

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 FAR 52.252.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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):

L.1.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS (<http://www.arnet.gov/far/>)

L.1.2 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) PROVISIONS (<http://www.dot.gov/ost/m60/earl/tam.htm>)

L.2 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 Ship Manager “Q&A Section.” Answers will be posted on VOA.

Comments shall be posted via VOA under the Ship Manager “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.3 PRE-PROPOSAL CONFERENCE

a. The Government is planning a pre-proposal conference. This conference is tentatively scheduled for the week of July 8, 2004 and will be conducted in Washington, D.C. metro area. In order to facilitate the conference preparations, it is requested that you complete the Pre-Proposal Registration Form, available on the VOA and submit it no later than July 1, 2004. MARAD will provide the site location of the conference on the VOA.

b. Pre-proposal conference materials will be posted on the VOA.

If an amendment is issued following the pre-proposal conference, it will be posted on the VOA. It is the responsibility of potential offerors to obtain the information once posted.

c. Offerors are CAUTIONED that responses, answers, remarks, or clarifications provided at the pre-proposal conference are informational. Terms and conditions of the solicitation remain unchanged unless they are specifically changed by an amendment. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting any offer.

L.4 PROPOSAL SUBMISSION

Proposals submitted in response to this Solicitation shall be submitted via the VOA website at <http://voa.marad.dot.gov>. In order to submit a proposal, offerors must first register with the VOA to receive a secure password. Each individual representing the offeror authorized to work on the proposal must register and will have an individual password. Offerors must also register on the Ship Manager's Bidder's Mailing List.

Offerors registered on VOA, and the Ship Manager's bidders mailing list, shall submit proposals via VOA. Hard copies of proposals or submissions via any other medium, unless specifically specified in the Solicitation, shall neither be accepted nor evaluated.

Proposals must be submitted via VOA by the date and time specified in block 9 of the SF 33. VOA will not allow proposal submissions, revisions after the designated time for submission of proposals. (see FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)). **CAUTION: Offerors must accomplish a “Final Submit” in the VOA for the proposal to be considered. Once a “Final Submit” has been accomplished, no further revisions to the proposal can be made. Offerors are cautioned to allow sufficient time for electronic proposal completion and supporting document uploading. Once a “Final Submit” has been accomplished, VOA will indicate that “The Proposal Has Been Successfully Submitted.”**

Offerors are encouraged to carefully read and follow the proposal submission instructions outlined on the VOA website. Proposal submission information must be provided in the appropriate spaces/section designed on VOA. The Government will not be responsible for looking for and evaluating proposal information provided in spaces/sections other than those designated on VOA.

The Government will evaluate proposals submitted via VOA in accordance with the criteria established in Section M of this Solicitation. Offerors are cautioned that the Government may elect to award contracts resultant from the initial proposals, without holding discussions.

If revisions are requested, they will be submitted electronically via VOA, and evaluated on the same basis as previous submissions. The Government reserves the right to reject any proposal if any data submitted with a revision is inadequate to establish the acceptability of the revised offer. Any revision received after the closing time and date specified will be considered a late offer in accordance with FAR 52.214-7.

L.5 LIBRARY

The VOA website contains a library, inclusive of Technical Exhibits, consisting of ship specific information and 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.6 PROPOSAL INSTRUCTIONS - GENERAL

L.6.1 Proposals submitted in response to this Solicitation must be prepared as follows:
The content of each of these sections is discussed further in Sections L.7 through L.12.

L.6.1.1 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).

In preparing proposals, offerors shall ensure that each response is within the scope of the specific requirement/item/element to be addressed as presented on the VOA.

Unless indicated otherwise, the offeror's written responses shall be assumed to address all vessels within each Group on which the offeror is proposing.

Technical/Management, Past Performance and Price sections below have specific questions, which will be featured on individual screens on the VOA. Offerors will have limited space to provide responses to that specific item. Until "Final Submit" is accomplished, offerors may edit and save their responses.

Narratives may be complimented 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).

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.

Minimum software requirements to interface with VOA are:

- Microsoft Internet Explorer 5.5 or higher
- Netscape Navigator 6.0 or higher
- Javascript must be enabled
- Java applets must be enabled
- Cookies must be enabled

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

For all methodologies requested throughout Section L sub-factors, the offeror shall identify any perceived risks and how the risk will be mitigated.

Offerors shall ensure that responses carefully and clearly point out differences in approach if any part of the approach changes depending on the ship group and/or type.

L.7 PART 1 - SPECIAL STANDARDS – MANDATORY REQUIREMENTS

L.7.1 Offerors must submit documentation adequate for the Government to clearly discern compliance with the mandatory requirement standards for this acquisition. The Government will review all documentation provided in Part 1 as the first step in the proposal review process. Note: Portions of Part 1 information may be required again in Part 2; however, the Government will evaluate Part 1 as a mandatory requirements decision factor. Offerors must meet the following Special Standards–Mandatory Requirements in order to be considered for inclusion in the competitive range.

