

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 01/18/2011	2. CONTRACT NO. (If any)	6. SHIP TO: Tracey L. Ford			
3. ORDER NO. BPC11000004	4. REQUISITION/REFERENCE NO.	a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-500			
5. ISSUING OFFICE (Address correspondence to) DOT/MARITIME ADMINISTRATION 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590		b. STREET ADDRESS 1200 New Jersey Ave., SE, MAR500, W28-201			
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20590	
a. NAME OF CONTRACTOR Rizandy B. Cortez, PE		f. SHIP VIA			
b. COMPANY NAME R.B Cortez Engineering		8. TYPE OF ORDER			
c. STREET ADDRESS 225 Juanita Way		<input type="checkbox"/> a. PURCHASE		<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 Deidedo		e. STATE GU	f. ZIP CODE 96929-5366		
9. ACCOUNTING AND APPROPRIATION DATA 2011 - - 70X55 - 60PGA - 1P - GACO - - N500 - 0000151 - - 001 - 25 - 704 - 6100 - 6600 - -		10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-380			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" 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					12. F.O.B. POINT Destination
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

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)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Tammy Curnett				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$250,000.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Bruce Markman TITLE: CONTRACTING/ORDERING OFFICER
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Line Item Summary	Document Number BPC11000004	Title Support Services - Mod 0001	Page 2 of 2
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Total Funding: \$250,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011	70X55	60PGA	1P	GACO		N500	0000151		001	25	704
Division	Closed FYs	Cancelled Fund									
6100	6600										

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Civil Engineer		1.00	LOT	\$250,000.000	\$ 250,000.00
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(01/24/2011 to 02/02/2012)

Temp Civil Engineer, hourly rate of \$120.00, totalling 2,080 hours, full-time, on-site for the Guam Modernization Project. The responsibilities include project management for the duration of the construction requirement. The Period of performance is for one base year, with two option years. Funds have been incrementally funded for the base year.

Paid Guam holidays for FY 2011 - March 7th, April 22nd, and July 21st; Federal holidays - February 21st, May 30th, Sept 5th, Oct. 10th, Nov. 11th and 24th, Dec 26th.

Funding Information:

2011 - - 70X55 - 60PGA - 1P - GACO - - N500 - 0000151 - - 001 -
25 - 704 - 6100 - 6600 - -
\$250,000.00

Total Cost: \$250,000.00

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COMMERCIAL CLAUSES

1 52.252-02 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 this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.213-02	Invoices	April 1984
52.213-03	Notice to Supplier	April 1984
52.217-08	Option to Extend Services	November 1999
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-41	Service Contract Act of 1965	November 2007
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-16	Progress Payments	August 2010
52.232-18	Availability of Funds	April 1984
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.242-15	Stop-Work Order	August 1989
52.243-01	Changes--Fixed Price	August 1987
52.247-29	F.o.b. Origin	February 2006
52.247-34	F.o.b. Destination	November 1991
52.247-35	F.o.b. Destination, Within Consignee's Premises	April 1984
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

2 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

SECTION I -- CONTRACT CLAUSES

I.1 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL
YEAR

APRIL 1984

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

STATEMENT OF WORK

Civil Engineer – Port of Guam Modernization Project

BACKGROUND

The Maritime Administration (MARAD) is working with port authorities to plan, design, construct, and manage the upgrade, rehabilitation, and modernization of port facilities to enhance the transportation of goods and people within the United States and its Territories. MARAD is partnering with the Port of Guam (PAG) to meet their development goals through programming, planning, and management of their construction projects. MARAD also assists in overseeing schedules, coordination with community groups, streamlining the environmental process to obtain permits and records of decision, direction, and oversight of contractor activities, interface with major stakeholders, and other necessary project activities. These activities must be accomplished on site while maintaining strict budget and schedule deadlines. In order to accomplish this work, MARAD is seeking a Civil Engineer for the Port of Guam Modernization on Project to serve as a full-time on-site project engineer with project management responsibilities for the duration of the construction requirement. Relocation expenses will not be paid under the requirement.

FUNCTIONAL INTERFACE

The overall process flow is that MARAD works for the port authority to consult with and accomplish their development and construction goals. MARAD has a prime contractor in place to complete the development and construction requirements. The selected individual will report directly to MARAD (Director, Office of Infrastructure Development and Congestion Mitigation or designated representative), while informally communicating with the port authority and prime contractor to complete the agreed upon work.

STATEMENT OF WORK

To meet this challenge, the U.S. Department of Transportation (DOT) Maritime Administration (MARAD) is seeking a skilled and licensed civil engineer, who has a degree in civil engineering, preferably a Master degree in Project Management, and a minimum of 15 years of experience in heavy construction planning, design, inspection, and project management. The selected individual will perform majority of his or her work on-site, assisting with on-going and anticipated modernization activities administered by MARAD. It is anticipated that travel will also be required.

