

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PAGE 1 OF 16

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER DTMA1Q09001 6. SOLICITATION ISSUE DATE 11/06/2008

**7. FOR SOLICITATION INFORMATION CALL:**  
 a. NAME John Desch b. TELEPHONE NUMBER (No collect calls) (202) 366-4356 ext. 8. OFFER DUE DATE/ 12/31/2009 LOCAL TIME 12:00 am

9. ISSUED BY CODE 00091  
 DOT/Maritime Administration, MAR-380  
 1200 New Jersey Ave SE, MAR380 W28-201  
 Washington, DC 20590  
 TEL: (202) 366-5757 ext.  
 FAX: (202) 366-3237 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 0.00% FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  8(A)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 NAICS: 562910  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE HQ610  
 DOT/Maritime Administration, MAR-610  
 1200 New Jersey Ave., SE, MAR610, W25-209/212  
 Washington, DC 20590  
**Attn:** Shaun Ireland

16. ADMINISTERED BY CODE 00091  
 DOT/Maritime Administration, MAR-380  
 1200 New Jersey Ave SE, MAR380 W28-201  
 Washington, DC 20590

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
 No Contractor Information Available  
 TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Headquarters Invoices Branch AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REF. OFFER  
 DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED  
 John Desch 11/06/2008

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1Q09001	<b>Title</b> FY09_Thru_10_Ship Disposal	<b>Page</b> 3 of 16
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<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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*This RFQ is issued for the sole purpose of reviewing and evaluating technical proposals to establish a pool of standing quotations. No awards will be made under this RFQ.*

0001	FY08-10 Ship Disposal	(10/10/2008 to 12/31/2009)	7,500.00	Tons	\$ _____	\$ _____
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Clause	Title	Date
TEXT	Contract Financing	

2 OFFEROR REPRESENTATION AND CERTIFICATIONS

To be included in the pool of Standing Quotations, an Offeror shall complete and maintain its annual representations and certifications electronically on the ORCA website.

3 PROCUREMENT SUMMARY AND INTRODUCTION

Notice of the U.S. Maritime Administration's (MARAD) Intent to Use Standing Quotations to Make Ship Disposal Awards

Due to legislation passed in the House and pending in the Senate that may restrict the Maritime Administration's ability to utilize foreign recycling facilities, new general technical proposals from Offerors proposing to recycle ships at foreign facilities are not currently being accepted.

The simplified acquisition process authorized in Federal Acquisition Regulations (FAR) Part 13 provides, in FAR 13.103, for the use of standing quotations, a competitive process that will facilitate the disposal of MARAD's obsolete vessels through dismantlement. Use of simplified acquisition procedures for these commercial services is authorized under FAR 13.5, Test Program for Certain Commercial Items; therefore no contract awarded under the standing quotation process will exceed \$5,500,000. This RFQ will be used to award contracts for ship dismantlement during the period between posting of the RFQ through December 31, 2009.

MARAD's obsolete vessels are principally located in three reserve fleet locations: the James River Reserve Fleet, (JRRF), Ft. Eustis, VA, (JRRF), Suisan Bay Reserve Fleet, (SBRF), Benicia, CA (SBRF) and Beaumont Reserve Fleet, Beaumont TX (BRF). A list of obsolete vessels available for disposal, including those designated as high priority vessels, is located in the library of MARAD's Virtual Office of Acquisition (VOA) website, <http://voa.marad.dot.gov>. As awards are made this list will be periodically updated.

It is MARAD's intent to establish and maintain a pool of vendors from whom vessel-specific dismantlement pricing can be requested. Through this Request for Quotation (RFQ) MARAD will evaluate all the quotations it receives and, from those that are found to be technically acceptable, will create and maintain a pool of standing quotations. MARAD will use these standing quotations to make its contract awards for ship disposal in the period between the posting of the RFQ through December 31, 2009. The pool will remain open for vendors to submit quotations continuously in response to the RFQ until the RFQ expires.

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A standing quotation shall consist of a technical proposal, including a Technical Compliance Plan (TCP) and a generic dollar per ton price quotation based on an average sized MARAD vessel of approximately 7500 tons for CLIN 1. MARAD will only accept quotations submitted through MARAD's VOA website. For Technical Compliance Plan (TCP), towing, bonding, and insurance requirements see MARAD's VOA web-site library. The generic dollar per ton price quotation shall be a notional value during the evaluation of the technical proposals and establishment of the pool of standing quotations. The notional price per ton will not be used for technical or price evaluations and will be superseded when MARAD requests pricing for specific vessels after establishment of the pool of standing quotations.

When the program office identifies specific vessel(s) for dismantlement, MARAD will solicit firm-fixed price, vessel-specific revised price quotations from the pool of vendors with technically acceptable standing quotations. Awards will be made on the basis of best value to the Government and in accordance with the Evaluation Criteria clause set forth in this RFQ. Awards will be dependent upon the availability of the vessel and availability of funding.

MARAD will post a list of obsolete ships to be used as a guide by the offerors. However, not all vessels may be available for award and the list is subject to revision based on the changing condition of the vessels and contract awards. All of MARAD's obsolete vessels are subject to the requirements of the National Historic Preservation Act. MARAD's obsolete vessels are undergoing a historic assessment process to determine if they possess historic value and are eligible for placement on the National Register. Not all of MARAD's obsolete ships have completed the historic assessment.