In order to ensure compliance with these mandatory requirements by establishment of the competitive range, offerors must submit the required documentation by the following submission due dates:

Special Standard/Mandatory Requirement	Submission Due Date	Compliance Date
U.S. Citizenship requirement (see Section L.7.2)	July 15, 2004	Sept 15, 2004
Vessel Owner/Operator (see Section L.7.3)	July 15, 2004	July 15, 2004
Minimum Working Capital (see Section L.7.4)	July 15, 2004	Sept 15, 2004

L.7.2 Citizenship requirement. Offerors must submit documentation which demonstrates compliance with the requirements stated in Section H.11, United States Citizenship and complete the certification in Section K.7, Affidavit of United States Citizenship. An offeror which is a corporation shall submit copies of its Articles of Incorporation and By Laws. An LLC shall submit copies of its Articles of Organization and its Operating Agreement. All supporting documents shall be accompanied by a certification attesting to the accuracy of those documents executed by either the Secretary of the State in which the offeror is incorporated or by an Officer or the company authorized to execute such certification. The original Affidavit and supporting documentation shall be scanned and provided in .pdf format by the submission date. Originals of the Affidavit and certification shall be mailed to the PCO. Offerors must establish “citizenship” in the form and manner prescribed in 6 CFR §355 to the satisfaction of the MARAD by the compliance date specified above.

L.7.3 Vessel Owner/Operator. Offerors must be operators or owner/operators within the past five (5) years of at least one (1) self-propelled vessels, or Integrated Tug/Barge, of at least 450'LLWL, with a minimum cargo capacity of 7,500 DWTs or a Tanker of at least 25,000 DWTs. Offerors must complete Section K.8, Certification of Vessel Owner/Operator, listing name, size, and registry of vessel meeting this requirement and include this list in its Part 1

proposal submission.

L.7.4 Minimum Working Capital. \$250,000 per vessel. Offerors, must provide evidence of working capital sufficient to perform the duties required by this contract. Ship Managers must maintain at least \$250,000 per ship throughout the life of the contract. The specific requirements pertaining to minimum working capital are detailed in Section G.10, Minimum Working Capital Requirements. Such proof must meet the requirements specified in Section G.10, Minimum Working Capital Requirements. Offerors must update evidence of minimum working capital for any proposal revisions for additional vessels.

L.8 PART 2 - TECHNICAL/MANAGEMENT PROPOSAL

Overview. Successful performance under this contract demands an integration of technical capability and management expertise with emphasis on quality assurance and cost management. This is a PBSC. As such, offerors must clearly state their methodology for the accomplishment of each of the six (6) overall performance goals:

1. Responsive, high-quality execution of fleet maintenance requirements.
2. Success in performing or supporting core RRF requirements.
3. No adverse impacts on the environment and adherence to safety standards and sound safety practices.
4. Ability to adequately crew the ship with qualified marine personnel.
5. Comply with Government and company policies, procedures, and practices.
6. Effectively manage and control costs.

This includes how sub-tasks will be accomplished. Portions of each offeror's proposal will be incorporated into the resulting contract. Portions of the incorporated contract will be used in the Government's QASP.

There are technical sub-factors, which are clearly marked ROS or RRF only. Offerors must address all applicable sub-factors.

Sub-factors labeled “NO SCORE” in Section M do require a submission.

L.8.1 GENERAL - NO EVALUATION SCORE GIVEN

L.8.1.1 Identification of groups proposed based upon TE-4. For example: Group 1, 7, and 21. Or "All groups 1 through 21."

L.8.1.2 Corporate Limit. The Government Limitation of Award is initially 12 vessels. If you desire to qualify your proposal below the Government's Limitation of Award, clearly state it, otherwise state 12.

L.8.1.3 For A Joint Venture. Clearly define the duties and responsibilities of each party of the venture, authority and communication between and among the parties, and methodology for supervising work performed. State, who in the Joint Venture will be the signature party.

L.8.2 TECHNICAL/MANAGEMENT FACTORS

Technical/Management will address the offeror’s understanding of, thoroughness in addressing, and stated methodology to accomplish each of the performance requirements identified with the PWS that are related to the performance goal (elements).

L.8.2.1 FACTOR A - MAINTENANCE MANAGEMENT GOAL - Responsive, high-quality execution of fleet maintenance requirements.

L.8.2.1.1 Describe your management methodology, technical capability, qualifications, and experience in the maintenance and repair of ocean-going vessels.

L.8.2.1.2 Provide your methodology to provide port engineering services by ship group. This includes any teaming arrangements. Clearly specify composition of team, education/experience, supervision, quality assurance, and program management of the team.

L.8.2.1.3 Provide your understanding and approach to developing a Business Plan and executing an annual work plan as described in the Section C, its development and execution, as related to the performance of scheduled requirements inclusive of scheduled regulatory surveys, inspections and preventative maintenance, funded corrective maintenance and repairs, estimating costs of unknown repairs, maintenance activation/sea trails, etc.