The individual selected will provide technical and project management expertise as directed by the Director, Office of Infrastructure Development and Congestion Mitigation or designated representative. These services will fall within the following general categories:

- Program and project management for port infrastructure planning and construction
- Conceptual engineering,
- Environmental documentation
- Permitting
- Engineering
- Design management
- Construction management, as well as coordination with and support to the Department of Defense as may be required.

The services needed are briefly described below. The descriptions are not intended to represent each and every type of service that may be needed under this contract. As such, they should not be construed as limiting the nature or breadth of services that might eventually be included under this contract.

OBJECTIVE

The contractor shall act as the Maritime Administration's on-site technical representative in monitoring contract performance, assessing work quality, monitoring progress, reviewing design or engineering change requests and evaluating conditions or changed conditions of the project, and making appropriate recommendations to the Maritime Administration to ensure proper execution of the contract and project. The contractor will have limited authority (observing and reporting on the project), and will be a member of MARAD's Project Management Office (PMO) team.

REQUIRED KNOWLEDGE WILL INCLUDE, BUT IS NOT LIMITED TO

- Heavy construction experience
- Project Planning, design, scheduling (CPM/PERT), control (EVM), and evaluation
- Construction documents, handling project information, development of inspection plan
- Specifications and drawings
- Contract administration
- Construction law and labor relations
- Risk allocation and liability sharing
- Preconstruction processes
- Value Engineering, measurement and payment
- Claims and dispute
- Project closeout

SPECIFIC DUTIES REQUIRED, BUT NOT LIMITED TO

- Assisting MARAD's prime contractor in the development of plans, programs, schedules, reports, and budgets required for engineering activities.

- Participating as necessary in the bidding and contract award phases of projects,
- Review and comments on specifications, plans, drawings and other documents,
- Providing technical support and advice,
- Participation in conference calls, meetings, and other on-site and off-site functions.

REQUIREMENTS

- BS in Civil Engineering (Masters Degree in Project Management preferred).
- More than 15 years' relevant experience in heavy construction planning, design, inspection, and project management.
- Licensed engineer with the ability to obtain Reciprocity in the assigned project area.
- Experience in federal contract management and administration.
- Experience in reviewing cost/schedule/performance reports and change impacts.
- Our preference is for someone already living in geographical proximity to Anchorage.
- MARAD confidentiality agreement must be signed.
- Contracting Officer Technical Representative (COTR) training/certification is preferred.

DELIVERABLES

- All required reports are to be submitted to MARAD (Director, Office of Infrastructure Development and Congestion Mitigation or designated representative).
 - Daily and weekly progress reports must be typed and include documentation to support completed weekly work activities. These reports should include hours worked and correspond with weekly time and attendance reports.
 - Maintain daily log of project activities using standard engineering protocols. This log and all other papers, logs, drawings, specifications, notes, and technical data are the property of MARAD.
 - During construction season, prepare daily construction reports for each project activity (form has already been prepared).
 - Other reports such as monthly, quarterly, and special reports may be directed.
- Participate in regular progress meetings and conference calls.

PERIOD OF PERFORMANCE

The period of performance is for one (1) year base period with two one (2) year options.

WORK SCHEDULE

- Work hours are between 0800 to 1630 which includes a half-hour lunch break and two fifteen minute breaks, five days per week.
- During the construction phase of the project, a more flexible work schedule can be accommodated; however, the contractor is to notify MARAD (Director, Office of Infrastructure Development and Congestion Mitigation or designated representative) within 24 hours of the work schedule change.

- Overtime *may be* required under this contract; however, all overtime must be pre-approved by MARAD (Director, Office of Infrastructure Development and Congestion Mitigation or designated representative) within 24 hours of the schedule overtime. If approved, overtime *is not to exceed a total of 24 hours* within a one-month period.

DUTY STATION

All work will be performed at the Port of Guam.

GOVERNMENT FURNISHED EQUIPMENT (GFE)

- MARAD will furnish GFE. IT Equipment includes computer/laptop, computer software, printer, fax, blackberry, and network access to the MARAD servers.
- MARAD will ensure that workspace is available for the contractor on the Port or near the construction site. Workspace is to be provided by the project manager contractor or the Port of Guam.
- MARAD will not provide a motor vehicle as GFE; however, will reimburse the contractor for mileage, car washes, and additional insurance premiums for the usage of privately owned vehicles (POV) or a contractor support vehicle while conducting government related activities in performance of the contract.

SECURITY CLEARANCE

The contractor is required to have a security clearance at time of award of the contract.

POINT OF CONTRACT: Judy Bowers, Contracting Officer, 1200 New Jersey Avenue, SE., 2nd Floor, Washington, DC 20590, (202) 366-1913; judy.bowers@dot.gov.