

2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>DTMA1R05014</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>09/08/2005</b>	6. REQUISITION/PURCHASE NUMBER <b>See Lines</b>
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7. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590  TEL: (202) 366-5757 ext.      FAX: (202) 366-3237 ext.	CODE <b>00091</b>	8. ADDRESS OFFER TO (If other than item 7) "https://voa.marad.dot.gov" DOT/Maritime Administration/MAR-380
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See blk 8 of the SF33 and L.2 of the RFP until 4:00 PM local time 10/06/2005  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Erica Williams	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 366-2803	C. E-MAIL ADDRESS erica.williams@dot.gov
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	37-44
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12-28	X	J	LIST OF ATTACHMENTS	45
X	D	PACKAGING AND MARKING	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	30	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	46-49
X	F	DELIVERIES OR PERFORMANCE	31				
X	G	CONTRACT ADMINISTRATION DATA	32-33	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	50-58
X	H	SPECIAL CONTRACT REQUIREMENTS	34-36	X	M	EVALUATION FACTORS FOR AWARD	59-60

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41. U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 2 of 60
--------------------------	---------------------------------------	---	------------------------

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	RRF Logistics and Spare Parts Support Services - BASE YEAR	0001	(02/01/2006 to 01/31/2007)	1.00	YR	\$ _____	\$ _____
	Provide non-personal RRF Logistics and Spare Parts Support IAW section C of the contract. Ref Req No: PROP0500072						
0001AA	Total Estimated Direct Labor Costs - BASE YEAR			1.00	YR	\$ _____	\$ _____
	Direct Labor Costs proposed should be fully burdened EXCLUSIVE of fee.						
0001AB	Other Direct Costs (Includes G&A) - BASE YEAR			1.00	YR	\$ _____	\$ _____
	ODC's are all costs exclusive of prime Direct Labor costs. If a subcontractor is used, those costs should be included here. Travel estimates should also be included here.						
0001AC	Base Fee - BASE YEAR			1.00	YR	\$ _____	\$ _____
	The fixed fee for the first six months of the contract shall equal one-half the total base fee plus award fee pool for the base year.						
0001AD	Total Award Fee Pool - BASE YEAR			1.00	YR	\$ _____	\$ _____
	The fixed fee for the first six months of the contract shall equal one-half the total base fee plus award fee pool for the base year.						

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 3 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0002	RRF Logistics and Spare Parts Support Services - OPTION YEAR ONE	(02/01/2007 to 01/31/2008)	1.00	YR	\$ _____	\$ _____ OPTION PERIOD
	Provide non-personal RRF Logistics and Spare Parts Support IAW section C of the contract.					
0002AA	Total Estimate Direct Labor Costs - OPTION YEAR ONE		1.00	YR	\$ _____	\$ _____
	Direct Labor Costs proposed should be fully burdened EXCLUSIVE of fee.					
0002AB	Other Direct Costs (Includes G&A) - OPTION YEAR ONE		1.00	YR	\$ _____	\$ _____
	ODC's are all costs exclusive of prime Direct Labor costs. If a subcontractor is used, those costs should be included here. Travel estimates should also be included here.					
0002AC	Base Fee - OPTION YEAR TWO		1.00	YR	\$ _____	\$ _____
0002AD	Total Award Fee Pool - OPTION YEAR ONE		1.00	YR	\$ _____	\$ _____

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 4 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0003	RRF Logistics and Spare Parts Support Services - OPTION YEAR TWO	(02/01/2008 to 01/31/2009)	1.00	YR	\$ _____	\$ _____ OPTION PERIOD
	Provide non-personal RRF Logistics and Spare Parts Support IAW section C of the contract.					
0003AA	Total Estimated Direct Labor Costs - OPTION YEAR TWO		1.00	YR	\$ _____	\$ _____
	Direct Labor Costs proposed should be fully burdened EXCLUSIVE of fee.					
0003AB	Other Direct Costs (Includes G&A) - OPTION YEAR TWO		1.00	YR	\$ _____	\$ _____
	ODC's are all costs exclusive of prime Direct Labor costs. If a subcontractor is used, those costs should be included here. Travel estimates should also be included here.					
0003AC	Base Fee - OPTION YEAR TWO		1.00	YR	\$ _____	\$ _____
0003AD	Total Award Fee Pool - OPTION YEAR TWO		1.00	YR	\$ _____	\$ _____

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 5 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0004	RRF Logistics and Spare Parts Support Services - OPTION YEAR THREE	(02/01/2009 to 01/31/2010)	1.00	YR	\$ _____	\$ _____ OPTION PERIOD
	Provide non-personal RRF Logistics and Spare Parts Support IAW section C of the contract.					
0004AA	Total Estimated Direct Labor Costs - OPTION YEAR THREE		1.00	YR	\$ _____	\$ _____
	Direct Labor Costs proposed should be fully burdened EXCLUSIVE of fee.					
0004AB	Other Direct Costs (Includes G&A) - OPTION YEAR THREE		1.00	YR	\$ _____	\$ _____
	ODC's are all costs exclusive of prime Direct Labor costs. If a subcontractor is used, those costs should be included here. Travel estimates should also be included here.					
0004AC	Base Fee - OPTION YEAR THREE		1.00	YR	\$ _____	\$ _____
0004AD	Total Award Fee Pool - OPTION YEAR THREE		1.00	YR	\$ _____	\$ _____

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 6 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0005	RRF Logistics and Spare Parts Support Services - OPTION YEAR THREE	(02/01/2010 to 01/31/2011)	1.00	YR	\$ _____	\$ _____ OPTION PERIOD
	Provide non-personal RRF Logistics and Spare Parts Support IAW section C of the contract.					
0005AA	Total Estimated Direct Labor Costs - OPTION YEAR FOUR		1.00	YR	\$ _____	\$ _____
	Direct Labor Costs proposed should be fully burdened EXCLUSIVE of fee.					
0005AB	Other Direct Costs (Includes G&A) - OPTION YEAR FOUR		1.00	YR	\$ _____	\$ _____
	ODC's are all costs exclusive of prime Direct Labor costs. If a sub is used, those costs should be included here. Travel estimates should also be included here.					
0005AC	Base Fee - OPTION YEAR FOUR		1.00	YR	\$ _____	\$ _____
0005AD	Total Award Fee Pool - OPTION YEAR FOUR		1.00	YR	\$ _____	\$ _____

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 7 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0006	Sum of CLINS 0001AA, 0002AA, 0003AA, 0004AA, and 0005AA	1.00	YR	\$ _____	\$ _____
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0007	Sum of CLINS 0001AB, 0002AB, 0003AB, 0004AB, and 0005AB	0.00	YR	\$ _____	\$ _____
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0008	Sum of CLINs 0001AC, 0002AC, 0003AC, 0004AC, and 0005AC		YR	\$ _____	\$ _____
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0009	Sum of CLINs 0001AD, 0002AD, 0003AD, 0004AD, and 0005AD	1.00	YR	\$ _____	\$ _____
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<b>Line Item Summary</b>	<b>Document Number</b> DTMA1R05014	<b>Title</b> 5-Year Logistics Support Contract	<b>Page</b> 8 of 60
--------------------------	---------------------------------------	---	------------------------

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0010	Sum of CLINs 0001, 0002, 0003, 0004, and 0005	1.00	YR	\$ _____	\$ _____
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Each primary CLIN should be the sum of each subsequent sub-CLIN.

**Shipping Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/Maritime Administration, MAR-614 <b>Addr:</b> 400 Seventh Street, SW., Room 2116  Washington DC 20590 <b>Attn:</b> Richard H. Williams, Chief, Div. of Logistics Suppo <b>Phone:</b> (202) 366-5079 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> DOT/Maritime Administration, MAR-330 <b>Addr:</b> 400 Seventh Street, SW., Room 7325  Washington DC 20590 <b>Attn:</b> John G. Hoban, Director, Office of Accounting <b>Phone:</b> (202) 366-5852 ext. <b>Fax:</b> ( ) - ext.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 10 of 60
---------------------	------------------------------------	--	---------------

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	12
C.1    GENERAL	12
C.2    LOGISTICS SUPPORT OVERHAULS	13
C.3    INVENTORY OF MARAD SHORE FACILITIES	21
C.4    LOGISTICS TRAINING	22
C.5    ENGINEERING ANALYSIS AND PROCUREMENT RESEARCH	22
C.6    WAREHOUSE LOGISTICS SUPPORT SERVICES	24
C.7    SYSTEM PLANNING, ANALYSIS AND TECHNICAL SUPPORT	24
C.8    SHIPPING AND RECEIVING SERVICES	24
C.9    PURCHASING SERVICES	25
C.10   CONTRACT PERSONNEL	27
SECTION D -- Packaging and Marking	29
D.1    Preservation and Packaging	29
SECTION E -- Inspection and Acceptance	30
E.1    Clauses By Reference	30
E.2    Clause Not Applicable	30
SECTION F -- Deliveries or Performance	31
F.1    Clauses By Reference	31
F.2    Period of Performance	31
F.3    Deliverable Reports	31
SECTION G -- Contract Administration Data	32
G.1    Contractor Representative	32
G.2    Invoice Requirements	32
G.3    Method of Payment	32
G.4    Payment Due Date	33
G.5    Address of Correspondence	33
SECTION H -- Special Contract Requirements	34
H.1    Ordering	34
H.2    Incremental Funding of Task Orders	34
H.3    Special Contract Requirement	34
H.4    Travel	34
H.5    Government Furnished Equipment	35
H.6    Duplication of Effort	35
H.7    Permit and Waiver Forms	35
H.8    Supervision	35
H.9    Standards of Employee Conduct	35
SECTION I -- Contract Clauses	37
I.1    Clauses By Reference	37
I.2    1252.216-71 Determination of Award Fee (MAY 2005)	39
I.3    Performance Evaluation Plan	39
I.4    1252.216-73 Distribution of Award Fee	39
I.5    1252.223-73 Seat Belt Use Policies and Programs (May 2005)	40
I.6    Notification of Ownership Changes	40
I.7    Option To Extend The Term Of The Contract	40
I.8    Notification Of Competition Limited To Eligible 8 (a) Concerns	41
I.9    Notification of Employee Rights Concerning Payment of Union Dues or Fees.	41
I.10   Statement Of Equivalent Rates For Federal	43
I.11   Protest After Award (Aug 1996) - Alternate I	43
I.12   Subcontracts for Commercial Items	43
I.13   Clauses Not Applicable	44
SECTION J -- List of Documents, Exhibits and Other Attachments	45
J.1    Attachments and Technical Exhibits	45
SECTION K -- Representations, Certifications and Other Statements of Offerors	46
K.1    Clauses By Reference	46
K.2    Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	46
K.3    Small Business Program Representations	47

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 11 of 60
---------------------	------------------------------------	--	---------------

K.4	Previous Contracts And Compliance Reports	48
K.5	Certification of Toxic Chemical Release Reporting	48
K.6	Affirmative Action Compliance	49
SECTION L --	Instructions, Conditions and Notices to Bidders	50
L.1	Clauses By Reference	50
L.2	Electronic Proposal Instructions	50
L.3	Instructions for Past Performance Proposal & Reference Submission	51
L.4	Technical Proposal Instructions	51
L.5	Historical Workload Estimates	53
L.6	Cost Proposal Instructions	53
L.7	Instructions to Offerors--Competitive Acquisition	53
L.8	Evaluation Of Compensation For Professional Employees	56
L.9	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate III	57
L.10	Competitive Range - Proposal Limitations	57
L.11	All or None Basis	57
L.12	Type Of Contract	58
L.13	VOA Library	58
L.14	Inquiries	58
L.15	Service Of Protest	58
SECTION M --	Evaluation Factors for Award	59
M.1	Clauses By Reference	59
M.2	Basis of Award	59
M.3	Past Performance Evaluation	59
M.4	Technical Evaluation Criteria	59
M.5	Cost Evaluation	60

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 12 of 60
---------------------	------------------------------------	--	---------------

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 GENERAL

The Ready Reserve Force (RRF) program, which is comprised of 54 vessels, is a subset of the Maritime Administration's National Defense Reserve Fleet (NDRF) which supports the rapid worldwide deployment of U.S. military forces. A key element of strategic sealift, the RRF is specifically structured to transport Army and Marine Corps unit equipment and initial re-supply for forces deploying anywhere in the world during the critical period before adequate numbers of commercially available ships can be marshalled.