L.8.2.1.4 Explain any inherent differences in your methodology relative to the performance of scheduled preventative maintenance and corrective maintenance (repairs) between Phase M and Phase O.

L.8.2.1.5 Consider each vessel in Phase M. Describe where you, as the Ship Manager, foresee areas of risk and its corresponding mitigation, both in terms of performance and cost, relative to the following:

- a. Maintaining Readiness
- b. Continuity and Scheduling of Preventative Maintenance
- c. Performance of Corrective Maintenance and Repairs
- d. Execution of the Business Plan

L.8.2.1.6 For any vessel with an ROS crew, provide a list showing the number and ratings in each crew. This may be by class if there are no changes. However, if there are changes within a class, then the list must be by ship. Explain how each rating will support the readiness of the ship specific to the ship type. (ROS ONLY)

Note: Minimum ROS crew is 10, with Chief Engineer, Chief Mate, Bosun, and 1st AE. Maximum ROS crew is your decision.

L.8.2.1.7 Explain how you intend to allocate the performance of corrective maintenance and repairs between the number and rating levels of ROS crew and outside (industrial) support services while maintaining your schedule for the performance of scheduled preventative maintenance. (ROS ONLY)

L.8.2.1.8 Explain your methodology with respect to Preventative Maintenance/Conditioning Monitoring (PM/CM) in support of continuous machinery survey and the readiness of MARAD ROS vessels. (ROS ONLY)

L.8.2.1.9 Provide your methodology for a total maintenance/activation/deactivation program for RRF-10 vessels inclusive of berth location, a maintenance retention crew which is not subject to fulfilling ROS training or sailing obligations. Creative approaches are encouraged. (RRF-10 ONLY)

For your information while considering this factor:

One approach you may consider is having preventative maintenance performed by fleet personnel.

NOTE: The Government recently concluded an A-76 RFP and operates under a Most Efficient Organization (MEO).

The Government's fleet personnel will support the execution of Phase M Preventative Maintenance Plan (copy provided in the Technical Library) inclusive of approximately 1,900 labor hours. This estimate includes 1,300 hours for executing the Plan. The Government will provide 600 labor hours for accomplishing minor repairs on vessels at the fleets during the performance of the maintenance plan. Minor repairs are defined as a single corrective action related to the execution of the Plan which can be accomplished within 24 labor hours over a one (1) eight hour day. Any deficiency exceeding the minor repair definition shall be incorporated as a change to the vessel's current year business plan or entered in the five year business plan. The cost of the Government's Plan performed twice a year, six (6) months apart is \$262,200.00.

Offerors may elect to 1) use the Government plan, 2) modify the plan, 3) offer in their own methodology utilizing their own personnel. This must be addressed in their proposal.

Ship Manager's whose Plan exceeds 1,300 hours, must provide an hourly estimate of the time (in hours) and cost (per skill level) to accomplish this work. This estimate is part of the annual business plan.)

Work in excess of 1,300 hours will be accomplished at the Ship Manager's expense.

Costs for fleet performance of maintenance procedures are not reimbursable. MARAD will transfer up to \$262,200 for the Government plan directly to the fleet.

The Ship Manager is required to purchase all supplies used in connection with execution of any preventative maintenance methodology and have them delivered to the fleet. These supplies, including transportation are reimbursable.

The Fleet has limited support for Ship Manager personnel, as well as limited launch; lift and crane services. Contact the Fleet Management via the COTR for cost and availability of this equipment.

The Government is responsible for maintaining dehumidification and cathodic protection systems and vessel alarms (fire, flooding), fleet security (both landside and waterside) and heavy weather response.

Routine ship movements are limited to Tuesdays, Wednesdays, and Thursdays. Unscheduled/emergency services will be provided at any time. Ship Manager is responsible for arranging for tugs.

{end of RRF10 information}

L.8.2.1.10 Describe at least one (1) example where your company's vessel maintenance management methodology, technical and logistic capabilities were instrumental in providing superior ship management yielding the best possible outcome at the best possible cost.

L.8.3.1 FACTOR B - LOGISTICS, ACTIVATION, OPERATIONS, and DEACTIVATION GOALS - Success in performing or supporting core RRF requirements.

L.8.3.1.1 Describe how you, as the entire Ship Manager organization, would handle a mass activation of ships up to either your corporate limit or Government 12 ship maximum inclusive of the all personnel to be involved and their roles. Identify the critical elements of multiple activation's and the areas of risk/mitigation associated with their accomplishment. Discuss cost savings based upon your approach.

L.8.3.1.2 Discuss your capability and experience towards accomplishing ships' business and repairs overseas. What challenges and risks do you foresee in doing this with Government ships and how would you mitigate risk in today's global political environment?

L.8.3.1.3 What is your company's methodology and policies towards acquiring, promoting, and maintaining a high performance crew? How do you promulgate and enforce standing orders and Deck and Engineering Night Orders?

