

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

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

1. DATE OF ORDER 04/14/2011		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. DTMA-92-P-2011-0050		4. REQUISITION/REFERENCE NO. MA-PR615-20110339		a. NAME OF CONSIGNEE TS KENNEDY	
5. ISSUING OFFICE (Address correspondence to) U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204				b. STREET ADDRESS Massachusetts Maritime Academy 101 Academy Drive	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR Q000U00\$A0P\$U\$E\$AQQ0E\$A\$U00A\$C\$E\$N\$N\$A\$NUP\$AU0P\$U000UD				8. TYPE OF ORDER	
b. COMPANY NAME DUNS #043640643				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Solicitation Quote	
c. STREET ADDRESS 606 TEN ROD RD UNIT 6				<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.	
d. CITY NORTH KINGSTOWN		e. STATE RI	f. ZIP CODE 02852-4222		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE DIV. of ATLANTIC OPERATIONS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<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					Destination
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/30/2011
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)
	The purpose of this purchase order is for the replacement of existing door and door frame to the AFT entrance to the bridge onboard the T.S. KENNEDY with a new Government-Furnished door and door frame. 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				\$8,175.00
	b. STREET ADDRESS (or P.O. Box)		P.O. BOX 25710				\$8,175.00
c. CITY		d. STATE	e. ZIP CODE				
OKLAHOMA CITY		OK	73125				

22. UNITED STATES OF AMERICA BY (Signature)

Monique R. Leake

23. NAME (Typed)
Monique Leake
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/14/2011	CONTRACT NO.	ORDER NO. DTMA-92-P-2011-0050
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204 Mark For: TS KENNEDY Massachusetts Maritime Academy 101 Academy Drive Buzzards Bay MA 02532 Accounting Info: 70X1750SMR.2011.120SMP1070.0000160000.25711. 61006600 Period of Performance: 04/18/2011 to 05/13/2011					
0001	Perform Aft Bridge door removal, installation and relocation of electrical switches in accordance with the attached SOW.				3,275.00	
0002	Supplemental Labor	20	HR	70.00	1,400.00	
0003	Supplemental Material				1,000.00	
0004	OPTION - Provide asbestos removal in accordance with attached SOW. 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. The total amount of award: \$8,175.00. The obligation for this award is shown in box 17(i).				2,500.00	

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

\$8,175.00

STATEMENT OF WORK

TITLE: T.S. KENNEDY – REPLACE THE EXISTING DOOR AND DOOR FRAME AT THE AFT ENTRANCE TO THE T.S. KENNEDY BRIDGE WITH A NEW GOVERNMENT FURNISHED DOOR AND FRAME

ABSTRACT AND INTENT: The T.S. KENNEDY is a U.S. Government owned “Public Nautical School Ship” provided to the Massachusetts Maritime Academy for the purpose of training young men and women for a career in the U.S. Maritime Industry. It is the intent of this Statement of Work (SOW) for the Contractor to provide all labor, materials, and services (except where noted as being government furnished) to accomplish the following in accordance with all applicable U.S. Coast Guard (USCG) Regulations and American Bureau of Shipping (ABS) Rules:

INTENT: It is the intent of this Work Item to replace the existing door and door frame at the aft entrance to the T.S. KENNEDY bridge with a new government furnished door and frame. In addition, the three light switches currently installed in the existing door frame shall be removed and reinstalled adjacent to the new door (but not in the new frame). The Work will include joiner work to blend the new door jams into the existing structure. Contractor shall be aware that the joinery panels above and to each side of the door contain asbestos. It is uncertain if this work will require removal of the existing asbestos panels.

LOCATION AND PERIOD OF PERFORMANCE: All work shall be performed aboard the T.S. KENNEDY which is moored at her pier located at the Massachusetts Maritime Academy, 101 Academy Drive, Buzzards Bay, MA 02532. Work shall begin as soon as possible after award and shall be completed prior to May 13, 2011. Work hours shall be from 0800 to 1530 hrs. Monday through Friday with the exception of Federal and Massachusetts State holidays. Hot work shall not be permitted after 1530 hrs.