RRF vessels are maintained in different states of readiness. Those vessels that require the fastest activation (4 and 5 days) are maintained in Reduced Operational Status (ROS-4 and ROS-5, respectively). These ships are manned by small crews that perform vessel maintenance while in ROS and serve as the ship's crew when the vessel is activated. Four (4) ships are in full operating status and are on-station overseas.

The purpose of this contract is to provide logistics and spare parts procurement support services described in section C to the RRF and the U.S. Department of Transportation's Maritime Administration, Division of Logistics Support (MAR-614).

**Technical Approach. Section C describes the traditional MARAD approach for accomplishing RRF Logistics and Spare Parts Procurement Support Services. The Government is open to innovative technical approaches that meet its performance goals. Per Section L.4, you may propose a technical approach which differs from the Statement of Work presented in Section C.**

C.1.1 Logistics Overhaul Management Services. The contractor will provide all management, planning, supervision, labor, material, supplies and equipment necessary to accomplish shipboard logistics overhauls and upgrades. The specific activities that constitute a normal overhaul or upgrade are described at C.2. Overhauls will be conducted on the following general types of vessels moored at locations throughout the United States, overseas and underway:

- " RRF vessels (vast majority of work will occur on these vessels)
- " National Defense Reserve Fleet (NDRF) vessels
- " Government-owned barges and small watercraft
- " Federally-owned school ships
- " Other vessels as directed by MARAD

C.1.1.1 Material Inventory Services. This service includes the inventory of spare parts, equipment, outfitting, lashing gear, Chemical Biological Radiological - Defense (CBR-D) supplies, Accountable Property and any other shipboard material or equipment stored onboard MARAD vessels and shore facilities and the entry of inventory and configuration data into the RRF Management System/Nautical System 5 (RMS/NS5). These services are discussed more fully in paragraphs C.2.0 (inventory services provided onboard ships) and C.3.0 (inventory services provided at shore facilities).

C.1.1.2 Installed Equipment Validation Services. This service includes the validation, identification, labeling and inventory of equipment installed on board vessels listed in C.1.1 and the entry of equipment validation data into RMS/NS5. These services are discussed more fully in C.2.5.1.

C.1.2 Logistics Training. This service includes the training of RRF personnel and Government contractors in MARAD logistics support procedures and are discussed more fully at C.4.0.

C.1.3 Engineering Analysis and Procurement Research. (Also referred to as "provisioning"). This service includes logistics support and engineering analysis of marine equipment and systems to identify items necessary to support MARAD vessels for a period of 180 days at sea, or for other periods as directed by MARAD. These services are discussed more fully at C.5.0.

C.1.4 Warehouse Logistics Support Services. When directed by MARAD this service includes warehouse labor, support and inventory services. These services are discussed more fully at C.6.0.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 13 of 60
---------------------	------------------------------------	--	---------------

C.1.5 System Planning, Analysis and Technical Support. Beyond that necessary to maintain an environment of continuous improvement, the the contractor will provided, upon MARAD's request, written logistics related system plans, reviews and analyses. These services are discussed more fully at C.7.0

C.1.6 Shipping and Receiving Services. The contractor is responsible for maintaining a facility to ship, receive and stage Government property. These services are discussed more fully at C.8.0.

C.1.7 Purchasing Services. The contractor must provide FAR compliant purchasing services. These services are discussed more fully at C.9.0

C.1.8 Contract Personnel. The location and skills of Key Contract Personnel are discussed at C-10.0.

C.1.9 Special Invoice Processing Requirements.

C.1.9.1 Tracking of Funds by Program Element. The contractor will track Government funds by both Fiscal year AND Program Element cited on each procurement action issued by MARAD.

C.1.9.2 Invoice Segregation. IF AN INVOICE ADDRESSES MORE THAN ONE CONTRACT (e.x., prime contract v any subcontracts), FISCAL YEAR OR PROGRAM ELEMENT, THESE COSTS WILL BE LISTED SEPARATELY ON THE INVOICE.

C.1.9.3 Electronic Invoicing. The contractor will be prepared to submit invoices to MARAD electronically. Eligibility to utilize MARAD's Electronic Invoice System is based on the contractor's DCAA approved accounting system. MARAD will provide the electronic format for electronically transmitting invoices. Until such time as this established, the contractor shall adhere to the invoice instructions in Section G.

C.1.10 Tasking by MARAD. In accordance with H.1, Ordering, work will be ordered via Task Orders (TO) and Delivery Orders (DO).

C.1.10.1 Task Orders (TO) will be issued for functional areas described in section C.2-C.8. CLINs established under each TO will:

1. Direct the contractor to accomplish specific work within in the scope of the contract
2. Fund the specific work ordered
3. Reference the fiscal year and program element that funds the work ordered
4. Contain a completion date for the work ordered
5. Identify the format and content of any deliverables to be provided by the contractor

The contractor shall not exceed the ceiling amount applied to any TO or CLIN.

C.1.10.2 Delivery Orders (DO) will be issued to the contractor for the procurement of spare parts IAW C.9 of the contract.

The D.O. will contain a control number, part numbers, part descriptions, quantity, unit costs, total costs and anticipated delivery dates.

The contractor shall not exceed the amount applied to any individual D.O.

C.1.10.3 Logistics Support Overhaul and Upgrade Taskings. Each overhaul or upgrade of a vessel will be ordered by a separate CLIN under a TO. A new CLIN will be prepared for each successive overhaul or upgrade and will include a Statement of Work directing the contractor to provide one or more of the services listed at C.2.0.

C.1.10.4 Task Modifications. MARAD reserves the right to cancel, suspend, limit or modify any task within the scope of the contract.

## C.2 LOGISTICS SUPPORT OVERHAULS

The contractor will provide all management, planning, supervision, labor, material, supplies and equipment necessary to accomplish the following:

C.2.1 Overhaul Planning.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 14 of 60
---------------------	------------------------------------	--	---------------

C.2.1.1 MARAD Ship Overhaul and Upgrade Priorities. MARAD will prioritize in writing those vessels that have been selected by MAR-614 to undergo logistics overhauls or upgrades. MARAD will also determine the scope of the overhaul or upgrade.

C.2.1.2 Pre-Overhaul Brief. Prior to the start of the overhaul, the contractor must attend a "Pre-Overhaul Brief" hosted by MAR-614. During this briefing MAR-614, the contractor, the Ship Manager and MARAD region representatives will discuss issues and concerns pertinent to the logistics overhaul. At that time MARAD will provide the logistics contractor with a Special Overhaul Instructions (SOI) described in C-2.1.3.

C.2.1.3 Special Overhaul Instructions. Generated by the MARAD Headquarters and the Region Logistics Management Officer (LMO), the Special Overhaul Instructions will (1) describe the general location of spare parts to be included in the overhaul or upgrade; (2) provide guidance on collocating similar or related spare parts, and (3) identify equipment or systems that will be installed, changed-out or removed by the Ship Manager during the period of the overhaul.

C.2.1.4 Overhaul Out-Brief. Prior to final acceptance of the material inventory and equipment validation, the contractor must attend the "Overhaul Out-Brief" hosted by MAR-614. During this out-briefing MAR-614, the contractor, the Ship Manager and MARAD region representatives will discuss issues and concerns pertinent to the completion of the logistics overhaul.

C.2.2 Cost Estimates. Sixty (60) days prior to the start of any overhaul or upgrade, contractor will provide a cost estimate containing the following:

C.2.2.1 Overhaul and Upgrade Cost Estimates. The contractor must notify the COTR and obtain approval prior to exceeding any cost estimate. These cost estimates must be in the format provided in C.2.4.1. A current copy of logistics overhaul procedures will also be provided annually, by January 31. The contractor must request approval from MARAD before exceeding the estimated cost or any overhaul or upgrade by more than 10% of the total cost, including per diem.

C.2.2.2 Annual Logistics Overhaul and Upgrade Budget Plan. No later than July 15th of each year contractor will provide MARAD with a logistics overhaul budget plan for the next fiscal year based cost estimates developed in C-2.2.1 above, ship priorities and annual overhauls and upgrades planned.

C.2.3 Procedures. Thirty days after contract award the contractor will develop and provide to MAR-614 for approval, a copy of the contractor's proposed overhaul procedures. These procedures will describe how the contractor will accomplish overhaul and upgrade activities described in C-2.0 through C-2.6. These written procedures will, at a minimum, address the following:

- " Team working hours while onboard RRF vessels
- " RMS/NS5 training for team members
- " Forklift safety, use and training
- " Shipboard safety training
- " Team and Ship Manager communication
- " Equipment validation
- " Spare parts inventory and technical manual validation
- " Standard nomenclature conventions
- " Technical manual inventory and validation
- " Drawings inventory and validation
- " Relocation and collocation of spare parts
- " Bar-code labeling
- " Quality control
- " General shipboard safety and security
- " Use and cleanliness of shipboard spaces
- " Emergency suspension of overhaul activities
- " Data entry of spare part and equipment relationships

C.2.4 Overhaul Management Reports. The contractor will develop and maintain Overhaul Management Reports (OMR) to track costs and productivity. The OMRs will be provided to MARAD by the 15th of each month for activity during the previous month. The OMR must include the following:

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 15 of 60
---------------------	------------------------------------	--	---------------

C.2.4.1 Overhaul Cost Information. The contractor shall use Generally Accepted Cost Accounting Standards promulgated by the Cost Accounting Standards Board (CASB) to develop overhaul cost performance targets and track the contractor's progress towards these targets. This information will be provided in the format shown below:

(Vessel Name) Overhaul Cost Report for the Period \_\_\_\_\_

- Cost Driver      Actual
- Performance    Target
- Performance
- Travel and per diem costs
- Per diem days
- Travel labor hours
- Shipboard equipment validation costs
- Shipboard technical manual inventory costs
- Non-shipboard labor
- Average Overhaul Team Size
- Costs associated with ship non-availability

C.2.4.2 Variance Analysis. The contractor will provide a brief written analysis of variances of more than 10% from productivity and cost performance targets.

C.2.4.3 GANT Charts. As part of the OMR the contractor will provide a current GANT chart, produced in Microsoft Project, for each vessel undergoing an overhaul or upgrade. Shipboard spare parts inventory.

C.2.4.4 Weekly Overhaul Report. The contractor must provide Weekly Overhaul Reports (does not include cost data which will be reported monthly), by vessel. These reports, must as a minimum, include productivity information in the format shown below:

(Vessel Name) Overhaul Productivity Report for the Period \_\_\_\_\_  
Number

- Onboard the
- Vessel Number
- Inventoried
- /validated this month      Cumulative
- Number
- Inventoried
- /Validated
- to date      Productivity
- Target      Quality
- Assurance check by MARAD
- complete
- Spare Parts
- Equipment
- Technical Manuals
- Drawings

C.2.5 Overhaul Statement of Work.