L.8.3.1.4 Explain your contingency plan addressing both surge and sustained RRF operations. Explain your access to sustainable and scalable sources of trained mariners at all ratings; your labor sources' ability to reliably provide trained and competent mariners for sustained period of one year and three years; the ability of your manning sources to handle sustained surge operations in the event of a massive increase in demand for mariners; how your labor sources develop new labor (training and skills); how your labor source provides continuing training opportunities applicable to RRF vessels; any alternative manning sources, consortiums, or agreements which would be available to Government vessels should they be needed; the manning factor per billet ratio available from your labor sources; and the projected manning retirement ratios of mariners from your labor sources over the next five (5) years.

L.8.3.1.5 Describe how you will integrate MARAD logistic policies and procedures into your company's policies and procedures for managing property control. Specifically address the management of repair parts inventory for maintenance, controlled material and equipment, and equipment configuration control.

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L.8.3.1.6 Provide where you, as the Ship Manager, foresee areas of risk and how you proposed to mitigate it, both in terms of performance and cost, relative to the following:

- a. Spare Parts Inventory Management
- b. Maintaining Vessel Equipment Configuration
- c. Maintaining Currency of Vessel Drawings and Technical Manuals

L.8.3.1.7 Provide your corporate experience in the activation of vessels that were under long term lay-up for a period in excess of ninety (90) days, identify and describe the following:

- Name of Vessel
- Approximate Lay-Up Period
- Type of Lay-Up and Reason for Lay-up
- Time to Activate
- Method of Activation (Crew/Industrial Assistance)
- Cost to Activate
- Period of Operation (following Activation)
- Unique Factors/Aspects/Problems during Deactivation
- Unique Factors/Aspects/Problems during Activation

L.8.3.1.8 Provide a brief summary of your methodology and experience with Ship Operations. Address overtime containment, fulfillment of military communications requirements, and embarkation of military personnel onboard RRF vessels and crew rotations.

L.8.3.1.9 Provide as a listing of all vessels owned and/or operated or managed (operated) within the past five (5) years. Specify your role – ex "manning agent". Include the following:

- Name of Vessel
- Type/Description of Vessel Operational Period(s) (liner, weekly; charters and dates)
- Service (Trade/Route/Geographical Area)
- Role: "full management services," "manning"

For the five year list, list names of vessels no longer managed, and why.

L.8.4.1 FACTOR C - SAFETY, ENVIRONMENTAL, SECURITY GOALS - No adverse impacts on the environment and adherence to safety standards and sound safety.

L.8.4.1.1 (NO SCORE) Explain your timeline for having both ISM DOC and interim SMC for the ship type bid. Account for interim DOCs, experience in obtaining an interim SMC and how it will be applied to obtaining new ones. Provide a copy of any SMC held.

L.8.4.1.2 Explain your approach for providing the required internal vessel security on a 24/7 basis while at an outport (layberth). Address co-located ships, if applicable; rounds, restrictions, qualifications or training of security standers, and role of vessel security officer.

L.8.4.1.3 Describe any past corporate experience in the preparation for the following type plans/documents:

- a. Vessel Security Plan
- b. Shipboard Waste Management Plan
- c. Mooring Plan
- d. Severe Weather Plan

L.8.4.1.4 Describe a specific incident, which demonstrated your company's ability to rapidly respond and effectively mitigate potentially serious damage to the environment or mitigate a serious threat to the security of the vessel and/or its crew. Real world incidents may be used as examples.

L.8.4.1.5 Describe your approach and methodology regarding delegation of responsibilities for and training of staff members inclusive of port engineers in the areas of Safety, Environment, and Security.

L.8.4.1.6 (NO SCORE) Identify any environmental or safety violations and/or fines (Federal, state, or local); or incidents reported to Insurance P&I clubs within the past three (3) years. Describe any safety or environmental awards issued by your company or received from a third party source within the past three (3) years.

L.8.4.1.7 (NO SCORE) Identify date of most recent third party audit of your ISM Certification including auditing party. Provide a narrative description of the results of the audit. Identify the next scheduled date of third party audit.

L.8.5.1 FACTOR D - HUMAN RESOURCES GOAL - Ability to adequately crew the ship with qualified marine personnel.

L.8.5.1.1 Explain the role of your principal ROS crew members, in both Phase M and Phase O, in the performance of the requirements of the Section C as related to: (ROS ONLY)

- a. Maintenance Management
- b. Logistics Management
- c. On-Board Training - discuss rotation of staff for training
- d. Vessel Security
- e. Communications
- f. Medical Services

L.8.5.1.2 Describe practices and procedures to be used to ensure continuity of services during Phases M and O while adequately providing the time required for normal staff and crew rotations for additional experience or training, sick leave, vacation time, non-working hours, etc.

L.8.5.1.3 For each vessel within each class, provide as a list by ship the vessel's FOS operational crew complement for point-to-point service. Although FOS crewing is reimbursable, the

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proposed staffing level will be incorporated into the contract. You will be required to fulfill this staffing level unless a change is ordered by the COTR.

