

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/01/2010		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. DTMA1V10491		4. REQUISITION/REFERENCE NO. PR600100145		a. NAME OF CONSIGNEE No Shipping Information			
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington DC 20590				b. STREET ADDRESS			
7. TO:		c. CITY		d. STATE	e. ZIP CODE		
a. NAME OF CONTRACTOR		f. SHIP VIA					
b. COMPANY NAME COMPASS SOLUTIONS CORPORATION		8. TYPE OF ORDER					
c. STREET ADDRESS 2760 Eisenhower Ave # 404		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:			<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 Alexandria	e. STATE VA	f. ZIP CODE 22314-4579		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
9. ACCOUNTING AND APPROPRIATION DATA 2010 - 70 - X4303 - RRF 969 - 80 - SAF - 00 - 0000 - 160000 - 70 - 106169 - 80 - SAF0 - 24020 - 6100 - 6600 -			10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-611				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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					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			12/31/2010			

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					\$10,000.00	17(i) GRAND TOTAL
	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				

22. UNITED STATES OF AMERICA BY (Signature) <i>Katina Barham</i>	23. NAME (Typed) Katina Barham TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/01/2010	CONTRACT NO.	ORDER NO. DTMA1V10491
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>VHS to DVD Conversion Qty 800</p> <p>The contractor must perform the following tasks: 1)Convert Five (5) MARAD Safety videos from VHS to DVD format as described in the attached Statement of Work. 2) Duplicate/Reproduce 100 Copies of Seven(7)different MARAD videos, which include two (2) already in DVD format. 3)Develop custom laser etched labels for each DVD, and a clear plastic jewel case for each DVD or other suitable cases which can withstand the rigors of the shipping process. 4)Using industry standard sampling procedures, conduct Quality Assurance checks to ensure that DVDs are acceptable for viewing with respect to both video and audio modes, when viewed on a television screen or computer (PC). 5) Package and distribute One hundred (100) DVD Ship Sets to MARAD activities, under cover of transmittal using signature service required, as indicated in a government provided distribution list. The remaining DVD Ship Sets will be delivered to MARAD COTR/TPOC at MARAD Headquarters. The number and video titles constituting a DVD Ship Set are defined in the attached Statement Of Work.</p> <p><i>Delivery Date</i> 12/31/2010</p> <p>Reference Requisition: PR600100145</p>	1.00	NTE	10,000.000	10,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$10,000.00

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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
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.212-03	Offeror Representations and Certifications - Commercial Items	August 2009
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	April 2010
52.232-36	Payment by Third Party	February 2010
52.239-01	Privacy or Security Safeguards	August 1996

2 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION OCTOBER 2003

As prescribed in 32.1110(a)(1), insert the following clause:

Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK

VHS to DVD Conversion, Reproduction and Distribution

Statement of Work:

The contractor must complete the following tasks to the satisfaction of the MARAD COTR/TPOC:

1. Convert the following MARAD Safety videos from VHS to DVD format.

- A. Back Injury, Slips, Trips, and Falls Prevention.
- B. Shipboard Safety Inspection Program.
- C. Electrical Safety Program
- D. Heat Stress, Sight, Hearing, and Respiratory Protection Program.
- E. Safety Awareness Program.

2. Create designated points on the converted DVDs in which the user can forward to the next designated scene.

3. Duplicate/Reproduce the following existing MARAD DVDs - One Hundred copies per DVD .

- A. Shipboard Drug and Alcohol Testing/Interactive Shipboard Drug and Alcohol Test.
- B. Bunkering and Oil Spill Prevention.
- C. Newly converted DVDs listed above in Task #1 Part A through E.

4. Develop custom laser etched labels for each DVD, and a clear plastic jewel case for each DVD or other suitable cases which can withstand the rigors of the shipping process.

5. Using industry standard sampling procedures, conduct Quality Assurance checks to ensure that DVDs are acceptable for viewing with respect to both video and audio modes, when viewed on a television screen or computer (PC). All duplicated/reproduced DVDs produced by the contractor under this task order must be acceptable for viewing in the judgment of the MARAD COTR/TPOC prior to shipment.

6. The following DVD must be included in the Safety Ship Set package, upon its receipt by MARAD from the producer the appropriate numbers of copywrited DVDs will be provided:

- A. Back Care for the Maritime Industry (one (1) DVD)
 - i. Part 1. Lift It Safely.
 - ii. Part 2. Minimize the Risk: the Role of Management.

7. A ship set must consist of the following videos:

- A. Back Injury, Slips, Trips, and Falls Prevention.
- B. Shipboard Safety Inspection Program.
- C. Electrical Safety Program
- D. Heat Stress, Sight, Hearing, and Respiratory Protection Program.
- E. Safety Awareness Program.
- F. Shipboard Drug and Alcohol Testing/Interactive Shipboard Drug and Alcohol Test.
- G. Bunkering and Oil Spill Prevention.
- H. Back Care for the Maritime Industry
 - i. Part 1. Lift It Safely.
 - ii. Part 2. Minimize the Risk: the Role of Management.

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8. Distribute the 100 DVD Ship Sets to MARAD activities, under cover of transmittal using signature service required, as indicated in a government provided distribution list. The finished DVD's will be shipped by the contractor to the following entities: 1) One (1) copy to each U.S. Maritime Administration (MARAD) Area Division, 2) One (1) copy to each Ship Manager, 3) One (1) copy to each Ready Reserve Force (RRF) and RRF-like vessel in care of the vessel's assigned Ship Manager. Addresses will be provided by the U.S. Maritime Administration (MARAD) Technical Point of Contact (TPOC) prior to shipment. The remaining DVD Ship Sets will be delivered to MARAD COTR/TPOC at MARAD Headquarters.

