

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR615.5-20110067		PAGE OF 1 4		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 09/27/2011	4. ORDER NUMBER DTMA-92-P-2011-0147		5. SOLICITATION NUMBER DTMA-92-Q-2011-0086		6. SOLICITATION ISSUE DATE 09/16/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EILEEN WILLIAMS		b. TELEPHONE NUMBER (No collect calls) (757) 322-5824		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 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 JRRF, Fleet Operations Group James River Reserve Fleet END of HARRISON ROAD BUILDING 2606 FT EUSTIS VA 23604			CODE MAR-615.5	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 601996242	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)	
HARBOR WELDING, INC. 935 HARBOR RD WANCHESE NC 27981-9617		TELEPHONE NO.	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	
0001	METAL WELDING AND CUTTING SERVICES Amendments 000001 thru 000003 hereby incorporated. Accounting Info: 70XR161710.2011.97176HEW00.1161000000.25305.610066 00 / 7011617176HEW0 Period of Performance: 09/27/2011 to 12/31/2011 Metal welding and cutting services, equipment, and materials in accordance with the attached SOW. Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			600	HR	65.00	39,000.00	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$48,000.00		
<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 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 HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>Harbor Welding</u> OFFER DATED <u>09/21/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001 thru 0003				
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) EILEEN WILLIAMS		31c. DATE SIGNED 09/27/2011		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Straight time welding METAL WELDING AND CUTTING SERVICES Equipment Rental	1	MO	3,000.00	3,000.00
0003	METAL WELDING AND CUTTING SERVICES Consumables The total amount of award: \$48,000.00. The obligation for this award is shown in box 26. 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.	1	LO	6,000.00	6,000.00

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 <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	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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

52.203-6 Restrictions on Subcontractor Sales to the Government

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns

52.219-8 Utilization of Small Business Concerns.

52.219-9 Small Business Subcontracting Plan *Alternate II (Oct 2001)*.

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:

52.219-28 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)

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 (The Service Contract Act wage determination applicable to this requirement is available online at the following address: <http://www.wdol.gov/wdol/scafiles/std/05-2543.txt>)

52.217-8 Option to Extend Services

52.232-18 Availability of Funds.

52.223-18 Encouraging Contractor Policy to Ban Text Messaging While Driving

1252.223-73 Seat Belt Use Policies and Programs

1252.242-73 Contracting Officer's Technical Representative

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

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-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

SOLICITATION - DTMA-92-Q-2011-0086-AMENDMENT 000003 (Revised SOW)

STATEMENT OF WORK (SOW) WELDING & CUTTING SERVICES

General:

The anchorage at the James River Reserve Fleet (JRRF) is located approximately 20 miles above the mouth of the river. The shore side facility is located on U.S. Army Fort Eustis, Virginia and requires access to the Fort in order to reach the Fleet site. There are 25 ships in the Fleet anchorage, along with several small harbor craft used to service the Fleet at the Fleet location. The Fleet's hours of operation are 0700-1730, Monday through Thursday.

The Contractor's rates will be based upon working four eight hour days.

GOVERNMENT FURNISHED EQUIPMENT (GFE) AND SERVICES:

James River Reserve Fleet to provide the following:

- Marine Chemist Service
- Fire watches
- Lay down area for job boxes and gear
- General services such as air, electricity and crane support

James River Reserve Fleet will attempt to identify any area that may contain asbestos, lead paint, heavy metals and ensure those area identified are safe for personnel to perform the task required. The Contractor is responsible for raising any concerns with the COTR or designated JRRF staff should previously unidentified hazardous conditions be suspect in the work areas prior to commencing activities in that area.

Work Statement:

The Contractor shall provide Welder & Shipfitter services, as needed, at the JRRF. Welding will include, but is not limited to, prepping surfaces and using established welding procedure to attach or reattach structures, deck fittings, and plates on barges, boats, or ships at the fleet site. Metal removal includes but it not limited to removing damaged or unwanted structures, deck fittings, and plates on barges, boats, or ships at the fleet site using gas cutting equipment or powered equipment. All materials incidental to this work shall be provided and billed separately.

The Contractor shall commence performance of work after direction from the COTR or the designated JRRF staff that welding and shipfitting services are required.

An acceptable invoice must be presented for payment that includes all charges in detail including:

1. The hours of the day that service was provided at the JRRF, the hourly rate and the total for all hours.
2. A detailed list of materials.

Prior to departing the JRRF, the team leader shall provide a brief of the day's activities to the COTR or designated JRRF staff. Completed task will be reported to the COTR or designated JRRF staff for inspection and acceptance.

The JRRF's safety and environmental policies will be followed at all times while on the premises. A copy of each will be given to the Contractor's team leader at the commencement of the job. Each individual will require a safety and environmental brief the first visit to the Fleet.

DTMA-92-P-2011-0147 (CONT'D)

CLIN 0001 Welding or Cutting Metal:

Contractor shall provide Welder and Shipfitter services to include, at a minimum, a Certified Welder, to perform welding or cutting as needed and as directed by the COTR designated JRRF staff. (All other labor categories are at the Contractor's discretion).

The Contractor shall designate one member of the team as the team leader who will be responsible and ensure that the other team members complete their assignments. Welding will be accomplished in accordance with standards and procedures acceptable to the government. The Contractor will provide a welding procedure proposal before beginning work.

CLIN 0002 Equipment:

The Contractor shall provide the appropriate equipment necessary to perform the work.

CLIN 0003 Consumables:

The Contractor shall provide consumables (i.e., weld rod, grinding wheels, oxygen/acetylene, etc)

COTR: Contracting Officer Technical Representative is Mr. Martin Walker.

Period of Performance: Time of award through 12/31/2011