

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 08/31/2011		2. CONTRACT NO. (If any) DTMA1A07001		6. SHIP TO: a. NAME OF CONSIGNEE No Shipping Information	
3. ORDER NO. BPC11000014		4. REQUISITION/REFERENCE NO.		b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) DOT/MARITIME ADMINISTRATION 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590				c. CITY	
7. TO: a. NAME OF CONTRACTOR Tasha Manzano				d. STATE	
b. COMPANY NAME Midtown Personnel, Inc.				e. ZIP CODE	
c. STREET ADDRESS DBA Midtown Group 900 7th Street, NW				f. SHIP VIA	
d. CITY Washington		e. STATE DC	f. ZIP CODE 20001	8. TYPE OF ORDER	
9. ACCOUNTING AND APPROPRIATION DATA 2011 - - 7011 - 1750MA - 1P - A000 - 00 - 2 - 0000510 - - 700 - 25 - 215 - 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 a. INSPECTION		b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	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)
SEE LINE ITEM DETAIL						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO: Christy Remington						
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			\$100,200.00
						17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Delores Bryant TITLE: CONTRACTING/ORDERING OFFICER		
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Line Item Summary	Document Number BPC11000014	Title Fiancial Aid Program Service	Page 2 of 2
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Total Funding: \$100,200.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011	7011	1750MA	1P	A000	00	2	0000510		700	25	215
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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MAA-PR5202-20110018

0001	Temp Fiancial Control Officer		1.00	LOT	\$100,200.000	\$ 100,200.00
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(09/04/2011 to 07/27/2012)

Temp Financial Control Officer for the U.S. Merchant Marine Academy, Kings Point, NY, Office of Associate Administrator for Budget and Programs/Chief Financial Officer, at \$76.24 per hours, for a total of 1808 hours

Funding Information:

2011 - - 7011 - 1750MA - 1P - A000 - 00 - 2 - 0000510 - - 700 - 25 -
215 - 6100 - 6600 - -
\$100,200.00

Total Cost: \$100,200.00

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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

2 52.213-04 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS APRIL 2010
(OTHER THAN COMMERCIAL ITEMS)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-03, Convict Labor (JUNE 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (vii) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-01, Payments (APR 1984).
- (ii) 52.232-08, Discounts for Prompt Payment (FEB 2002).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (OCT 2008).

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(v) 52.233-01, Disputes (JULY 2002).

(vi) 52.244-06, Subcontracts for Commercial Items (APR 2010).

(vii) 52.253-01, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-05, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-01, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

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(x) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-06, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-02, Clauses Incorporated by Reference (FEB 1998). 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):

[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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Clause	Title	Date
52.246-16	Responsibility for Supplies	April 1984

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
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

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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
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-18	Availability of Funds	April 1984
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.243-01	Changes--Fixed Price	August 1987
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

STATEMENT OF WORK FINANCIAL CONTROL OFFICER

BACKGROUND: The contractor, as an independent contractor and not as an agent of the Government, shall provide non-personal accounting services to operate and manage the Financial Aid program in the Fiscal Control Office located in the Department of Resource Management at the U.S. Merchant Marine Academy (USMMA), Kings Point, NY, under the Office of Associate Administrator for Budget and Programs/Chief Financial Officer (CFO), Maritime Administration (MARAD).

The contractor will independently operate the program and submit periodic reports as necessary to the Assistant CFO to document monthly results, net assets and serve as the primary senior financial advisor for the Non-Appropriated Funds Instrumentality (NAFI). The contractor will coordinate and process all NAFI financial transactions and accounting operations, manual and automated, including administration of NAFI Human Resources.

The contractor shall manage and coordinates all phases of NAFI financial, business, accounting, and personnel operations. In addition, the contractor is responsible for providing technical guidance to higher management, as to accounting and internal control requirements, relative to the operations of all the non-appropriated funds of the USMMA programs..

PURPOSE: The purpose of this work is to provide Financial Aid Program Services at the U.S. Merchant Marine Academy, Maritime Administration, Office of the Associate Administrator for Budget and Programs/Chief Financial Officer

SERVICES REQUIRED: The contractor shall provide accounting services for all USMMA Non-Appropriated Funds Instrumentalities (NAFIs). The contractor will maintain the accounting and payroll records for all participating NAFIs, Midshipman Fee accounts, Human Resources, Reconciliation and or Review of all financial transactions including:

- 1) Banking,
- 2) Disbursements,
- 3) Collections,
- 4) Prepares documentation for New York State and/or Federal Taxes for NAFI entities/individuals,
- 5) Prepares various accounting, budgetary, statistical, and managerial reports for all levels of management,
- 6) Recommends solutions to all accounting/budgetary problems that impact NAFI programs, and
- 7) Evaluates and implements new initiatives and procedures to enhance the automated NAFI accounting/financial system(s).