GENERAL REQUIREMENTS: The Contractor shall provide **ALL** labor, materials and services (except where noted as "Government Furnished" or “GFM”) in order to accomplish the “Intent” of this SOW and all work described herein. The Contractor shall provide all labor and materials to accomplish the following in accordance with all USCG regulations, ABS Rules and local, state and federal asbestos abatement procedures (if applicable).

WORK SCOPE

CLIN 001 Door removal, installation and relocation of electrical switches:

1. Remove the existing door and frame at the aft entrance to the bridge to include the three, 120 volt switches and their wiring.

2. **If required**, complete CLIN 0004 using a licensed asbestos abatement company, remove the asbestos panels (above and on each side, both inside and outside of the passageway). Install new A-60 joinery panels (to replace the removed panels) as required to accept the new door, frame and extension jams installation.

3. Install the GOVERNMENT FURNISHED door, frame, and hardware.

4. Supply and/or manufacture extension jams to provide a finished appearance and blend the newly installed door with the surrounding joiner systems.

5. Re-route the existing three switches in the new panel located to the starboard side of the door. The three switches shall be installed in three separate switch boxes. Attach (by mig welding) a metal tab on the new door to activate the push button door switch.

Notes:

Doors shall be operable from both sides and shall be complete with latches, locks, key hooks, holdbacks, bumpers, and closers as required. Reinforcing plates are provided in way of door closers.

The contractor shall use the attached door inspection form to present the completed door installation (Enclosure 1).

As final acceptance the contractor shall prove the operation of the door to the COTR.

In the event that these specifications fail to designate a specific ripout that is needed to complete the work in the specifications or is obviously necessary to complete a particular task of the installation, it shall be deemed that the ripout is normal and covered by good shipbuilding practice and is the responsibility of the Contractor. Ripouts are to be accomplished with as little damage to adjacent structure as is possible in the normal course of work, except that any asbestos removal to be to the nearest existing joint and no cutting of the asbestos panels will be allowed.

All ripout materials that are not scheduled for relocation or for shipment back to the OWNER shall be disposed of properly by scrapping or recycling at the Contractors option. This includes, but is not limited to, steel, wood products, insulation, deck coverings, etc.

The OWNER cannot be held liable for improper disposal of any materials.

The OWNER hereby informs the Contractor that the existing vessel does contain asbestos. The Contractor is specifically required to provide certification that the Contractor is a certified asbestos abatement contractor or that the Contractor has engaged a certified asbestos abatement subcontractor. This certified Contractor or Subcontractor is responsible for the proper removal from the vessel and subsequent proper disposal of asbestos containing materials that originate from the vessel.

CLIN 002: Supplemental Labor

Description: Additional work is not expected beyond the scope of this SOW, however it is requested that a stabilized labor rate be provided applicable to any emergent work that may

evolve. For pricing purposes, the bidder shall provide a stabilized rate, with extended pricing, for a total of 20 man-hours of supplemental labor. This funding, if required, shall be issued by the COTR via a Change Order.

CLIN 003: Supplemental Material

Description: Additional materials are not expected beyond the scope of this SOW; however, it is requested that the bidder make allowance for up to \$1,000 in supplemental material charges. This funding, if required, shall be issued by the COTR via a Change Order. Invoices for these materials shall be pr

CLIN 004: Asbestos Removal (Option)

The Contractor shall, as part of this Contract, engage the services of a certified asbestos subcontractor (unless the Contractor has in-house capability) to remove and dispose of properly all asbestos associated with the performance of CLIN 0001 of this Statement of Work. The Contractor shall perform a survey of the vessel to determine the amount of asbestos removal required. The OR and Contractor shall make a survey prior to the acceptance of this work as completed. A survey report shall be submitted to the COTR for approval.

VENDORS/SUBCONTRACTORS

Joiner Subcontractor

Contractor may, as part of this Contract, engage the services of a Joiner Subcontractor to provide the services to accomplish the work scope defined in this specification. Sub-contractors must prove to be capable and must be approved by the OWNER.