C.2.5.1 Equipment Validation. At the conclusion of the overhaul the vessel's NS5 equipment database must accurately list all shipboard equipment that meets the validation criteria set forth in Appendix H, Volume I of the RRF Logistics Management Manual (RRF LMM), dated 15 May 2004 (VOA Library)

C.2.5.1.1 Equipment Database Fields. The following equipment database fields must be completed in NS5 in accordance with the NS5 User Guide(s):

- "      Equipment Name †
- "      Manufacturer †
- "      Number of equipments installed
- "      MARAD Equipment Number
- "      Model Number

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 16 of 60
---------------------	------------------------------------	--	---------------

- " Type
- " National Stock Number (NSN)
- " Equipment description
- " Technical Manual Reference
- " Location
- " Serial Number
- " Specifications
- " Criticality Code†
- " System Application Code‡

† Formatted and entered in accordance with MARAD nomenclature and data abbreviation conventions.

‡ Data is to be entered using MARAD logistics codes.

C.2.5.1.2 Related Equipment. The vessel's RMS/NS5 database must reflect the reasonable and proper equipment relationships of all validation worthy equipment installed on the vessel in accordance with the contractor's procedures.

C.2.5.1.3 Bar-coded Tags. All validation worthy equipment as listed in Appendix H of the RRF LMM, dated 15 May 2004 and recorded in RMS/NS5 must have a metal (or other material as determined by MARAD) bar-coded tag affixed to it, or to an appropriate visible location nearby. This bar-code must utilize the 3 of 9 bar-coding system.

C.2.5.1.4 Equipment Validation Accuracy Standard. At the conclusion of the equipment validation process the database contained in the vessel's RMS/NS5 system must be no less than 98% accurate. To be accurately listed in RMS/NS5 each equipment listing must meet the requirements of C-2.5.1.1, C-2.5.1.2 and C-2.5.1.3.

#### C.2.5.2 Material Inventory:

C.2.5.2.1 RMS/NS5 Database. The vessel's RMS/NS5 database must accurately list spare parts stored in the following areas:

- " Loose spare parts stored in the vessel's spare parts storerooms
- " Bulkhead mounted spares located throughout the vessel
- " Repair parts stored in spare parts boxes, lockers and designated Vidmar® cabinet drawers
- " Other items specifically identified by MARAD in the region's Special Overhaul Instructions.

C.2.5.2.2 Spare Parts Database Fields. The following spare parts database fields must be completed in RMS/NS5 in accordance with the NS5 User Guide(s):

- " Name†
- " Manufacturer†
- " Description†
- " Part Number
- " National Stock Number (NSN)
- " Unit Price
- " Cost Source Code (CSC)‡
- " Unit of Issue‡
- " Location
- " Quantity
- " Condition‡
- " Manufacture Date
- " Shelf Life (mos.)
- " Expiration date
- " Shelf Life Code‡
- " Supported Equipment
- " Technical Manual Reference

† Formatted in accordance with MARAD nomenclature and data abbreviation conventions

‡ Data is to be entered using MARAD logistics codes. For example, the unit of issue code for EACH is "EA."

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 17 of 60
---------------------	------------------------------------	--	---------------

C.2.5.2.3 Technical Manual Referencing. All spare parts listed in RMS/NS5 must be researched for a technical reference using the vessel's existing shipboard technical documentation. If found, the reference will be recorded in RMS/NS5. As a minimum, the references documented or recorded in RMS/NS5 must list the MARAD number of the technical manual, the page, figure, drawing or table where the spare part is shown.

C.2.5.2.4 Labeling of Spare Parts. All spare parts must have a bar-code label affixed to the item, its identification tag, or its packaging in accordance with the NS5 User Guide(s) and the RRF LMM. The label must be placed in such a manner as to ensure that it is bar code readable, and does not to cover or obscure any pre-existing manufacturer's labels or markings.

C.2.5.2.5 Part Nomenclature. At the conclusion of the overhaul the Description field and the Name fields for all spare parts and equipment listed in RMS/NS5 with an on hand balance of greater than zero, must contain the item's technical name (vice its common name), as listed in the vessel's appropriate engineering documentation, technical manual or drawing. This nomenclature will be used to produce all subsequent labels, reports and databases. For search purposes and where possible, alternate or common name(s) should may be included in the item's detail description.

C.2.5.2.6 Storage Locations. At the conclusion of the overhaul all spare parts must be placed in assigned storage locations in accordance with the region's Special Overhaul Instructions. All storage boxes, Vidmar® cabinets and Vidmar® cabinet drawers will be bar-code labeled in accordance with the LMM and the RMS/NS5 User Guide. This bar-code must utilize the 3 of 9 bar-coding system.

C.2.5.2.7 Spare Part Receipts in the Custody of the Ship Manager. In addition to items held in the vessel's inventory, the contractor must include in the overhaul process and stow:

- " All spare parts in the custody of the Ship Manager, but not yet stowed,
- " All spare parts received by the Ship Manager prior to acceptance of the material inventory by MARAD, and
- " All spare parts destined for the vessel held off-site by the contractor

It is the responsibility of the MARAD Region to ensure that all items in the custody of the Ship Manager but not let stowed are turned over to the contractor along with each item's shipping documentation. These items will be processed into RMS/NS5 by the contractor and then turned over to the Region LMO for subsequent inclusion in the ship's receiving files.

C.2.5.2.8 Packaging and Preservation. All spare parts must be preserved or re-packaged in accordance with the RRF LMM, Volume I, 15 May 2004.

C.2.5.2.9 Unidentified Parts. Unidentified parts are those items that:

- " Cannot be identified by using existing shipboard reference materials;
- AND
- " Cannot be identified from existing information on the item itself or its packaging.

Unidentified spare parts must be placed in a location determined by the MARAD representative for future research, review and identification by the Chief Engineer. Items that are subsequently identified by the vessel's Chief Engineer must be placed back into an assigned location in accordance with the region's Special Overhaul Instructions and the NS5 User Guide(s).

C.2.5.2.10 Spare Parts without Equipment Systems Information. When the contractor cannot directly tie an item to specific equipment after a reasonable effort, and the MARAD prefers to keep the item, a consolidated Equipment Group Code (EGC) will be assigned.

C.2.5.2.11 Excess Spare Parts. Items that no longer have an application to the vessel, or are not in an acceptable condition for retention are considered "excess." With the exception of excess hazardous items (which must be turned over to the Chief Engineer for disposal), the contractor must remove all "excess" spare parts from the vessel and ship them to the nearest Shore-based Spares Warehouse using a Form DD1149.

C.2.5.2.12 Used Parts. In many cases spare parts will have been used and then placed back into stock by the ship. The contractor must remove these items from stock and stage them for review and research by the Ship Manager. The MARAD logistics representative will determine the location of this staging area. If MARAD or the Ship Manager determines that the item(s) are to be

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 18 of 60
---------------------	------------------------------------	--	---------------

retained in stock, the contractor must repackage and re-label these items, update RMS/NS5, and return them to the vessel's shipboard inventory in accordance with the region's Special Overhaul Instructions. Items that are not to be retained must be processed as "excess."

C.2.5.2.13 Bulkhead Mounted Spare Parts. Metal embossed tags, or other tags as directed by MARAD, must be provided by the logistics contractor and affixed to all bulkhead-mounted spares or to a near by location where the bulkhead-mounted spare is or will be mounted.

C.2.5.2.14 Collocation of Spare Parts. The region's Special Overhaul Instructions will provide the contractor with general guidance in the placement or co-location of related spare parts. Where safety, space and packaging permit, groups of related spare parts not provided for in the region's Special Overhaul Instructions must be collocated.

C.2.5.2.15 Safe and Proper Storage. In all cases, spare parts must be stowed in a manner that is both safe and "Ready for Sea." Drawers must be:

- " Packed in boxes or drawers in a manner that prevents foreseeable damage from vessel movement
- " Packed no more than 80% full, unless limited storage space requires packing items more densely.

C.2.5.2.16 Storage Space Filled. For each cabinet drawer or box, the contractor must estimate and record in RMS/NS5 the percentage of space filled to the nearest tenth, that is: 0%, 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% or 100%.

C.2.5.2.17 MARAD Spare Parts Inspection Acceptance Standards. At the conclusion of the vessel's spare parts inventory the database contained in RMS/NS5 must be no less than 98% accurate, as determined by a statistically accurate random sampling of the inventory. Inventory errors will be determined in accordance with Chapter 8 of the RRF Logistics Management Manual.

C.2.5.2.18 Spare Parts Seals. After any portion of the inventory has been accepted by MARAD, the contractor will, where possible, seal the drawer or cabinet using unique numbered seals provided by MARAD. The contractor will also enter these same seal numbers into RMS/NS5 in accordance with the NS5 User Guide(s) and the RRF Logistics Management Manual

C.2.5.3 Technical Manual Inventory.

C.2.5.3.1 RMS/NS5 Database. The vessel's RMS/NS5 database must accurately list all technical manuals held onboard the vessel that reference or apply to existing shipboard equipment.

C.2.5.3.2 Technical Manual Database Fields. The following technical manual database fields must be completed in the vessel's RMS/NS5 in accordance with the NS5 User Guide(s):

- " Title†
- " Manufacturer†
- " Quantity
- " Index Number
- " Location
- " Condition Code‡

† Formatted in accordance with MARAD nomenclature and data abbreviation conventions

‡ Data is to be entered using MARAD logistics codes. For example, the unit of issue code for EACH is "EA."

C.2.5.3.3 Labels. All technical manuals must be labeled in accordance with the RRF Logistics Management Manual and the NS5 User Guide(s).

C.2.5.3.4 Technical Manual Sequence. All technical manuals must be placed in alphanumeric sequence by the name of the equipment manufacturer.

C.2.5.3.5 Copies of Technical Manuals. MARAD seeks to provide each vessel with two useable copies of all applicable technical manuals. To accomplish this the contractor must:

- " Provide the region LMO with a list of manuals that could not be located within fifteen (15) days of discovery; and
- " Make sufficient copies of existing and applicable technical manuals so that the vessel will possess at least two copies
- " When directed by MARAD, translate into English manuals that are in a language other than English

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 19 of 60
---------------------	------------------------------------	--	---------------

In view of the costs involved, the contractor will not make copies of, or translate manuals that are in a language other than English without prior approval from MAR-614. The contractor is NOT authorized to purchase replacement manuals without prior approval.

C.2.5.3.6 Replacement of Worn or Damaged Binders. The contractor will replace technical manual binders that are damaged or badly worn.

C.2.5.3.7 Excess Manuals. Technical manuals that no longer have an application to the vessel, or are unusable, must be shipped to the nearest Shore-based Spares warehouse using a Form DD1149 shipping document.

C.2.5.3.8 MARAD Acceptance Standards. At the conclusion of the technical manual inventory the database contained in the vessel's RMS/NS5 must be no less than 98% accurate, as determined by a random sampling of technical manuals.

C.2.5.4 Shipboard Drawings Inventory.

C.2.5.4.1 RMS/NS5 Database. The RMS/NS5 database must accurately list the drawings held onboard the vessel.

C.2.5.4.2 Drawing Database Fields. The following drawing database fields must be completed in the vessel's RMS/NS5 in accordance with the NS5 User Guide(s):

- " Title†
- " Manufacturer†
- " MARAD Number
- " Quantity
- " Manufacturer Drawing and Revision Number
- " Ship Drawing and Revision Number
- " Location
- " Condition‡

† Formatted in accordance with MARAD nomenclature and data abbreviation conventions

‡ Data is to be entered using MARAD logistics codes. For example, the unit of issue code for EACH is "EA."

C.2.5.4.3 Labels. All drawings must be labeled in accordance with the RRF LMM, Volume I, dated 15 May 2004, and the NS5 User Guide(s).

C.2.5.4.4 Drawing Order. All drawings must be placed in ship builder's number sequence, followed by vendor drawings in manufacturer in alphanumeric sequence.