The contractor will be responsible for coordination/implementation of the NAFIs programs and performs the following functions:

- Receives analyses, classifies, and reviews purchase orders, receiving reports, and vendor invoices for accuracy, validity, and completeness of accounting data. Assures that the appropriate general ledger accounts are being charged and also analyses documents for adequacy, accuracy of unit prices, and total costs.
- Coordinates the input of accounting data into NAFI automated systems and prepares all required schedules to maintain accountability records for payment to contractors, vendors, travelers and Government Agencies.
- Maintains a systematic, organized and accessible file for automated data which includes separate subsidiaries for receivables, payables, inventories and payments to NAFI employees/contractors. Reconciles this data with original input data, traces errors, and coordinates necessary accounting adjusting entries.
- Coordinates computerized data output and verifies it with manual data input, locates discrepancies, determines source of error and directs necessary remedial action before producing output data to the NAFI funds.
- Oversees bank reconciliations for all NAFI funds, initiates banking services such as deposits, verifications, money market, certificate of deposit transfers and issuing disbursement checks.
- Oversees all payroll functions for the NAFI employees usually on a bi-weekly basis or contractual employees including Midshipmen (work-study type payrolls) based on individual NAFI fund arrangements.
- Oversees in accruing all entries for taxes and preparing any required IRS/New York State documentation/forms for payment of these high visibility liabilities. Quarterly information tax returns, Federal and State, preparing and distributing 1099s (NAFI contractors), W-2s (NAFI employees), tax information to all NAFI individuals.
- Answers inquiries concerning the status of any NAFI document from all levels of management at the USMMA and/or from DOT/MARAD. Prepares year-end adjustments and acts as one of the primary liaison officers with the Department of Information Technology.
- Responsible to review, prepare and distribute to the appropriate authorities, financial statements for all NAFIs on a timely basis. These financial reports generally consisted of a balance sheet, cash flow report, revenue and expenditure statement, actual versus budget comparison report and comparative income statement (usually 30 days following the monthly close of business).
- Prepares budgetary reports as requested, comparing actual versus budgeted for different fiscal periods of time (usually comparing monthly, quarterly, or annually).
- Manages the Midshipman Fee process; including controlling all facets from interim budget request, final budgets, billing, collection through disbursing of these funds. Implementing and initiating appropriated governing procedures and automated data reports on an as required basis.
- Directly responsible for NAFI Human Resources matters as it pertains to:
 - 1) Coordination/implementation of Pay and Benefit processing, terminations, suspensions, classifications and compensation actions, benefit analysis/coordination/implementation;
 - 2) Interpretation of policies and statutory guidelines relating to a personnel transactions and initiatives;

- 3) Administers New York State mandated Workers Compensation Laws including New York State Statutory Disability programs as they apply to NAFI employees.
- 4) Administers Elective Salary Reduction deferrals (401K) for all eligible NAFI employees.
- 5) Administers Financial Aid delivery in accordance with Title IV of the DOE participation agreement. Ensures Academy is compliant with Cash Management and overall financial delivery issues.

REQUIRED KNOWLEDGE AND RESPONSIBILITY: Professional knowledge of private, Governmental and/or fund accounting and working knowledge of automated accounting systems, e.g., Creative Solution Incorporated (CSI), Progress, QuickBooks, PAYCHEX, etc. and other automated informational/managerial systems as necessary.

Professional knowledge of commercial accounting principles and procedures and their application to Non-Appropriated Funds; Federal and New York State Tax laws and automated payroll systems; and general knowledge of professional budgeting, managerial and accounting techniques.

A working knowledge of Maritime Administrative Orders (MAO) 400-8, MAO 400-11, MAO 440-2, and all other relevant Maritime Administration Orders; of Title IV of the US DOE guidelines (Blue book); and accounting terminology and coding classifications necessary to supervise the process of various transactions in a financial automated system.

The ability to reconcile machine records generated by an automated system with hard copies of the source documents; detect and correct coding input errors and make appropriate adjustments; and supervise and instruct subordinates in general accounting theories and principles.

Experience in solving accounting problems independently and recommend viable alternatives or solutions in an automated environment.

Working knowledge of personnel actions relating to classifications, compensations, employee relations, and fringe benefits administration; time and attendance issues, discipline, and fringe benefits entitlement procedures; EEOC, A/A, FLSA, FMLA, ADA, guidelines as they relate to NAFI employment and procurement issues as they pertain to NAFIs.

DELIVERABLES: Contractor to provide daily and weekly status reports as required by the Assistant CFO.

GUIDELINES: Guidelines consist of statutes, rules, regulations, policies and procedures governing federal government. Considerable judgment is required to interpret, apply, and adapt guidelines to resolve issues and problems.

PERIOD OF PERFORMANCE: The period of performance is one year from the start date. Contractor is required to have a security clearance. Work hours will be 8:00 A.M. to 5:00 P.M.

DUTY STATION: The contractor shall be required to work within the office of the Academy fiscal control office, located at the United States Merchant Marine Academy located at 300 Steamboat Road, Furusetth Hall, 2nd Floor, Kings Point, NY.

GOVERNMENT FURNISHED EQUIPMENT (GFE): The contractor shall be provided with appropriate computer equipment and network access to the MARAD/USMMA servers, a work station at the USMMA.

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