L.8.5.1.4 Explain the role of the Port Engineering staff and, as applicable, their interaction with either the ROS crew, contractors, or NDRF fleet personnel in the execution of the Business plan as related to the following:

- a. Phase M (Preventative and Corrective Maintenance and Repairs)
- b. Drydocking and major availabilities
- c. Activation
- d. Deactivation

L.8.5.1.5 Explain your approach and methodology for ensuring the ROS crew members have and remain current in STCW-95 or successive agreement, certification and training requirements. Address training and vacation time taken together. Explain what programs, if any, your corporation offers to enhance mariner at sea experience. (ROS ONLY)

L.8.5.1.6 (NO SCORE) Provide a list of negotiated bargaining agreements inclusive of incorporated RRF clauses. Specifically cite appropriate clauses/page references for:

- a. War Risk Bonus
- b. Imminent Danger Bonus

Note: CBAs will be provided in accordance with Section L.11.2. Do not attach CBAs here.

L.8.5.1.7 (NO SCORE) Submit an organizational flow diagram including:

- Parent Corporation
- The offeror (if different)
- Affiliated Corporations
- Major subcontractors, including Port Engineer, personnel management firms, if applicable.

(NOTE: although no direct score for the chart is given, this sub-factor and the chart for the sub-factor L.8.5.1.8 are used as part of the technical evaluation of the reasonableness of the methodology for every sub-factor.)

L.8.5.1.8 (NO SCORE) Submit an organizational diagram* of the offeror - include names of incumbents:

- President
- Department Heads, Vice-Presidents/Officers as applicable
- Management POC who will hold authority to resolve SMC issues and commit company.
- ISM designated POC with authority to halt unsafe practices
- RRF Program Manager
- Quality Assurance

- Operations
- Engineering
- Port Engineers
- Purchasing/Acquisition
- Logistics
- Finance/Accounting
- Marine Personnel
- Marine Claims
- Safety office
- Environmental
- Security officer/facilities clearance coordinator
- Classified Materials Manager if different from above

* You are not limited to the above titles which are provided as a sample. Substitute equivalent titles if necessary.

(NOTE: although no direct score for the chart is given, this sub-factor and the chart for the sub-factor L.8.5.1.8 are used as part of the technical evaluation of the reasonableness of the methodology for every sub-factor.)

L.8.6.1 FACTOR E - BUSINESS MANAGEMENT GOAL - Comply with Government and company policies, procedures, and practices.

L.8.6.1.1 Describe approach to maximize the retention and continuity of experienced shoreside staff and ROS crew.

L.8.6.1.2 Describe the current corporate commercial purchasing system (procedures) associated with the acquisition of goods and services. Briefly describe the results of any independent third party audit/review of the purchasing system within the past three (3) years.

L.8.6.1.3 Describe the topic areas which your Quality Assurance Plan will address. Provide information, as applicable, relative to third party auditing of corporate documentation, policies and practices as related to the Quality Assurance Plan. Who does what type of audit? frequency? What staff is trained as internal auditors?

L.8.6.1.4 Provide at least one (1) example, of corporate action taken to address a non-compliance or discrepancy with the practices and procedures of the Quality Assurance Plan.

L.8.7.1 FACTOR F - FINANCIAL MANAGEMENT GOAL - Effectively manage and control costs.

L.8.7.1.1 Explain the approach and methods to be used in containing costs associated with each of the following:

- a. Claims for Personnel Injury
- b. Operational Overtime
- c. Claims for Property Damage

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L.8.7.1.2 Describe any corporate systems that are intended to be used to document and track operational overtime.

L.8.7.1.3 For the past five (5) years identify the dollar value by fleet, on a yearly basis, the following costs incurred in terms of each fleet (commercial, MSC and MARAD vessels):

- a. Claims for Personnel Injury
- b. Claims for Property Damage
- c. Maintenance and Cure

L.8.7.1.4 Describe the corporate system to be used in documenting and tracking invoices and associating subcontractor/vendor invoices with MARAD issued 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.

L.8.7.1.5 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.9 PAST AND PRESENT PERFORMANCE

L.9.1 Past and Present Performance Information Data

In order to allow for sufficient evaluation time of past and present performance information, offerors must submit the required documentation by the following submission due date:

Past and Present Performance	Submission Due Date
Past and Present Performance Information Data	July 15, 2004

a. Contents. The offeror shall submit Past and Present Performance Information Data as follows:

- (1) Summary page describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner that the offeror is required to provide Past Performance Information data on in accordance with paragraph b. below.
- (2) Past Performance Information Data in accordance with Attachment J-7, (See paragraph b. below)
- (3) Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information so the offeror can respond to such information. A sample consent letter is attached as Attachment J-8.
- (4) Client Authorization Letters for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.

(5) Organization Structure Change History—See paragraph e. below.