Deliverables:

1. Completed DVD Ship Sets distributed to designated MARAD activities ninety (90) days after receipt of order.

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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING AND SHIPPING

Shipment of videos must include one Office Copy for each of the Ship Managers.

RRF SHIP MANAGERS:

CROWLEY TECHNICAL MANAGEMENT, INC.

ATTN: CAPT Deborah Hennen
North Regency Two
9487 Regency Square Blvd.
Jacksonville, FL 32225

Phone: (904) 727-4140

SHIPS: CAPE WASHINGTON, CAPE WRATH, CAPE TAYLOR, CAPE TEXAS, CAPE TRINITY, CAPE INTREPID, CAPE ISLAND, CAPE ISABEL, CAPE INSCRIPTION, WRIGHT, CURTISS.

INTEROCEAN AMERICAN SHIPPING

ATTN: Vince Corry, Safety Director
302 Harper Drive, Suite 200
Moorestown, NJ 08057-5702

Phone: (856) 770-5641

SHIPS: GOPHER STATE, FLICKERTAIL STATE, CORNHUSKER STATE, PETERSBURG, PACIFIC COLLECTOR, PACIFIC TRACKER.

KEYSTONE SHIPPING SERVICES, INC

ATTN: CAPT Timothy O'Connor
One Bala Plaza East
Suite 600
Bala Cynwyd, PA 19004-1496

Phone: (610) 617-6918

SHIPS: CAPE RACE, CAPE RAY, CAPE RISE, CAPE KENNEDY, CAPE KNOX, CAPE VICTORY, CAPE VINCENT.

MARINE TRANSPORT LINES, INC.

ATTN: Pam Belser - Eng. Coordinator
North Charleston, SC 29405-2415

Phone: (843) 747-8172

SHIPS: CAPE EDMONT, CAPE DUCATO, CAPE DECISION, CAPE DOUGLAS, CAPE DIAMOND, CAPE DOMINGO.

MATSON NAVIGATION COMPANY, INC.

ATTN: Teri Sullivan
1521 Pier "C" Street, 4th Floor
Long Beach, CA 90813

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Phone: (562) 495-8692

SHIPS: CAPE JACOB

OCEAN DUCHESS, INC.
ATTN: CAPT Robert V. Sheen
16211 Park Ten Place
Houston, TX 77084-5113

Phone: (281) 579-3700

SHIPS: CAPE MAY, CAPE MOHICAN

PATRIOT CONTRACT SERVICES, LLC.
ATTN: Lisa Hernandez/CAPT Bob Sheehan
1320 Willow Pass Road, Suite 485
Concord, CA 94520

Phone: (925) 296-2000

SHIPS: ADM WILLIAM M CALLAGHAN, CAPE ORLANDO, CAPE FLATTERY, CAPE FAREWELL

PACIFIC GULF MARINE, INC.
ATTN: CAPT Dan Smith
401 Whitney Ave., Suite 511
Gretna, LA 70056

Phone: (504) 362-8121

SHIPS: CAPE HENRY, CAPE HORN, CAPE HUDSON, KEYSTONE STATE, GEM STATE, GRAND CANYON STATE

MAERSK LINE LIMITED
ATTN: Mr. Frederick K. Turgeon
FSS Program Manager
One Commercial Place, 20th Floor
Norfolk, VA 23510-2103

Phone: (757) 963-8842

SHIPS: DENEbola, REGULUS, ANTARES, CAPELLA, ALGOL, BELLATRIX, ALTAIR, POLLUX

MARAD RESERVE FLEET & AREA DIVISION OFFICES:

Department of Transportation
Maritime Administration
Division of Atlantic Operations (MAR-615)
ATTN: Ms. Susan Barba/CAPT Kurt Melow
7737 Hampton Blvd.
Bldg 19, Suite 300
Norfolk, VA 23505

Phone: (757) 322-5800

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Department of Transportation
Maritime Administration
Division of Gulf Operations (MAR-616)
ATTN: Deepak Varshney
500 Poydras Street, Suite 1223
New Orleans, LA 70130

Phone: (504) 589-2000x227

Department of Transportation
Maritime Administration
Division of Gulf Operations (MAR-616)
ATTN: Kris Verma
550 Fanin Street, Suite 1320
Beaumont, TX 77701

Phone: (409) 833-9696

Department of Transportation
Maritime Administration
Division of Pacific Operations (MAR-617)
ATTN: Simon Tao
201 Mission Street, Suite 1800
San Francisco, CA 94105-1905

Phone: (415) 744-2589

Department of Transportation
Maritime Administration
ATTN: Martin Walker, Manager
James River Reserve Fleet
2606 Harrison Road
Fort Eustis, VA 23604

Phone: (757) 887-3233x11

Department of Transportation
Maritime Administration
ATTN: Mike Pattison, Safety Officer
2600 Amoco Road
Beaumont, TX 77705-0415

Phone: (409) 722-3433

Department of Transportation
Maritime Administration
ATTN: Dan Bruce, Safety Officer
Suisun Bay Reserve Fleet
2595 Lake Herman Road
Benicia, CA 94510

Phone: (707) 745-0487

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
1252.219-71	Section 8(a) Direct Awards	April 2005