Vendor Listing

The Contractor shall provide the OR with a listing of major Vendors and Subcontractors being employed on the contract. The list shall include name; address; telephone and fax numbers; e-mail address; purchase order or contract number; and an equipment or service description. This list will be for the purpose of enabling the OWNER to effectively communicate with vendors and subcontractors working on the job and to give a baseline for the entry of the vessel as converted into the OWNER electronic contact system.

An initial Vendor/Contractor List shall be provided not more than 10 days after contract signing and shall be updated, as required, every 10 days thereafter over the course of the contract. At the OWNER request, the CONTR will make arrangements for the OWNER (at the OWNER expense) to visit the Vendor's or Subcontractor's facility for the purpose of quality assurance and/or testing.

Coverings

Prior to the application/installation of paint, deck covering, insulation, sheathing, joiner work, ceilings, etc., all structure and weld that is to be covered will be given final inspection and will be signed off on by the OR. It must be clearly understood by the Contractor that the OR has the right and option to require removal of any or all coverings for inspection in areas that have not been previously inspected and passed.

MATERIALS AND WORKMANSHIP

Material General

All material, unless otherwise specified herein, shall be of commercial quality; suitable for marine environment; and shall conform to ASTM, Federal, Military, SAE, ABS, and USCG (CFR) requirements. All materials shall be free from imperfections of manufacture and from defects, which adversely affect appearance or serviceability.

Workmanship General

All workmanship shall be first-class in all respects. All material, machinery, equipment, pieces and/or parts specified herein and installed in the converted vessel shall be suitable for the marine service intended.

SAFETY AND SECURITY: The Contractor shall adhere to all safety procedures employed aboard the ship by the Massachusetts Maritime Academy to include the following:

PPE: All persons working aboard the ship shall employ the proper personnel protective equipment (PPE) for the work being accomplished. At a minimum, hard hats, safety glasses and work shoes are required.

Hot Work: All areas requiring hot work shall first be certified "safe for hot work" by a certified Marine Chemist. These areas shall be maintained as such during the period of this contract by a certified Competent Person employed by the Contractor. In addition, all hot work shall require a signed T.S. KENNEDY hot work permit from one of the ship's officers in order for the ship's crew to be cognizant of where and when hot work is taking place. A proper fire watch shall be employed on each side of a surface where hot work is taking place unless, of course, the other side of the surface has been inerted. Use of the ship's portable extinguishers is not permitted except in an emergency. The Contractor's portable extinguishers shall be maintained fully charged at the beginning of each work day. There shall always be not less than one fully charged extinguisher at each location where hot work is being performed.

Tripping Hazards: All Contractor's equipment, including hoses and cables, shall be positioned in a manner not to cause a tripping hazard or obstruct passageways. Cables and hoses shall not be lead through doorways or down ladder ways whenever possible. If it is required that a cable or hose be run through a doorway or watertight door, they shall be protected by running them

through a short section of heavy walled pipe. All hoses, cables and the short section of piping shall be removed from all doors (including watertight doors) at the end of each work day.

Oxy-Acetylene: All oxygen and acetylene bottles shall be kept on the pier and secured along the dock. The Contractor shall be aware that the ship can shift with the changing tides and currents and that sufficient excess hose must be supplied. All oxygen and acetylene hoses shall be disconnected at their bottles at the end of each work day and coiled up such that no hoses or sections of piping are left passing through any doors. All hoses shall be in good condition without signs of any visible damage.

Welding and/or Electrical Cables: The Contractor shall be aware that the ship can shift with the changing tides and currents and that sufficient excess cable must be supplied. During the work day, any welding cables or electrical cables shall be run through short sections of heavy wall steel piping where they pass through any water tight doors. These cables shall be disconnected at the end of each work day and coiled up such that no cables or sections of piping are left passing through any doors. All cables shall be in good condition without splices, damaged insulation or exposed conductors.