C.2.5.4.5 Excess Drawings. Drawings that no longer have an application to the vessel must be shipped to the nearest Shore-based Spares warehouse using a DD1149 shipping document.

C.2.5.4.6 MARAD Acceptance Standard. At the conclusion of the ship's drawings inventory the vessel's RMS/NS5 must be no less than 98% accurate, as determined by a statistically accurate random sampling of shipboard drawings.

C.2.5.5 Stowing of SBS Restock Items. MARAD may forward stock replenishment items from the three SBS warehouses to the vessel during its overhaul. If received prior to the conclusion of the overhaul, these SBS restock items must be inventoried and stowed by the logistics contractor.

C.2.5.6 Equipment Numbers. The contractor may be tasked to assign equipment numbers to newly validated equipment within three months after MARAD's acceptance of the ship's inventory.

C.2.5.7 Management of Shipboard Activity

C.2.5.7.1 Emergency Suspension of Overhaul Activities. MARAD reserves the right to suspend, modify or scale back an ongoing overhaul at any time. When directed to suspend an ongoing overhaul, the contractor must:

- " Make all spare parts boxes and/or cabinets, and loose storeroom items "Ready for Sea."
- " Revise the ship's NS5 database to allow the prompt location of spare parts

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 20 of 60
---------------------	------------------------------------	--	---------------

- " Clean any spaces used by the Overhaul Team
- " Depart the vessel within 96 hours

C.2.5.7.2 Overtime. All overtime requests, with appropriate justification, must be submitted to MAR-614 for approval prior to incurrence.

C.2.5.7.3 Working Hours. The working hours of the logistics contractor must not significantly interfere with the day-to-day work of the ship's crew. To avoid conflicts between the schedule of the vessel and the overhaul team, the contractor must obtain approval from the region LMO before working on any MARAD vessel during the following periods:

- " Before 8:00 AM or after 5:00 PM on weekdays
- " On Saturdays and Sundays
- " During any Federal holiday
- " Any day between December 21 and 5 January

The contractor must obtain approval from MAR-614 before working during any of the following periods:

- " Any day a vessel is underway
- " Any day of, or the day before, a vessel's departure,
- " Any day of, or the day immediately after a ship has returned from activation
- " Any hours that will result in a member of the ship's crew having to work overtime outside of 8:00 AM or 5:00 PM.

C.2.5.7.4 Travel.

C.2.5.7.4.1 Minimizing Travel Costs. The contractor must minimize travel costs to ensure that only essential work is conducted by Overhaul Teams while on travel.

C.2.5.7.4.2 Travel costs for logistics overhaul team members (except supervisors and managers) shall be allowable at the lesser of 1) Federal Travel Regulations (FTR) from origin or 2) FTR for origin of Tidewater area of Southeastern VA for East Coast overhauls or San Francisco origin for West Coast overhauls.

C.2.5.7.5 Security Badges. While onboard MARAD vessels, all members of the overhaul team members must display contractor-issued security badges.

C.2.5.7.6 Working Areas. MAR-614 will assure the availability of sufficient working space onboard the vessel to enable the efficient and safe conduct of the overhaul. This space will include a "break" area, power outlets for computers, restroom facilities and access to a small copier. Use of the ship's copier should be judicious and should not interfere with the needs of the ship's crew. Where reasonable and cost effective, overhaul teams should use local commercial copier services.

C.2.5.7.7 Cleanliness. The contractor will keep spaces, break areas and heads (restrooms) used by the Overhaul Team neat and clean at all times.

C.2.5.7.8 Authority of the Ship Manager. While onboard any RRF vessel the Overhaul Team must comply with all safety and security orders, instructions and directives issued by the vessel's Port Engineer, Ship Master, Chief Engineer or their representatives in the exercise of their legal authority.

C.2.5.8 Miscellaneous:

C.2.5.8.1 Fabrication and Placement of Equipment Tags. The contractor must provide and physically attach bar-coded metal tags for installed equipment and bulkhead mounted spares no later than nine (9) months after the acceptance of the spare parts inventory by MARAD COTR.

C.2.5.8.2 Excess Metal Storage Boxes. Empty spare part storage boxes must be staged for pick-up by the GSA scrap contractor or shipped to the Region SBS warehouse, as determined by the region LMO.

C.2.5.8.3 Hazardous Material. The contractor will identify and segregate all items that appear to be hazardous. If the item does not have an MSDS, the contractor will obtain two copies of the item's MSDS. One copy will be attached to the item and the second copy will be given to the vessel's Chief Engineer. The region LMO will review all hazardous material before they are returned to stock. Hazardous material that is not to be returned to stock must be turned over to the Chief Engineer for disposal. UNDER NO

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 21 of 60
---------------------	------------------------------------	--	---------------

CIRCUMSTANCES WILL THE CONTRACTOR DISPOSE OR REMOVE FROM THE SHIP ANY HAZARDOUS MATERIAL WITHOUT MAR-614 APPROVAL.

C.2.5.8.4 Safety Apparel. The contractor must review and be knowledgeable of the safety hazards that exist onboard RRF vessels and provide Overhaul Team members with appropriate safety apparel. As a minimum, this will include safety goggles, safety shoes, gloves and a hard hat. Team members must have these items in their possession or in their workspace at all times.

### C.3 INVENTORY OF MARAD SHORE FACILITIES

The contractor will provide the following shore-based inventory services:

C-3.1 Inventory Types. When directed, provide all management, planning, supervision, labor, material, supplies and equipment necessary to accomplish either of the following types of inventories at facilities designated by MARAD:

C-3.1.1 Wall to Wall Physical Count. The contractor must conduct a physical count of Government spare parts, equipment, technical manuals, drawings or artifacts stored in a warehouse, storage building, shipyard or other facility as designated by MARAD;

C-3.1.2 Statistical Sampling. When the contractor is directed to sample a warehouse, ship or other storage facility, the Government will provide the contractor a specific list of line items (spare parts, equipment, technical manuals, drawings or artifacts) to sample. The contractor must then conduct a physical inventory of the selected items.

C-3.2 Pre-Inventory Requirements. MARAD will identify and prioritize in writing those facilities that have been selected by MAR-614 for an inventory. MARAD will also identify the type of inventory (physical count or statistical sampling) and the scope of the inventory (wall to wall or by item type- i.e., parts, equipment drawings, etc.) to be conducted. The following are required for both physical counts and statistical sampling inventories:

C-3.2.1 Cost Estimates. Thirty days prior to beginning work, the contractor must provide MARAD with a cost estimate of the work requested. The contractor must request approval from MARAD before exceeding this cost estimate by more than 10%.

C-3.2.2 Pre-Inventory Brief. Prior to the start of the overhaul, the contractor must attend a "Pre-Inventory Brief" hosted by MAR-614. During this briefing MAR-614 and MARAD region representatives will discuss issues and concerns pertinent to the inventory.

C-3.3 Warehouse Inventory Statement of Work for Wall to Wall Physical Counts. When directed by MARAD, the contractor must conduct a physical count of MARAD owned property, or property in the custody of MARAD, in locations, buildings and working areas identified by MARAD. This inventory will include the following actions:

C-3.3.1 Database Validation. During the inventory the contractor will validate and revise the following inventory data fields:

- " Location
- " Box-ID
- " Name†
- " Part Number
- " Serial Number
- " Model Number
- " Manufacturer†
- " National Stock Number (NSN)
- " Quantity
- " Condition‡
- " Unit of Issue ‡
- " Box Seal Number

† Formatted in accordance with MARAD nomenclature and data abbreviation conventions

‡ Data is to be entered using MARAD logistics codes. For example, the unit of issue code for EACH is "EA."

C-3.3.2 Replacement of Existing Box Seals. Box seals broken during the inventory process will be replaced. The contractor will record the serial number of the new box seal in RMS/NS5.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 22 of 60
---------------------	------------------------------------	--	---------------

C-3.3.3 Collocation Similar Items. During the inventory the contractor will co-locate similar items in accordance with the region's instructions.

C-3.3.4 Common Packing and Preservation. During the inventory process the contractor will ensure that all items are properly packed and preserved using the following common methods of packing and preservation. Items that require specialized packing beyond the techniques identified above will be identified prior to the inventory by MARAD.

C-3.3.5 Bar code Labeling. The contractor must replace all worn or missing bar coded labels or tags on storage aids, parts and equipment using the 3 of 9 bar coding system.

C-3.3.6 Data Entry. The contractor will be responsible for all data entry EXCEPT changes in quantity. Changes in quantity will be referred to the region LMO.

C-3.3.7 Inventory Standards. At the conclusion of a physical count the warehouse database must be no less that 98% accurate, as determined by a statistically accurate random sampling of the inventory. Inventory errors will be determined in accordance with Chapter 8 of the RRF Logistics Management Manual.

C-3.3.8 Inventory Results. At the conclusion of the inventory the contractor will provide MARAD with a complete list of irreconcilable gains and losses. MARAD will be responsible for posting any changes to the inventory.

C-3.4 Inventory Sampling Statement of Work. When directed by MARAD, the contractor must obtain and report the results of a statistically random sample of one or more of the following sets of items stored in MARAD Warehouses, storage facilities, shipyards or other facilities as designated by MARAD.

- " Spare Parts
- " Equipment
- " Technical Manuals
- " Drawings
- " Artifacts

C-3.4.1 Deliverables. The contractor will report the results of the sampling forty-five days after the completion of the inventory sampling effort.

C-3.4.2 Sampling Results. At the conclusion of the inventory MARAD will be provided with the results of the contractors sampling in formal letter written letter addressed to the Chief of the Division of Logistics Support, with a copy to the Region LMO. A complete list of overages and underages will provided as an attachment to this letter. MARAD will be responsible for posting any changes to the inventory.

## C.4 LOGISTICS TRAINING

When directed, the logistics support contractor will develop a curriculum and provide training in the following logistics systems:

C-4.1 Training Curriculum. The following training curricula apply:

- " RMS
- " NS5
- " OPDS
- " MCDS
- " Chemical, Biological, Radiological-Defense (CBR-D)
- " Other logistics related systems as directed by MARAD

## C.5 ENGINEERING ANALYSIS AND PROCUREMENT RESEARCH

The contractor will provide the following procurement research services:

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 23 of 60
---------------------	------------------------------------	--	---------------

C.5.1 Provisioning Analysis. This service includes logistics support and engineering analysis of marine equipment and systems to identify equipment and material necessary to support MARAD vessels for a period of 180 days at sea. These engineering analyses must address:

- " Spare parts
- " Equipment
- " Outfitting
- " Supplies
- " Chemical Biological Radiological Defense (CBR-D) materials
- " Force Protection Gear (FPG)
- " Lashing Gear
- " MCDS
- " Accountable Property
- " Off-shore Petroleum Distribution System (OPDS)
- " Other associated marine equipment

C.5.2 Market Research. This service includes the engineering and technical research necessary to properly identify:

- " Commercial suppliers, distributors and vendors for items listed in C-5.1.
- " Defense Logistics Agency National Stock Numbers (NSNs)
- " General Services Agency (GSA) stock numbers and sources
- " Shore-based Spares (SBS) stored in MARAD in New Orleans, LA, Alameda, CA and Chesapeake, VA

C.5.2.1 Technical and Logistics Research Capability. The contractor will maintain an automated marine engineering technical research (Hull, Mechanical and Electrical) capability, to include but not limited to:

- " CD-Fische©, Haystack© or their equivalent
- " FEDLOG (to be provided by MARAD)

C.5.2.2 Procurement Recommendations. Based on the research provided by the contractor in C-5.1 and C-5.2 above, the contractor will recommend the procurement of items listed in C-5.1 to support RRF vessels for 180 days at sea (or for other periods as directed by MARAD). The contractor will prepare and transmit three types of procurement requests, as listed below:

C.5.2.2.1 Purchase Requests. This service includes the production and accurate electronic transmission of technically accurate purchase requests sufficient for a buyer to reasonably execute a commercial purchase order. The purchase request must, at a minimum, identify:

- " Quantity
- " Unit of Issue
- " A useful stock number or part number
- " Manufacturer
- " One source of supply with current phone number
- " Accurate description or technical specification
- " Serial Number or model number of parent equipment, if available
- " Name of vessel to be supported

C.5.2.2.2 FEDSTRIP/MILSTRIP Document Preparation. The contractor will prepare FEDSRTRIP/MILSTRIP documents for transmission into DLA/GSA directly or via MARAD.

