following troubles and/or concerns:

1. Some edgewise meters no longer display pitch or RPM.
2. Pitch and EOT repeaters on bridge are not providing proper indications.
3. Existing EOTs are unconventional and need to be replaced with ones agreeable to the Captain/Chief Engineer/Chief Mate.
4. The neutral position of the engine throttle controls does not correspond to neutral thrust.
5. Miscellaneous other control/automation troubles as identified by the Chief Engineer.

These services (including travel time) shall be billed at the flat rate of \$120.00/hr for the technician and shall not exceed a total of \$25,000.00 without prior authorization via a change order issued by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) as defined in ITEM 0004 below.

ITEM 0002 - Per Diem and Travel: The contractor's travel and per diem shall be billed at cost up to the maximum allowable US Government rates. The total cost for travel and per diem shall not exceed \$8,000.00 without prior authorization via a change order issued by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR).

ITEM 0003 - Supplemental Labor: Supplemental labor, if necessary, shall only be authorized via a change order issued by the Contracting Officer (CO) or Contracting

Officer's Technical Representative (COTR) using the rates provided in ITEM 0001 above. No other party but the CO or COTR may task changes or supplementals. The contractor shall be prepared to provide up to 40 hours of additional labor at the rates stated in ITEM 0001 above, if authorized.

ITEM 0004 - Supplemental Material: Supplemental materials, if required, shall only be authorized via a change order issued by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR). The Contractor shall be prepared to provide up to \$20,000 in materials, if authorized.

TS STATE OF MAINE Propulsion Controls and Automation Repairs

The following FAR and Transportation Acquisition Manual (TAM) provisions and clauses apply to this solicitation 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

52.204-7 Central Contractor Registration;

52.212-1 Instructions to Offerors-Commercial Items;

52.212-3 Alt I Offeror Representations and Certifications - Commercial Items

(Offerors are required to include a completed copy of this provision with their quote or a statement stating that it is available via the ORCA website, <http://orca.bpn.gov>.)

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 designed by the Contracting Officer to apply to the solicitation:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (over 25K)

52.219-28 Post-Award Small Business Program Representation.

52.222-3 Convict Labor,

52.222-19 Child Labor - Cooperation with Authorities and Remedies,

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

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

TS STATE OF MAINE Propulsion Controls and Automation Repairs

52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Over 25K)
52.225-13 Restrictions on Certain Foreign Purchases, and
52.232-33 Payment by Electronic Funds Transfer --Central Contractor Registration
52.222-41 Service Contract Act
52.215-5 Facsimile Proposals: (757) 443-5982
52.223-18 Contractor Policy to Ban Text Messaging While Driving
1252.223-73 Seat Belt Use Policies and Programs
MCL.H-2 Supplemental Work Requests (Subparagraph (d)(10) is \$5,000.00)
MCL.H-3 Indemnity and Insurance
MCL.H.4 Indemnity and Insurance (Additional) (All limits up to \$5,000,000.00 are revised to \$1,000,000.00 for this solicitation)
MCL.H-6 Standards of Employee Conduct
MCL.H-10 Supplemental Growth Requirements
MCL.H-11 Disposition of Removed Equipment and Scrap
MCL.H-12 Maritime Liens, No Authority to Incur
MCL.L-2 Agency Protests

APPLICABLE SERVICE CONTRACT ACT WAGE DETERMINATION: The Service Contract Act wage determination applicable to this requirement is available online at the following address:
<http://www.wdol.gov/wdol/scafiles/std/05-2241.txt>

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

TS STATE OF MAINE Propulsion Controls and Automation Repairs

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