- b. Past and Present Performance Information Data. Submit information on contracts you consider most relevant in demonstrating your ability to perform the proposed effort. The offeror shall submit Performance Information Data in accordance with the format contained in Attachment J-7. This information is required on the offeror and subcontractors, teaming partners, and/or joint venture partners proposed to perform 50% of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. The offeror shall provide no more than five (5) Performance References identifying active or completed contracts, either Government or commercial, for each prime, teaming partner, and/or joint venture partner (within the same division or cost center) and no more than three (3) Performance References for each major or critical subcontractor. Each relevant contract shall have been performed during the past three (3) years from the date of issuance of this Solicitation. Each Performance Reference for each contract is limited to two (2) pages, or the corresponding data field restriction. Offerors are cautioned that the Government will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance.
- c. Relevant Contracts. Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M.5.1.2). Note that the Government generally will not consider performance on an effort that concluded more than three (3) years prior to the issuance date of this Solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

Past performance information and its relevance must be addressed in the following areas:

- 1. Quality of service
 - 2. Cost Control
 - 3. Problems and resolutions
 - 4. Timeliness and responsiveness of performance
 - 5. Commitment to customer satisfaction
 - 6. Quality awards and certifications
 - 7. Compliance with subcontracting goals for small disadvantaged businesses
- d. Specific Content. Offerors are permitted to provide information on problems encountered on the identified contracts and the offeror's corrective actions, as well as past efforts to identify and manage program risk. Past performance information may include the experience of predecessor companies, key employees, or permanent subcontractors; however, such information shall be specifically identified as to the source.
 - e. Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the

time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal section a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources, as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

- f. Questionnaires. The Government will request the Points of Contact (POCs) to complete Present/Past Performance Questionnaires to each of identified reference in the Past and Present Performance Section of your proposal. Questionnaires are completed by the POCs, the information contained therein shall be considered sensitive and shall not be released to you, the offeror. Additionally, a consent form for the release of past and present performance information is provided as Attachment J-8.

L.10 PRICE PROPOSAL AND SMALL/SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

L.10.1 Definition (for purposes of this section)

Fully Burdened: includes wages and benefits, vacation, pension, welfare, any other mandatory contributions, and payroll taxes. Overhead, G&A, material handling and profit are added to this price for the fixed price portion of the contract, BUT are not to be priced in for reimbursable CLINs.

SCA Wages: includes wages and bona-fide fringe benefits, vacation, pension, welfare, any other mandatory contributions, and payroll taxes required by the Service Contract Act and the current DOL Wage Determination.

L.10.2 General

L.10.2.1 Fixed Price per diem CLINs shall be paid at the per diem rate set forth for the CLIN in Section B. The proposed per diem rate shall include all personnel salaries and wages applicable to the headquarters and field employees, fringe benefits, travel and lodging expenses, (except where specifically noted as reimbursable). This per diem rate shall include corporate overheads, facilities, materials and handling charges, G&A costs, and profit, as required for the successful completion of the duties of a Ship Manager as described in the PWS for the applicable CLIN. A listing of reimbursable expenses is provided in Attachment J-9.

L.10.2.2 Offerors are not required to propose prices for all ship groups in Section B. Those groups for which no offer is being submitted shall be annotated "Not Proposed."

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Prices proposed in Section B shall be for the award of one group only. Once an offeror declares it is proposing on a specific group, all of the CLINs for that group must be addressed unless the line is marked “NA” (Not applicable).

L.10.2.3 Ships currently in one phase (such as ROS-4) may change to another phase (such as RRF-10) during the course of the contract.

L.10.2.4 Ships may also change berth (outport) locations during the life of the contract. Specific contract modifications will be issued by the PCO to address changes in cost.

L.10.2.5 Evaluation of Preventive Maintenance for RRF-10. Preventive maintenance is to be priced as part of the offeror’s fixed price line item. Consistent with the instructions in L.8.2.1.9, offerors have the option of having the NDRF Fleet Personnel perform the preventive maintenance. The cost to the Government of performing preventive maintenance by NDRF Fleet Personnel twice a year is estimated at a total of \$262,200 per year per ship. Offerors must clearly identify who will be performing preventive maintenance. In case of preventive maintenance performed by NDRF Fleet Personnel, this cost shall not be included in the fixed price line item.

L.10.2.6 TE-4 provides readiness requirements as known to MARAD at time of the RFP. There may be changes throughout the period of performance. Note that within TE-4 some ships are scheduled to change their readiness and therefore CLINs during the performance period.

L.10.2.7 If a vessel is downgraded to NDRF status, it is removed from the RRF. The Ship Manager may be asked to perform long term lay-up at its maintenance per diem. Once a ship is in the NDRF no further Ship Manager services are required.