C.5.2.2.3 Shore-based Spares Shipment Request. The contractor will prepare and transmit requests for items stocked in the three SBS Warehouses.

C.5.3 Erroneous Purchase Requests. The contractor will exercise due care in the submission of spare parts for purchase requests. Specifically the contractor must:

C.5.3.1 Request quantities that are consistent with the vessel's current on hand Quantity and Allowance. In view of the availability of the ship's most recent RMS/NS5 data, no parts must recommended for procurement that would result in the acquisition of spare parts above the vessel's approved allowance

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 24 of 60
---------------------	------------------------------------	--	---------------

C.5.3.2 Request items that are consistent with the vessel's current equipment configuration. In view of the availability of the ship's most recent RMS/NS5 data, no parts must be recommended for procurement for equipment that:

- " Are no longer installed onboard the vessel
- " Are not the correct item

## C.6 WAREHOUSE LOGISTICS SUPPORT SERVICES

As directed by the COTR, the contractor will provide the following warehouse support at the three MARAD regional warehouses:

Warehouse Labor. In support of the functional areas described at sections C.1 through C.8, the Contractor may be directed by MARAD to provide warehouse labor and inventory management services at any one of three MARAD regional warehouses in the following areas in support of vessel activations and deactivations: (Warehouse locations: South Atlantic Region-Chesapeake, VA, Central Regional-New Orleans, LA and Western Region-Alameda, CA)

- " Material movement (to include driving forklifts)
- " Inventory Control
- " Packing
- " Shipping
- " Labeling
- " Receiving
- " Storage
- " Shelf-life Management
- " Data entry
- " Other warehouse related activities as directed by MARAD

## C.7 SYSTEM PLANNING, ANALYSIS AND TECHNICAL SUPPORT

C-7.1 Planning and Analysis. The contractor will conduct system planning and analysis to include:

- " Logistics support system planning
- " Technical writing
- " Cost-benefit and feasibility studies
- " Development and publication of logistic support procedures and documents
- " Review and Quality Assurance testing of RMS/NS5
- " Business Process Analyses

C-7.2 Technical Support. The contractor shall provide feedback to the COTR in areas where it believes that the IT systems used throughout the performance of this contract could be enhanced to produce a more productive work flow.

C-7.3. Receiving Procedures Update. Once approved, an updated copy of the contractor's receiving procedures will be provided annually by January 31.

## C.8 SHIPPING AND RECEIVING SERVICES

The contractor will provide the following shipping and receiving services for spares parts materials acquired through commercial sources, other Government contractors, GSA and DLA.

C-8.1 Inspect and Receive Government Material. The contractor will properly and accurately receive spare parts, equipment and supplies procured by, or for MARAD by other contractors. These items may be purchased from commercial sources, other Government contractors, GSA or DLA. After having been inspected, the receiving contractor will prepare appropriate receiving documentation and report the result of each inspection as directed by MARAD.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 25 of 60
---------------------	------------------------------------	--	---------------

C-8.2 Package and Ship Government Owned Property. The contractor will accurately label, pack and ship spare parts, equipment and hazardous material for stow onboard RRF vessels or to other locations as directed by MARAD. All shipments will be by traceable means.

C-8.3 CBRD Shelf-Life Maintenance Program. For items identified by MARAD, the contractor will provide labor and supervision necessary to maintain MARAD's CBR-D program and to maintain the shelf life of CBR-D items.

C-8.4 Procedures. Using the MARAD Logistics Management Manual as guide, the contractor will develop procedures for approval by MARAD addressing the following areas:

- " Shipping
- " Receiving
- " Non-conforming Shipments
- " Hazardous cargo
- " CBR-D shelf life management
- " GSA and DLA shipments

C-8.4.1 Use of DD-1149 to Ship MARAD GFE. When they can be produced by RMS/NS4/NS5re practicable, the contractor will utilize a DD-1149 to ship MARAD GFE and property. MARAD will provide, and the contractor will use an appropriate numbering scheme to track and record DD-1149 documents.

## C.9 PURCHASING SERVICES

The contractor will provide purchasing support services as follows:

C-9.1 Purchasing services must include only the services necessary to buy, receive, and inspect purchased items and make these same items available for pickup by the Government or its representatives. Items to be purchased include but are not limited to marine spare parts, equipment and services; computers and peripheral IT equipment to be used on board RRF vessels; logistics support equipment, material and services; and publication, editing and reproduction services necessary to produce RRF logistics and operational documents and manuals. This service DOES NOT include the requisition of items from GSA and DLA, which are addressed C-5.0.

C-9.2 Administrative Lead Times (ALT). The Contractor will adhere to the following Administrative Lead Times (ALT), defined as the number of days between receipt of the MARAD purchase request and date purchase order is issued by contractor.

C-9.2.1 Expedited Purchases. Expedited purchases are high priority requirements that warrant special action and monitoring to ensure items are received as expeditiously as possible. The average lead time for Expedited Purchases must be no more than five days.

C-9.2.2 Routine Purchases. Routine Purchases are requirements to support logistics readiness situations that do not warrant any special action or monitoring since contract/delivery times are less stringent. Unless otherwise specified, requisitions will normally be processed as Routine Buys, which should be approximately 95% of all requisitions. The average lead time for Routine Purchases must be no more than fifteen days.

C-9.3 Procurement Procedures. The Contractor must develop written purchasing procedures that comply with Federal Acquisition Regulations. These written procedures must be provided to the Contracting Officer for review no later than forty five days after contract award. The contractor's procedures must address the following:

C-9.3.1 Shipping Costs for Items Obtained from Foreign Sources. For all material obtained from outside the continental United States and Canada, the contractor will identify and provide estimated air and surface freight costs and shipment time to MARAD. The mode to be used will be selected by MARAD, based on the agency's urgency of need.

C-9.3.2 Support for Federally recognized Socioeconomic Programs. The contractor shall make a good faith effort to do business with the socioeconomic business described at FAR Part 19.

C-9.3.3 Pass Through Costs. The contractor must make every attempt to purchase from the lowest tier, to eliminate pass through costs.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 26 of 60
---------------------	------------------------------------	--	---------------

C-9.3.4 Minimum Buys. For purchases where the estimated material cost or quantity are less than the vendor's minimum order quantity, the contractor is authorized to increase the requested quantity to match the vendor's minimum order quantity, but not to exceed the guidelines provided in Figure 1.

C-9.3.5 Costs to "Tool Up". The contractor will advise MARAD of all purchases that will require the supplier "tooling up". In such cases, MARAD may authorize the contractor to increase the quantity to procure in order to establish shore-based spare assets.

C-9.3.6 Original Equipment Manufacturers (OEM). The contractor shall provide new parts from the original manufacturer or its authorized distributor. No reconditioned or after market parts are to be supplied, unless specifically authorized in writing by the MARAD COTR. If parts from a source other than original manufacturer parts are authorized, the manufacturer must provide a statement that the item complies with the fit, form, and function of the requested OEM part.

C-9.3.7 Purchase Order Control Numbers. The contractor will establish and maintain a numbering system for all purchase orders issued under this contract.

C-9.3.8 Funds Tracking and Invoicing. The Government will provide, and the contractor will record and track the funding data used by the Government to support each purchase. When invoiced, the contractor must segregate, and total separately, all items with the same funding source by FY and cost center.

C-9.3.9 Use of RMS/NS4/NS5. The contractor will use the RMS/NS4/NS5 to initiate, record and manage purchasing actions in support of MARAD.

C-9.3.10 Procurement Procedures Update. Once approved, an updated copy of the contractor's procurement procedures will be provided annually by January 31.

C-9.4 Tasking of the Contractor. In accordance with the ordering procedures at H.1, Ordering, the contractor will be tasked to provide purchasing services via a delivery order (DO) issued by a MARAD Contracting Officer. This D.O. will normally contain a control number, description and quantity of the parts to be ordered, estimated line item prices and anticipated delivery dates. All work necessary to produce a Purchase Request for approval by MARAD will be conducted and invoiced separately under paragraph C-5.2 and is not a part of the Purchasing Services provided for in this section (C-9.0).

C-9.5 Delivery Order Limitations. The contractor is not authorized to exceed the total delivery order amount. If it is anticipated that the total actual price will exceed the total delivery order amount, prior to issuing any orders with a vendor for parts, the contractor must notify the COTR who will then, if in agreement with the increased price, provide the Contracting Officer with a procurement request modification. The Contracting Officer will then issue a delivery order modification to the contractor.

C-9.6 Problem Reports. If, as a result of discussions with possible vendors, the contractor determines that a line item on an approved Purchase Request is unworkable or will exceed the maximum authorized level provided in Figure 1, the contractor will submit to MARAD a numbered "Problem Report" that describes the problem in detail, along with a recommended solution (i.e., approve an increased price, modify the Purchase Request, cancel the line item, etc.). Problem Reports will be provided to MARAD by email.

C-9.6.1 Unworkable Purchases. Any requested purchase found to be "unworkable" will be reported to MARAD via a Problem Report. Common reasons for unworkability include:

- " Inability of the vendor to identify the requested item
- " The item is no longer required by the vessel (the equipment has been removed subsequent to the Purchase Request)
- " The production lead-time is determined to be unreasonable or excessive
- " The item has been discontinued without replacement

C-9.7 Receiving Procedures. The Contractor must develop written receiving and delivery procedures. These written procedures must be provided to MAR-614 for review no later than forty five days after contract award. The contractor's procedures must address the following:

- " Inspection
- " Shipping damage
- " Reconciliation of Overages and Underages
- " Hazardous cargo

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 27 of 60
---------------------	------------------------------------	--	---------------

C-9.7.1 Receipt Inspection. The contractor will develop and provide to MAR-614 procedures governing the receipt and inspection of all items purchased for the Government. As a minimum the contractor will inspect each item for the following:

- " Part number
- " Description
- " Serial Number
- " Quantity
- " Condition

C-9.7.2 Preservation of Purchased Items. After having been inspected the contractor will preserve or repackage purchased items using its original packaging, so far as practicable.

C-9.8 Returning Purchased Items No Longer Required by MARAD. On occasion, items that have been properly procured by the contractor will need to be returned. When this occurs, the circumstances surrounding the need to return the item will be documented on a Problem Report and forwarded to MARAD for action. If approved, the contractor will return the item to the vendor.

C-9.8.1 Item(s) Already Invoiced. If the Government has already been invoiced for the cost of the item, the contractor will apply the proceeds of the refund, net of any applicable re-stocking fees, re-packing and shipping costs and customs duties, to the next invoice.

C-9.8.2 Item(s) Not Yet Invoiced. If the Government has not been yet been invoiced for the item, the contractor will only bill the Government for the cost of any applicable re-stocking fees, re-packing and shipping costs and customs duties.

C-9.9 Shipments to Third Parties. MARAD may require the contractor to ship material directly to a tertiary location (also called "Drop Shipments"). In these cases, the contractor will not be able to perform the required receipt inspection. When this occurs and for the purposes of invoicing the Government, MARAD will accept as proof of receipt and transshipment, traceable receipt documentation from common package carriers such as FEDEX, DHL and UPS.