Lock out/Tag Out: All work involving any stored energy (electricity, fluids under pressure, etc.) shall require that the device be locked out/tagged out in accordance with the T. S. KENNEDY's lock out/tag out procedures. The Contractor shall receive written permission from the Chief Engineer prior to energizing or de-energizing these devices. This permission shall be accomplished by way of an entry in the ship's lock out/tag out record book by one of the engineering officers. Requests for lock out/tag out shall be made not less than 2 hours before requiring them. The Contractor shall provide their own locks and tags. A minimum of two valve protection (or a valve and blind flange) shall be employed at all times on any sea water piping during the execution of this SOW.

Working Aloft: All persons needing to work aloft shall do so in accordance with the ship's going aloft procedures. Permission to work aloft shall be obtained by the Chief Mate by way of a signed working aloft permit. The Contractor shall provide their own safety harnesses and gear.

Confined Space Entry: No person may enter a confined space without a safe for entry (safe for workers) permit issued by a Marine Chemist. These areas shall be maintained as such during the period of this contract by a certified competent person employed by the Contractor.

Smoking: Smoking is not permitted aboard the ship.

TWIC: All persons working aboard the ship shall be in possession of a Transportation Worker's Identification Credential (TWIC). All persons with a TWIC shall be provided a temporary access card which will require scanning at each boarding and disembarking of the ship. Quick trips to the pier for tools or the like shall not require scanning in/out providing the cadet watch is informed and the Contractor's employee remains within sight of the watch. A list of all employees working this SOW shall be provided by the Contractor to the Chief Mate before the start of the work and whenever any personnel changes are made.

LOADING OF TOOLS AND/OR EQUIPMENT: Contractors shall be permitted to load/unload tools and materials at the Academy pier alongside the ship. The ship's crew shall make every effort to operate the ship's cranes when needed for small items such as "gang" boxes and light materials (less than 1,000 lbs). Request for this service shall be made at least one day prior to needing the crane. Availability of the ship's cranes is not guaranteed. Loading of heavy and/or bulky materials shall be the responsibility of the Contractor.

PARKING: Vehicle parking is limited. If parking becomes overcrowded, it may be necessary for the Contractor to shuttle workers to and from the ship from a remote parking area approximately ¼ mile away. Parking permits shall be required for any vehicles parked along the pier. These permits may be obtained from the Chief Mate for a limited number of vehicles based on the Academy's other activities during the execution of this SOW.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-50, effective March 16, 2011.

The following FAR, Transportation Acquisition Manual (TAM), and MARAD local 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;

52.212-4 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:

52.222-3 Convict Labor,

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

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

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

52.222-41 Service Contract Act

52.223-18 Contractor Policy to Ban Text Messaging While Driving

52.246-4 Inspection of Services—Fixed-Price

DTMA-92-P-2011-0050

T.S. KENNEDY – Bridge Door Replacement

1252.223-73 Seat Belt Use Policies and Programs

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 WAGE DETERMINATION: The following Department of Labor Service Contract Act Wage Determination is applicable to performance of work at the Massachusetts Maritime Academy, Buzzards Bay, MA. WD 05-2259 (Rev.-11) was first posted on www.wdol.gov on 06/22/2010. The wage determination may be viewed on-line at:
<http://www.wdol.gov/wdol/scafiles/std/05-2259.txt>

SECURITY: Contractor shall be responsible for obtaining installation access as required, for vehicles and personnel needed at the work site. Contractor personnel shall report to the Department of Transportation, Maritime Administration (MARAD), Division Atlantic Operation (DAO), COTR, Mr. Jeff Brown, at (757) 694-5505, or Jeffrey.h.brown@dot.gov, before performance of work. Contractor shall observe applicable personnel security directives in place at the Massachusetts Maritime Academy.

DAMAGE TO GOVERNMENT FACILITIES: Damage to any facility, interior/exterior equipment, or systems caused by the contractor, as a result of work performed under this contract, shall be repaired by the contractor at his/her own expense. The contractor shall be required to repair or replace all items and components, to return the damaged area to its condition before the damage incident.

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
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