L.10.2.8 Cancellation Ceilings: As stipulated in Section G.2.c(2), awards resulting in a multi-year contract are subject to FAR 17.106-1, which requires the establishment of cancellation ceilings in the second and subsequent program years, where a reduction in funds or program requirements may mandate cancellation of all or some part of the contract before the completion date in effect at contract award. If the Government must cancel a contract before its stated period of performance, the cancellation ceiling amount will be paid. The cost is based upon the non-recurring costs identified by the offeror in its proposal. Examples of nonrecurring costs include: start up costs, labor learning costs, relocation costs, allocable portions of the costs of facilities to be acquired, and costs for transportation to and from the job site. Nonrecurring costs shall not include the cost of labor or materials, severance pay, or profit. In accordance with FAR 52.217-2 the accepted amount for a cancellation ceiling is determined by the CO, based upon the costs proposed, and will be stated in the appropriate line in Section B upon award. Explain the nature and make-up of cancellation ceiling cost proposed for each Group. (see Section I.11, Cancellation ceilings) Consistent with FAR 17.107, the cancellation ceiling to the Award Term Incentive Options shall be fixed at \$0.00. (see Section G.2.c(2))

L.10.2.9 Provide a copy of the most recent one (1) year independent audit of the entity.

L.10.2.10 SF-33: Offerors must complete Blocks 13-18 in accordance with instructions provided on the VOA website. Receipt of all amendments must be indicated in Block 14.

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L.10.2.11 Section K Representations: Offerors must complete all Certifications in Section K of this Solicitation.

L.10.3 Small and Small Disadvantaged Business Subcontracting Plan

L.10.3.1 This information is only required from offerors who are large businesses. Large business firms shall include their Small and Small Disadvantaged Business Subcontracting Plan as required by FAR 52.219-9 (see Section I). For this acquisition, a firm qualifies as a large business if it employs more than 500 people.

L.10.3.2 Small businesses need not submit this information; however, offerors must clearly indicate their size status and complete and submit the Small Business Certifications in Section K.3 of this Solicitation.

L.11 PRICING INFORMATION

L.11.1 Services performed under this contract are subject to the DOL's wage determinations in Attachment J-1. The Ship Manager, by acceptance of this contract, agrees to pay the minimum wage and fringe benefits set forth in that wage determination. The wage determination in Attachment J-1 applies to crews on ships within United States waters.

L.11.2 Section B CLIN with ROS crew costs

L.11.2.1 ROS Crew costs: Four-Year Multi-year Base Contract

L.11.2.1.1 Include all wages and fringe benefits (SCA Wages) for the ROS crew in fixed price per diem CLINS with ROS Crews. Each year's per diem rates for Phase M with ROS crew CLINs shall include in the fixed price all escalation of SCA Wages included in the CBA submitted with the offeror's proposal. Include in the fixed price the cost of shipboard replacement personnel and rotation of ROS crew to permit currency in STCW-95 or successor requirements.

L.11.2.1.2 ROS crew members are service employees subject to the Service Contract Act of 1965, as amended, which requires that successor contractors performing on contracts for substantially the same services must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) at least equal to those contained in any bona fide collective bargaining agreement entered into under the predecessor contract. The per diem wages and fringe benefits of the ROS crew shall be spread over seven (7) days even though unlicensed crew members are paid five (5) days a week

L.11.2.1.3 The wages and fringe benefits from the incumbent contractors' CBAs shall be incorporated into the contract as the minimum wage via a wage determination issued by the DOL. A wage determination has been requested from DOL, however, as previous wage determinations from DOL under the current multi-year contracts simply incorporated the current CBAs, copies of these agreements are included in Attachment J-19 (to be made available by June 30, 2004) for pricing purposes, pending incorporation of the DOL wage determination.

L.11.3 CBAs and Per Diem Rate for ROS and FOS

L.11.3.1 Collective Bargaining Agreements (CBAs): Offerors shall provide executed copies of the most recent CBAs or hiring agreement/contracts negotiated with each labor union representing crew members who will perform under this Contract. CBAs or hiring agreements submitted must be valid for the base contract period of performance. Offerors will replace these agreements when they are renewed or changed as necessary throughout the performance period of the contract, inclusive of option years. In the case of non-union labor, provide and explain the labor rates of crew personnel employed on the proposed vessels.

L.11.3.2 In addition to the wages and fringe benefits included in the CBA, the offeror shall provide a per day rate for each kind of crew member in ROS, inclusive of all wages and bona fide fringe benefits. The per diem wages and fringe benefits shall be spread over seven (7) days even though unlicensed crew members are paid five (5) days a week. This rate will be used during contract performance for per diem reductions based on gapped billets and other wage based per diem adjustments.

L.11.3.3 FOS Price Information: For reconciliation of reimbursable FOS crew wages during the course of the contract, provide a schedule showing the FOS wage and benefits for each job category or position available through CBAs, labor agreements, or hiring contracts. The rate shall encompass all wages, vacation, pension, welfare or other mandatory contributions and payroll taxes. Since it is a reimbursable, do not include overhead, G&A, material handling charges or profit. The schedule shall also clearly delineate the overtime rates attributable to each position.