C-9.10 Retention of Receiving Records. The contractor will retain copies of "Proof of Delivery" for each line item procured by the contractor for a period of three years from delivery of material to vessel. These files will be made available to MARAD upon request.

C-9.11 Reports. The contractor will prepare, or produce from RMS/NS5 (which ever is more cost effective) the following reports:

C-9.11.1 Purchasing Activity and History Reports. The contractor will provide the following reports:

C-9.11.1.1 Outstanding Requirements Report. Purchasing services tasked but not yet placed on an order.

C-9.11.1.2 Material on Order Report. Items placed on a Purchase Order but not yet received and accepted by the Government.

C-9.11.1.3 Material on Hand Report. All material received but not yet accepted by the Government.

C-9.11.1.4 Procurement History Report. All material purchased and accepted by the Government by fiscal year.

C-9.11.2 Data Elements. At a minimum, the reports listed in C-9.11.1 will contain the following data elements:

- " Requisition number
- " Part number
- " Part nomenclature/description
- " Unit of Issue
- " Quantity
- " Status
- " Unit Price
- " Extended Price
- " Customs Fees

## C.10 CONTRACT PERSONNEL

C-10.1 Key Personnel. Specific qualifications of the key personnel shall be as follows:

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 28 of 60
---------------------	------------------------------------	--	---------------

C-10.1.1 Program Manager. The contractor must designate one individual to be responsible for the overall management of the contract. That person should have education and experience comparable to the following criteria:

- " An undergraduate degree from an accredited institution with an advanced business degree preferred
- " A minimum of ten years professional shipboard logistics management experience, as might have be possess by a very senior Chief Petty Officer, Warrant Officer or commissioned officer in the United States Navy or Coast Guard
- " At least five years as of experience as a program manager of other programs of similar complexity and size
- " Experience in managing or developing automated logistics support systems

C-10.1.2 Functional Area Managers and Technical Experts. Offerors must designate one or more fully qualified individuals who have education and experience comparable to the following criteria:

C-10.2.2.1 Logistics Support Manager. This individual(s) should have education and experience comparable to the following criteria:

- " At least five years experience in planning and managing shipboard logistics support programs;
- " A working knowledge of logistics related data, including shipboard equipment characteristics, equipment technical documentation, and parts identification information and sources;
- " A working knowledge of repair part research methods;
- " Hands-on experience in shipboard logistics support.

C-10.2.2.2 Financial Manager. This individual(s) should have education and experience comparable to the following criteria:, as a minimum:

- " An MBA and five years experience working for a Government of contractor; or a Masters degree in Accounting, a CMA or CPA
- " Experience managing an annual budget of greater than 4 million dollars

C-10.2.2.3 Marine Engineering Maintenance Specialist(s). These individual(s) should have education and experience comparable to the following criteria::

- " A marine engineering degree or fifteen years marine engineering experience maintaining shipboard equipment and systems. Licensed engineer would be beneficial
- " A working knowledge of computerized shipboard maintenance systems.

C-10.2.2.4 Procurement Research Specialist(s). The individual(s) should have education and experience comparable to five years or more experience in the determination of operational requirements; must have working knowledge of the Federal Supply System and commercial procurement practices. Expertise in use of Haystack®, PartsMaster®, CD-FICHE®, or equivalent would be beneficial.

C-10.2.2.5 Buyer. This individual(s) should have education and experience comparable to five years or more experience working as a Buyer in an environment Governed by the FAR.

C-10.2.3 Location of Key Personnel. The following Key Personnel must maintain an office(s) within one hour commuting distance of MARAD headquarters in Washington, DC:

- " Program Manager
- " Financial Manager

C-10.2.4 Working Hours of the Project Manager. To facilitate prompt and effective communication, and when not on travel or leave, the normal working hours of the Program Manager must closely approximate those of the COTR.

C-10.3 Duty Stations of Logistic Overhaul Team Members. For the purposes of controlling travel costs and computing travel expenses to be billed to MARAD, all members of the contractor's logistics overhaul teams (excluding supervisors and managers) shall be based in either the Tidewater area of Southeastern Virginia or San Francisco Bay Area of California.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 29 of 60
---------------------	------------------------------------	--	---------------

## SECTION D -- PACKAGING AND MARKING

### D.1 PRESERVATION AND PACKAGING

The contractor will ensure that the material furnished and/or shipped under this contract are grouped into as few shipments as practical, and packaged in a manner to ensure prompt, intact delivery. At a minimum, this shall consist of the contractor's standard commercial packaging.

Each package shall be marked with the appropriate delivery address, contract number, and name and address of the contractor, for return address purposes.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 30 of 60
---------------------	------------------------------------	--	---------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.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://www.arnet.gov/far/current/html/FARMTOC.html>

----- ----- ----- <b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-03	Inspection Of Supplies Cost-Reimbursement	May 2001
52.246-05	Inspection Of Services Cost-Reimbursement	April 1984
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

E.2 CLAUSE NOT APPLICABLE

FAR Clause 52.246-06 referenced above has been automatically added by the automated contract writing system but DOES NOT apply to this contract.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 31 of 60
---------------------	------------------------------------	--	---------------

## SECTION F -- DELIVERIES OR PERFORMANCE

### F.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://www.arnet.gov/far/current/html/FARMTOC.html>

----- ----- ----- ----- ----- ----- ----- <b>Clause</b>	<b>Title</b>	<b>Date</b>
52.247-30	F.O.B. Origin, Contractor's Facility	April 1984
52.247-34	F.O.B. Destination	November 1991
52.247-32	F.O.B. Origin, Freight Prepaid	June 1988
52.242-15 Alt I	Stop-Work Order (Aug 1989) Alternate I	April 1984

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is one year and may be extended by as many as all four (4) of the 12-month options contained in the contract. The total period of performance of this contract if all options are extended shall be sixty (60) months. The commencement date of this contract is February 1, 2006.

### F.3 DELIVERABLE REPORTS

The contractor will prepare and submit periodic data and information reports in accordance with the schedule and format described in the Contract Data Requirements List (Attachment 1).

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 32 of 60
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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTOR REPRESENTATIVE

The Contractor shall designate one of its personnel to act as manager and delegate to this person the complete authority to decide all technical matters connected with this contract. The Contractor shall further designate a second employee as alternate with authority to act as and upon the behalf of the manager in the event of the absence or incapacity of the designated manager. The Contractor shall advise the Contracting Officer in writing of the persons so designated.

### G.2 INVOICE REQUIREMENTS

If or until electronic invoicing is made available, invoices shall be submitted in an original and two copies to: U.S. Department of Transportation, Maritime Administration, Division of Accounting Operations, MAR-333 Room 7325, 400 7th Street, S.W., Washington, DC 20590. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (a) Name of the business concern and invoice date.
- (b) Contract number, or other authorization for delivery of property or services.
- (c) Description, price, and quantity of property and services actually delivered or rendered.
- (d) Hours expended to date by work authorization and labor category.
- (e) Shipping and payment terms.
- (f) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (g) Other substantiating documentation or information as required by the Contracting Officer.

### G.3 METHOD OF PAYMENT

- (a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.
- (b) The Contractor shall forward the following information in writing to DOT/Maritime Administration, Division of Accounting Operations, MAR-333, 400 7th Street, SW, Room 7325, Washington, DC 20590 not later than 7 days after receipt of notice of award.
  - (1) Contract or Purchase Order Number.
  - (2) Full name (where practicable), title, phone number, company's IRS Taxpayer ID number, and complete mailing address of responsible official(s), (I) to whom checks are to be sent, and (ii) who may be contacted concerning the bank account information requested below.
  - (3) The following bank account information required to accomplish wire transfers:
    - (i) Name, address, and telegraphic abbreviation of the receiving financial institution.
    - (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 33 of 60
---------------------	------------------------------------	--	---------------

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to U.S. Department of Transportation, Maritime Administration, Division of Accounting Operations, MAR-333 Room 7325, 400 7th Street, S.W., Washington, DC 20590 in writing at least 30 days before the effective date of change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraph (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Failure to submit information required by this clause could result in delay in processing of invoices for payment.

#### G.4 PAYMENT DUE DATE

(a) Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice.

(b) The date of the check issued in payment shall be considered to be the date payment is made.

(c) Payments under this contract will not be paid earlier than the date specified herein unless the Contractor offers a discount. Discounts will be taken by the Government only when economically justified under the provisions of Volume I, Treasury Fiscal Requirements Manual 6-8040.30.

#### G.5 ADDRESS OF CORRESPONDENCE

All correspondence except as otherwise specified shall be directed to the Contracting Officer at the following address:

DOT/Maritime Administration  
Office of Acquisition  
400 7th Street, Room 7310  
Washington, D.C. 20590  
Attn.: Erica L. Williams

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 34 of 60
---------------------	------------------------------------	--	---------------

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 ORDERING

Work ordered under this contract will be accomplished through the issuance of Task Orders and Delivery Orders by the Contracting Officer.

(a) Task Orders (TO) will be issued for functional areas described in section C. CLINs established under each TO will:

1. Direct the contractor to accomplish specific work within in the scope of the contract
2. Fund the specific work ordered
3. Reference the fiscal year and program element that funds the work ordered
4. Contain a completion date for the work ordered
5. Identify the format and content of any deliverables to be provided by the contractor

The contractor shall not exceed the ceiling amount applied to any TO or CLIN.

(b) Delivery Orders (DO) will be issued to the contractor for the procurement of spare parts IAW C.9 of the contract.

The D.O. will contain a control number, part numbers, part descriptions, quantity, unit costs, total costs and anticipated delivery dates.

The contractor shall not exceed the amount applied to any individual D.O.

### H.2 INCREMENTAL FUNDING OF TASK ORDERS

It may necessary for the Government to issue task orders not fully funded at the time of award (i.e., TOs that cross fiscal years, etc.) These orders will be issued with the following clause:

"The total amount of this task order is \$\$\$\$\$; however, only \$\$\$\$\$ is funded with this action and work is only authorized until MM/DD/YYYY. If and when funds are available, they shall be added to this task order by unilateral action of the Government. The contractor is notified that the Government is not obligated to reimburse for costs exceeding the funds obligated under this order and the contractor exceeds the ceiling at his own risk. The task order incorporates by reference the clause 52.232-22 LIMITATION OF FUNDS (APR 1984). This clause applies to the task order amount."

### H.3 SPECIAL CONTRACT REQUIREMENT

Until such time as this contract is fully funded, clause 52.232-20, Limitation of Cost shall be ineffective and clause 52.232-22, Limitation of Funds shall apply. At such time as this contract is fully funded, said clause 52.232-20 shall become fully effective and applicable in lieu of clause 52.232-22.

### H.4 TRAVEL

Travel costs for logistics overhaul team members (except supervisors and managers) shall be allowable at the lesser of 1) Federal Travel Regulations (FTR) from origin or 2) FTR for origin of Tidewater area of Southeastern VA for East Coast overhauls or San Francisco origin for West Coast overhauls.

For the purposes of controlling travel costs and computing travel expenses to be billed to MARAD, all members of the contractor's logistics overhaul teams (excluding supervisors and managers) shall be based in either the Tidewater area of Southeastern Virginia or San Francisco Bay Area of California.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 35 of 60
---------------------	------------------------------------	--	---------------

## H.5 GOVERNMENT FURNISHED EQUIPMENT

The Government shall provide equipment to enable the contractor to perform in accordance with the Statement of Work.

This equipment may include (and is subject to change based on technological advances):

<u>ITEM</u>	<u>MODEL</u>	<u>MANUFACTURER</u>
LAPTOP	LATITUDE (PP01S)	DELL
LAPTOP	SATELLITE 1410-S173	TOSHIBA
LASER PRINTER	LASERJET 1200SE	HEWLETT PACKARD
LASER PRINTER	C4224A	HEWLETT PACKARD
PRINTER	LASERJET 1200	HEWLETT PACKARD
SCANNER	SPT 1550-ZRG80400	SYMBOL TECHNOLOGY, INC.
SCANNER, PALM POWERED	SPT1550-ZRG80400	SYMBOL TECHNOLOGY, INC.
ADOBE LICENSE NUMBERS	(SHEET OF PAPER)	ADOBE ACROBAT 6.0
CPU	DHMF1852	DELL
FONT	C39TOOLS	AZALEA SOFTWARE
LABELING SYSTEM	P-TOUCH PC	BROTHER
MONITOR, FP	E172FP DELL	
MS PROJECT STANDARD 2003		
TAGS & REPORTS FOR LOGISTICS OVERHAULS		
CPU	DHMF1852	DELL
MONITOR	FLAT PANEL	DELL

All equipment furnished by the Government to the contractor shall only be used in support of this contract and will be maintained by the contractor in accordance with FAR 52.245-05 and reported and accounted for in accordance with TAR 1252.245-70.

## H.6 DUPLICATION OF EFFORT

The Contractor hereby certifies that cost for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500.00. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contractor or subcontract it has performed or is performing which involves work directly related to the purpose of this contract.

## H.7 PERMIT AND WAIVER FORMS

Prior to access to any vessel, each of the contractor's personnel who require access to a MARAD vessel shall sign the appropriate permit and waiver forms provided by MARAD.

## H.8 SUPERVISION

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

## H.9 STANDARDS OF EMPLOYEE CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 36 of 60
---------------------	------------------------------------	--	---------------

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<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 38 of 60
---------------------	------------------------------------	--	---------------

52.242-13	Bankruptcy	July 1995
52.245-01	Property Records	April 1984
52.245-05	Government Property (Cost-Reimbursement, Time-And-Materials, Or Labor Hour Contracts)	May 2004
52.246-23	Limitation Of Liability	February 1997
52.246-25	Limitation Of Liability--Services	February 1997
52.247-63	Preference For U.S. Flag Air Carriers	June 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	April 2003
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991
52.237-03	Continuity Of Services	January 1991
1252.245-70	Government Property Reports	October 1994
1252.242-72	Dissemination of Contract Information	October 1994
1252.242-73	Contracting Officer's Technical Representative	October 1994
1252.223-71	Accident and Fire Reporting	October 1994
1252.242-71	Contractor Testimony	October 1994
52.215-02	Audit and Records--Negotiation	June 1999
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.248-01	Value Engineering	February 2000
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	October 1997
1252.237-70	Qualifications of Employees	October 1994
52.216-07	Allowable Cost and Payment	December 2002
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.243-02 Alt II	Changes--Cost Reimbursement (Aug 1987) -Alternate II	April 1984
52.222-41	Service Contract Act Of 1965, As Amended	July 2005
TEXT	1252.239-70 Security Requirements/Unclassified Information Techn.	
TEXT	1252.239-71 Information Technology Security Plan and Accreditation	
TEXT	1252.219-71 Section 8(a) Direct Awards (MAY 2005)	
52.223-10	Waste Reduction Program.	August 2000
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.222-02	Payment For Overtime Premiums	July 1990
52.232-20	Limitation Of Cost	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	January 1997
52.244-05	Competition In Subcontracting	December 1996
TEXT	1252.237-73 Key personnel	
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.223-09 Alt I	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) - Alternate I	August 2000
52.233-03	Protest After Award	August 1996
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 39 of 60
---------------------	------------------------------------	--	---------------

52.216-24	Limitation Of Government Liability	April 1984
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**I.2 1252.216-71 DETERMINATION OF AWARD FEE (MAY 2005)**

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 10 days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The amount of award fee which can be awarded in each evaluation period is limited to fifty (50) percent of the amounts set forth in CLINS 0001AD, 0002AD, 0003AD, 0004AD, and 0005AD of the contract. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

**I.3 1252.216- 72 PERFORMANCE EVALUATION PLAN OCTOBER 1994**

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor seven (7) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor thirty (30) calendar days prior to the start of the evaluation period to which the change will apply.

**I.4 1252.216-73 DISTRIBUTION OF AWARD FEE**

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: Every six months

Available Award Fee: TBD

During the the first evaluation period after award which includes phase-in, transition, etc. will not be formally evaluated. This evaluation period will be a fixed fee.

For the duration of the contract, unless otherwise revised, the award fee available for each evaluation period will be the annual base fee, if applicable, plus the available award fee for the appropriate contract year divided by two. The fixed fee for the first six months of the contract shall equal one-half the total base fee plus award fee pool for the base year.

(b) After the contractor has been paid 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. Thereafter, base fee and award fee payments may continue.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 40 of 60
---------------------	------------------------------------	--	---------------

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

#### I.5 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (MAY 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

#### I.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 41 of 60
---------------------	------------------------------------	--	---------------

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.8 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO JUNE 2003  
ELIGIBLE 8 (A) CONCERNS

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the \_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.9 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING DECEMBER 2004  
PAYMENT OF UNION DUES OR FEES.

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 42 of 60
---------------------	------------------------------------	--	---------------

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 43 of 60
---------------------	------------------------------------	--	---------------

such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Office Automation Clerk	Grade 3 \$11.29 - \$14.40/hr.
Warehouseman	Grade 5 \$14.67/hr

I.11 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I JUNE 1985  
ALT I

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract."

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

I.12 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS DECEMBER 2004

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 44 of 60
---------------------	------------------------------------	--	---------------

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## I.13 CLAUSES NOT APPLICABLE

The following FAR clauses have been automatically incorporated by reference by the automated contract writing system but DOES NOT apply to this contract:

52.216-24	Limitation of Government Liability
52.216-25	Contract Definitization
52.223-09	Estimate of Percentage of Recoved Material Content For EPA-Designated Products, Alt I
52.233-03	Protest After Award
52.243-03	Changes - Time and Material or Labor Hours

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 45 of 60
---------------------	------------------------------------	--	---------------

## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENTS AND TECHNICAL EXHIBITS

#### Technical Exhibits:

Technical Exhibit I: RRF Logistics Management Manual (Posted in the VOA Library)

Technical Exhibit II: RMS/NS5 User Guides (Posted in the VOA Library)

Technical Exhibit III: DOT Financial Management Policies Manual (Posted at <http://www.dot.gov/cfo/policysection1.htm>)

#### Attachments:

Attachment 1 - Contract Data Requirements List (CDRL) (Posted in the VOA Library)

Attachment 2 - Sample Performance Evaluation Plan (Posted in the VOA Library)

Attachment 3 - Past Performance Questionnaire (Posted in the VOA Library)

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 46 of 60
---------------------	------------------------------------	--	---------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001

K.2 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 47 of 60
---------------------	------------------------------------	--	---------------

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.3 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **\$30M**.

(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"--

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 48 of 60
---------------------	------------------------------------	--	---------------

(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;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.5 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE AUGUST 2003

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 49 of 60
---------------------	------------------------------------	--	---------------

## REPORTING

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **[Check each block that is applicable.]**

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APRIL 1984

The offeror represents that (a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 50 of 60
---------------------	------------------------------------	--	---------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.237-10	Identification of Uncompensated Overtime	October 1997
52.215-16	Facilities Capital Cost of Money	June 2003

L.2 ELECTRONIC PROPOSAL INSTRUCTIONS

- (a) In order to be considered for award, offerors must submit their proposal electronically via The Virtual Office of Acquisition (VOA). No other electronic or hardcopy proposals will be accepted or considered.
- (b) In preparing proposals, offerors shall ensure that each response is within the scope of the specific requirement/item/element to be addressed as presented within VOA.
- (c) Past Performance, Technical, and Cost sections have specific questions or fill-in areas, which will be featured on individual screens within in VOA. Offerors will have limited space to provide responses to each question. Until "Final Submit" is accomplished, offerors may edit and save their responses.
- (d) Narratives MAY be supported by attachments (charts, flow diagrams, etc.); however, offerors shall ensure, through appropriate numbering or nomenclature, that each attachment is associated with the offeror's specific response to which it applies. Documents submitted as attachments to the VOA must be in a Microsoft (MS) Office program format (e.g., Word, Excel, Project, PowerPoint, etc.) (v. 1997 or higher) or Adobe Acrobat PDF format (v. 5 or higher). The Government reserves its right to evaluate proposals solely on the narratives entered into the text fields within VOA and to not review any supporting documentation.
- (e) Offerors are cautioned that the function of copy and paste text into data fields via VOA when submitting their proposals may not work properly. Therefore, it is recommended that offerors type in the data fields. All responses must start in a text field. Offerors are responsible for the quality of the proposal submission.
- (f) For offerors whose subcontractor(s) desire to submit cost information directly to the Government unseen by the prime must have the affected subcontractors submit their cost proposal information via email to [erica.williams@dot.gov](mailto:erica.williams@dot.gov) by the solicitation closing date. The subcontractor's email subject line must read "DTMA1R05014 - Subcontractor Cost Proposal - *Insert Prime Offeror Name.*"
- (g) Any portion of an offer, which the offeror considers business sensitive or proprietary in nature, should be clearly marked as such. Unless restricted, information submitted in response to this solicitation may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (FOIA) (5 U.S.C. 551).
- (h) Minimum software requirements to interface with VOA are:

" Microsoft Internet Explorer 5.5 or higher

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 51 of 60
---------------------	------------------------------------	--	---------------

- " Netscape Navigator 6.0 or higher
- " Javascript must be enabled
- " Java applets must be enabled
- " Cookies must be enabled

Both technical assistance and acquisition content assistance are available through VOA.

### L.3 INSTRUCTIONS FOR PAST PERFORMANCE PROPOSAL & REFERENCE SUBMISSION

The following criteria for Past Performance information submissions should be followed and entered in the appropriate area in VOA:

(a) Offerors must submit relevant references which demonstrate that the offeror or its subcontractor(s) have successfully performed, within the past three (3) years, the work described in section C of the solicitation. The work must have been performed, at a minimum, at a level consistent with the services described in Section C. References shall include a reference from each major subcontractor (i.e., the sub performs more than 20% of the labor.)

At least one (1) reference must be for the prime offeror and no more than three (3) references are to be submitted.

The reference contact identified should be an individual who can fully address the kind of work performed on the referenced contract. Current, valid contact information for each contact, which has been verified by the offeror prior to proposal submission, shall be provided. References may include those from past or current contracts or subcontracts with local, state, or federal governments, or from past or current contracts or subcontracts with the private sector.

(b) Offerors may submit a short explanation describing how the work accomplished meets the requirements of section C.

(c) A Past Performance Questionnaire is located in the VOA library. Offerors are to provide this form to the references provided for completion and submission. The offeror is to request the reference be completed and submitted via email to erica.williams@dot.gov by the solicitation closing date. The reference's email subject line must read "DTMA1R05014 - Past Performance Evaluation - *Insert Evaluated Company's Name.*"

### L.4 TECHNICAL PROPOSAL INSTRUCTIONS

**Technical Approach. Section C describes the traditional MARAD approach for accomplishing RRF Logistics and Spare Parts Procurement Support Services. The Government is open to innovative technical approaches that meet its performance goals. Per Section L.4, you may propose a technical approach which differs from the Statement of Work presented in Section C.**

Successful performance under this contract demands an integration of technical capability and management expertise with emphasis on quality assurance and cost management. The resultant service contract will be Performance-Based. As such, offerors must clearly state their methodology for the accomplishment of each of the five (5) overall performance goals:

1. High-quality execution of logistics support overhauls.
2. Success in supporting RRF activations, deactivations and active RRF ships with responsive shipping, receiving and warehouse support.
3. Well documented and cost effective provisioning recommendations to support 180 days of ship operations.
4. Compliance with Government and company purchasing policies, procedures, and practices.
5. Effectively manage workload and control costs.