L.11.4 Incentive Options

L.11.4.1 All contracts, except the OPDS tankers (Ship Group 11) and CAPE JACOB (Ship Group 6), are four-year contracts with the possibility of two 3-year award term incentive options. Ship Group 6 is a one-year contract with two 1-year options. Ship Group 11, for the two OPDS tankers (CHESAPEAKE and POTOMAC), is a two-year contract with eight 1-year options. Ship Groups 6 and 11 will not be considered for incentive awards due to the uncertainty of the program requirement and associated funding.

L.11.4.2 Award Term Incentive Option pricing shall be provided for all CLINs as stipulated in Section B for all ship groups proposed. The fixed price per diem of the 4th/last year of the multi-year base contract will form the floor for the incentive options pricing. Adjustments will be subject to escalation in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts), and economic price adjustment based on Consumer Price Index (CPI) as stipulated in Section G.2.e.

L.11.4.2.1 Sub-CLINs (AA) for ROS with crew. In Sub-CLINs (AA) for all Award Term Incentive Options, the ROS crew SCA Wages contained in the last base year fixed price will form the floor for pricing the option year. The SCA Wages of these Sub-CLINs are subject to price adjustment in accordance with FAR 52.222-43. Therefore, prices proposed for Sub-CLINs (AA) (ROS with Crew) shall not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

L.11.4.2.2 Sub-CLINs (AB) Phase M without ROS. Sub-CLINs (AB) shall include all other costs of Phase M, excluding SCA Wages. Fixed prices shall be proposed for Sub-CLIN (AB).

L.11.5 Offerors are encouraged to propose multiple ship discounts, expressed as dollar discounts per ship savings beyond the first ship awarded. Multiple ship discounts shall be proposed in the format stipulated on VOA.

L.11.6 Option prices shall be evaluated as proposed.

Consumer Price Index (CPI) for Economic Price Adjustment Escalation During Contract Performance. In order to calculate inflation for contract option years, Ship Manager will utilize the CPI Inflation Calculator at <http://www.bls.gov/cpi/#tables>.

The CPI inflation calculator uses the average CPI for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. Ship Managers shall use the fixed price per diem rate from the previous contract year, minus crew wages, and utilizing the CPI Inflation Calculator, shall compute the adjustment for the next contract year. The adjustment to the fixed price per diem (minus crew wages) shall be requested in writing from the contracting officer within thirty (30) days of the start of the new contract year.

L.12 LIMITATION OF AWARDS

L.12.1 Due to changing defense requirements and economic parameters, MARAD does not warrant the award of every ship listed in TE-4.

L.12.2 In addition to the Special Standards - Mandatory Requirements of Section M.3.2, Within the maximum number of 12 vessels, MARAD will determine the number of RRF vessels which may be awarded to an offeror in the initial award based on a combination of that offeror's Technical/Management score and Past Performance score.

L.12.3 If two or more offerors are affiliates, subject to the determination made in accordance with Section M.7, each offeror will be considered as a separate business entity for the purposes of the 12 ship limitation in Section M.7, if that offeror is structured to perform as a separate business entity. "Affiliates" means associated business concerns or individuals if, directly or indirectly, (a) either one controls or can control the other or (b) a third party controls or can control both. (FAR 2.101)

L.12.4 For the purposes of this contract, an offeror may be a single firm, or in circumstances where an organization is structured to perform as more than one business entity, awards may be made to each entity (offeror) in that organization, provided each entity submits separate proposals meeting all conditions set forth in Section M.7.

L.12.5 Offeror must certify in Section K.8 that it is a separate business entity for purposes of award consideration of the initial 12 ships maximum.

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L.12.5.1 An offeror will be considered a separate business entity if it has the following infrastructure, independent from its affiliate(s), upon which it can draw for all potential mission requirements:

- (a) contracting and procurement staff,
- (b) technical and operations groups,
- (c) accounting department, and
- (d) CBAs and/or other sources for crewing.

L.12.5.2 If affiliates which are offerors do not meet the requirements of Section M.7 for having an independent infrastructure, they will be considered a single business entity for purposes of Section M.7 and together the affiliates/offerors cannot receive more than 12 ships in the initial award.

L.12.5.3 The requirement for an independent infrastructure is to ensure that each contractor can independently meet the activation demands that occur during a large-scale RRF activation and increases the reliability that RRF vessels can be tendered to DOD within their prescribed delivery times as defined in TE-4.

L.13 REVISIONS TO PROPOSALS

Revisions to proposals after the initial submission can only be made at the request of the PCO.

L.14 FAR 52.233-2 SERVICE OF PROTEST (Aug. 1996)

Protests, as defined in FAR 33.101, 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 CO (addressed as follows) by obtaining written and dated acknowledgment receipt from:

Ms. Rilla Gaither
Maritime Administration
400 Seventh Street, SW
MAR-383, Room 7310
Washington, DC 20590

A copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

[END OF SECTION L]