Offerors shall submit a written technical proposal that addresses the offeror's proposed methodology/technical approach in meeting the Government's requirements/goals outlined in Section C.

State whether you propose a technical approach to the solicitation SOW or an alternative SOW.

**FACTOR A - LOGISTICS OVERHAUL GOAL - High-quality execution of logistics support overhauls.**

Describe your management methodology, technical capability, qualifications, and experience in planning and conducting logistics overhauls on ocean-going vessels.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 52 of 60
---------------------	------------------------------------	--	---------------

Provide your methodology to provide logistics overhaul team services in each MARAD Region. This includes any teaming arrangements. Clearly specify composition of team, education/experience, supervision, quality assurance, and program management of the team.

Explain any inherent differences in your company's methodology relative in performing logistics overhauls and the logistics overhaul process as described in Section C.

Describe at least one (1) example where your company's logistics management methodology were instrumental in providing superior ship management yielding the best possible outcome at the best possible cost.

**FACTOR B - LOGISTICS, ACTIVATION, OPERATIONS, and DEACTIVATION GOAL** - Success in performing RRF activations, deactivations and active RRF ships, using responsive shipping, receiving and warehouse support.

Describe how you would handle the requirements to support a mass activation of ships. Identify the critical elements of multiple activations and the areas of risk/mitigation associated with their support. Discuss cost savings based upon your approach.

Discuss your capability and experience in supporting ships overseas. What challenges and risks do you foresee in doing this and how would you mitigate risk?

What is your company's experience in managing Chemical, Biological and Radiological Detection (CBRD) material? Explain in detail how you would manage CBRD shelf-life material, including its replenishment and disposal. If your company does not have CBRD management experience, provide your experience in managing an inventory of shelf-life intensive material.

Describe your company's process for receiving National Stock Numbered (NSN) material.

**FACTOR C -PROVISIONING GOAL** - Well documented and cost effective provisioning recommendations to support 180 days of ship operations.

Explain in detail your company's planned methodology and experience in providing provisioning recommendations and purchase requests for shipboard equipment. Be advised that the majority of MARAD equipments are commercial and foreign made and are not identified or supported in the DoD supply system.

Explain in detail how your company would screen new provisioning requirements against existing assets available within MARAD or other Federal agencies to provide cost avoidance.

**FACTOR D - PURCHASING GOAL** - Compliance with Government and company purchasing policies, procedures and practices.

Explain in detail your company's experience in providing purchasing services for the Government. Include in your explanation all the requirements identified in Section C-9.3. Also, briefly describe the results of any independent third party audit/review of the purchasing system within the past three (3) years.

Describe your company's experience in performing expedited purchases. Provide at least two (2) examples. Also provide a list of the sources of supply that your company uses, or would, use to electronically check for assets.

Describe your company's process for monitoring routine purchases for adherence to cost and schedule.

Describe your company's process for receiving material purchased for MARAD.

**FACTOR E - BUSINESS MANAGEMENT GOAL** - Effectively manage workload and control costs.

Describe your company's approach to manage fluctuations in workload.

Describe your company's approach in maximizing the retention of trained personnel.

Explain the approach and methods to be used in containing costs associated with each of the following:

- a. Logistics Overhaul Team Travel Costs
- b. Logistics Overhaul Team Per Diem Costs

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 53 of 60
---------------------	------------------------------------	--	---------------

Describe the corporate system to be used in documenting and tracking invoices and associating subcontractor/vendor invoices with MARAD issued Task Order (TO). Explain the approach and methodology to be used to ensure the timely payment of subcontractor invoices and the expeditious close-out of MARAD issued TO. MARAD intends to use an electronic invoicing system for this contract; the use of this system requires the company to have a Government-approved Accounting System.

Describe the current corporate accounting system. Indicate the results of any third party audit of the system within the past three (3) years. Provide a brief description of the results.

## L.5 HISTORICAL WORKLOAD ESTIMATES

- a. On average, for the previous three contract years, MARAD ordered an estimated 129,000 labor hours (including first tier subcontractor labor hours) each year.
- b. Approximately five (5) logistics overhauls are planned for each contract year.
- c. For the previous three contract years, MARAD ordered an estimated 3,500 spare part line items with an estimated value of \$1.8M for each year.

## L.6 COST PROPOSAL INSTRUCTIONS

- (a) Offerors shall comply with the instructions in paragraph L.6 52.215-20 Requirements for Cost or Pricing Data or Information other than Cost or Pricing data and instructions in preparing their cost proposals.
- (b) In addition to the requirements of paragraph L.6, please provide a summary sheet for each contract year and a 5-year summary sheet each of which includes subtotals for direct labor, overhead, G&A, other direct costs, base fee (if proposed) and award fee pool. Show hours and rates by labor category and provide the rate and base for indirect costs.
- (c) Offerors must further submit information required in response to paragraph L.7, Evaluation of Compensation for Professional Employees, as part of the cost proposal.
- (d) Offerors must submit a document(s) which demonstrates its ability to obtain and maintain a \$600,000 financial line of credit, if necessary, to satisfactorily fulfill the requirements of the contract.
- (e) For offerors whose subcontractor(s) desire to submit cost information directly to the Government unseen by the prime must have the affected subcontractors submit their cost proposal information via email to erica.williams@dot.gov by the solicitation closing date. The subcontractor's email subject line must read "DTMA1R05014 - Subcontractor Cost Proposal - *Insert Prime Offeror Name.*"

## L.7 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION JANUARY 2004

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 54 of 60
---------------------	------------------------------------	--	---------------

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 55 of 60
---------------------	------------------------------------	--	---------------

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation..

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date . Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is pro-posed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 56 of 60
---------------------	------------------------------------	--	---------------

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## L.8 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES FEBRUARY 1993

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 57 of 60
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L.9 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR OCTOBER 1997  
 ALT III INFORMATION OTHER THAN COST OR PRICING DATA  
 (OCT 1997) - ALTERNATE III

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal IAW instructions at L.2, Electronic Proposal Submission and VOA.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**L.10 COMPETITIVE RANGE - PROPOSAL LIMITATIONS**

In accordance with FAR 52.215-1(f)(2), the Contracting Officer intends to limit the number of proposals in the competitive range to no more than three.

**L.11 ALL OR NONE BASIS**

It is the intent that one contract will be awarded for all of the line items listed in Section B, subject to the clause in Section I entitled Option to Extend the Term of the Contract.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 58 of 60
---------------------	------------------------------------	--	---------------

L.12 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a Cost-Plus-Award-Fee contract resulting from this solicitation.

L.13 VOA LIBRARY

The VOA website contains a library, inclusive of Technical Exhibits, consisting of data relevant to this Solicitation that may be used by offerors in preparing their proposal submission. The Government will not provide hard copies of this information.

L.14 INQUIRIES

Inquiries and all correspondence concerning this solicitation document shall be submitted electronically via the Virtual Office of Acquisition (VOA) website at:

<http://voa.marad.dot.gov>.

Questions shall be submitted via VOA under the RRF Logistics and Spare Parts Procurement Services Recompete "Q&A Section." Answers will be posted on VOA.

Comments shall be posted via VOA under the RRF Logistics and Spare Parts Procurement Services Recompete "Comments" Section. No responses will be provided to "comments."

Assistance to VOA will be provided through the VOA help desk as listed on the website.

L.15 52.233-02 SERVICE OF PROTEST

AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer at the address listed below by obtaining written and dated acknowledgment of receipt from a MARAD Contracting Officer or the Director of the Office of Acquisition.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 59 of 60
---------------------	------------------------------------	--	---------------

## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.217-05	Evaluation Of Options	July 1990

### M.2 BASIS OF AWARD

An award will be made to that U.S Small Business Administration certified 8(a) offeror whose offer, conforming to the solicitation, represents the best value to the Government, price and other factors considered. All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. Technical and past performance are approximately of equal value. Consequently, the Government reserves the right to make award to other than the lowest priced offeror. The evaluated price shall consist of the total estimated cost (CLINs for direct labor and other direct costs fully burdened except for fee) plus base fee and the award fee pool for the base year and four option year periods of the contract.

### M.3 PAST PERFORMANCE EVALUATION

Past performance is one indicator of an offeror's ability to perform the contract successfully. The evaluation of past performance/risk will be two-fold, namely the degree of relevancy to, and the degree of risk regarding, performance on the instant solicitation associated with each past performance reference submitted

Past performance will be rated against the following factors, which are listed in descending order of importance, factor 1 is approximately equal to factors 2 through combined:

1. Quality of service
2. Timeliness and responsiveness of performance
3. Cost Control
4. Problems and resolutions
5. Commitment to customer satisfaction

Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance in accordance with FAR Part 15.305(a)(2)(iv).

### M.4 TECHNICAL EVALUATION CRITERIA

There are five technical evaluation factors. Under each factor the Government will assess the offeror's understanding of, thoroughness in addressing, realism and feasibility of the proposed technical approach and the cost-effectiveness of the proposed technical approach to accomplish each of the requirements listed in Section C of the solicitation.

<b>Solicitation</b>	<b>Document No.</b> DTMA1R05014	<b>Document Title</b> 5-Year Logistics Support Contract	Page 60 of 60
---------------------	------------------------------------	--	---------------

Understandably Company methodologies may differ from the SOW approach to achieve the Government's performance goals in this solicitation. Taking this into consideration, offerors may either propose a technical approach to meet the requirements of section C of this solicitation as written or treat section C as a statement of objective and substitute of statement of work based on their own proposed methodologies.

The five (5) factors are listed in descending order of importance from highest to lowest; however, Factor A is approximately equal to factors B through E combined.

**FACTOR A - LOGISTICS OVERHAUL MANAGEMENT GOAL** - The proposal demonstrates high-quality execution of logistics support overhauls through: its methodology and experience conducting logistics overhauls of ocean-going vessels; its proposed Logistics overhaul team management; examples of its logistics overhaul management experience.

**FACTOR B - LOGISTICS ACTIVATION, OPERATIONS, AND DEACTIVATION GOAL** - The proposal demonstrates the offeror can be successful in supporting ship activations, deactivations, and active deployed ships, using responsive shipping, receiving and warehouse support. The proposal should discuss approaches to Mass activation and risk mitigation, Overseas ship support capability, CBRD-type material management and NSN receipt procedures.

**FACTOR C - PROVISIONING GOAL** - Well documented and cost effective provisioning recommendations to support 180 days of ship operations.  
Experience and methodology in provisioning shipboard equipment.

**FACTOR D - PURCHASING GOAL** - Compliance with Government and company purchasing policies, procedures and practices. Government purchasing experience and audit results Expedited purchasing procedures Routine purchasing procedures Receipt of material purchased for the Government.

**FACTOR E - PROJECT MANAGEMENT GOAL** - Effectively manage workload and control costs. Managing workload fluctuations Personnel retention Controlling logistics overhaul team costs Invoice control and processing Accounting system description and audit results.

## M.5 COST EVALUATION

The offeror's cost proposal will be evaluated to determine whether the estimate is reasonable and realistic for the technical approach offered, as well as to determine the offeror's practical understanding of the effort. Costs will be evaluated to determine the reasonableness and realism of the total proposed price. Costs may be adjusted on the basis of the results of the examination for cost realism. Also the adequacy of the offeror's total compensation plan, which sets forth the proposed salaries and fringe benefits for professional employees proposed to work on the contract, will be evaluated in order to determine that all professional employees will be compensated fairly and properly. The successful offeror will also have to demonstrate its ability to obtain and maintain a minimum line of financial credit of \$600,000.00.