State Consent Requirements for Aquatic Invasive Species. The National Invasive Species Act (NISA) requires entities to mitigate the transmission of non-indigenous aquatic species. 16 USC 4701 applies. To this end, except for vessels transiting to a qualified facility within the jurisdiction of the same US Coast Guard Captain of the Port as the fleet where the vessel is currently berthed, the hulls of obsolete vessels included in a request for revised pricing will be cleaned in accordance with the USCG Interim Criteria for Cleaning Hulls of MARAD Vessels Prior to Relocation (dated 27 June 2006) posted in the VOA Library. The Maritime Administration requires the State in which the obsolete vessels will be recycled to consent, in writing, under terms acceptable to the Maritime Administration, to allow vessels with their hulls cleaned in accordance with the USCG Interim Criteria referenced above to enter that State's waters for recycling. Offers will only be accepted if they comply with these State Consent Requirements. The Current Status of State Consent will be posted in the VOA Library.

#### 4 EVALUATION AND SELECTION PROCEDURES

##### Procedures for Using Standing Quotations To Award Ship Disposal Contracts

Federal Acquisition Regulation (FAR) 13.103 states "Authorized individuals do not have to obtain individual quotations for each purchase. Standing price quotations may be used if-

- (a) The pricing information is current; and
- (b) The Government obtains the benefit of maximum discounts before award.

The following outlines how MARAD will create and maintain a pool of Standing Quotations, add to the pool and select awardees from the pool.

##### Pool of Standing Quotations

1. MARAD issues RFQ DTMA1Q09001 requesting standing quotations for MARAD ship disposal contracts.
2. Vendors may submit a new quotation, including technical proposal, at any time from the date the RFQ is posted until six weeks prior to December 31, 2009.
3. MARAD will evaluate proposals on a continuous basis. Resources permitting, it is MARAD's goal to evaluate quotations as they are received. In any six-week period starting from the RFQ posting date, domestic vendors may expect an initial evaluation of their quotation within six-weeks from the date the quotation is submitted.

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4. Based on the criteria set forth in this RFQ, MARAD will evaluate each proposal to determine whether it is technically acceptable, technically unacceptable but susceptible to being made technically acceptable or technically unacceptable.
5. MARAD shall advise the vendor of its evaluation results.
  - (a) Technically unacceptable proposals. These proposals will receive no further consideration from MARAD.
  - (b) Technical proposals which are unacceptable but susceptible to being made technically acceptable - MARAD will initiate discussions on these proposals to determine whether or not they can be made technically acceptable.
  - (c) Technically acceptable proposals. These proposals will be included in the pool of Standing Quotations and allowed to submit revised price quotations for the disposal of specific obsolete vessels when requested by MARAD, provided the State Consent Requirements regarding Aquatic Invasive Species have been met for the vessels for which an offer is submitted. Offerors shall complete and maintain their annual representations and certifications electronically on the ORCA website.

Use of Standing Quotations to Select Awardees

1. MARAD selects specific ship(s) for dismantling.
2. MARAD requests revised price quotations, schedule data and technical compliance plan updates from vendors in the pool of standing quotations.
3. Vendors submit Revised Specific Vessel Pricing (RSVP) for the specific ships including maximum discounts and economies of scale as applicable along with their proposed scheduling data, taking into account all existing and planned work in their facility during the proposed timeframe, and updates to their technical compliance plan that provides new data to their original TCP submittal or provides processes and methodology updates specific to their proposed offer.
4. MARAD evaluates the revised price quotations, schedule data and technical compliance plan updates in accordance with the Evaluation Criteria to identify the quote or quotes that represents apparent best value to the Government.
5. MARAD may negotiate with the vendor(s) that represent apparent best value to the Government.
6. MARAD makes award to the selected vendor(s).

**5 EVALUATION CRITERIA**

Evaluation Criteria for Specific Awards

In the event the Government decides to make an award, it will do so on a best value basis to the Offeror with a technically acceptable proposal whose offer(s), in conformance with this solicitation, is (are) evaluated to be most advantageous to the Government, price and non-price factors considered. Trade offs are permitted between price and non-price factors. A trade off process is appropriate when it may be in the best interest of the Government to consider an award to other than the lowest price offer.

The evaluation criteria for award, listed in no particular order of priority, are as follows:

1. Performance Schedule and the Vendor's available capacity (non-price factor).
2. Revised Specific Vessel Price quotation (RSVP) including discounts and/or economies of scale (price factor).
3. Past Performance (non-price factor).

**6 EVALUATION INSTRUCTIONS - TECHNICAL**

Technical proposals. The Maritime Administration will periodically identify specific vessel(s) for dismantling (generally MARAD shall dispose of its high priority vessels first) and requests sales offers from the pool of Offerors with qualified facilities to purchase the specified vessel(s) for dismantlement/recycling.

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#### Requests for Revised Specific Vessel Pricing (RSVP)

The agency will issue a request for Revised Specific Vessel Pricing (RSVP) which identifies the obsolete vessels available for purchase for dismantlement from the non-retention vessels currently located in the Maritime Administration's three Reserve Fleet locations. The Agency's obsolete vessels are offered for sale in their current "AS - IS, WHERE - IS" condition, at their current mooring, for the sole purpose of dismantlement and recycling in accordance with the Fixed Price Contract. (See Sample Fixed Price Contract in VOA Library.) MARAD will not provide an estimate of hazardous material/waste quantities and does not guarantee the amount of hazardous material/waste quantities indicated in any Government furnished information provided to the Offeror in the course of offer preparation, proposal submittal or ship checks for this disposal project. MARAD will not pay for the remediation of unanticipated, newly discovered HAZMAT remediation costs. The RSVP will identify any special requirements related to the individual ships offered.

**Vessel Visits.** Once the vessel(s) are identified, the Agency will make them available with allotted time for offerors to perform surveys and conduct hazmat sampling analysis until the closing date for submission of RSVPs. Underwater biological sampling for aquatic invasive species is not permitted. The Agency will provide Offerors access to electronic copies of vessel specific or class drawings, surveys and tank soundings if available. The ship files at the fleet will be made available to offerors for review of vessel documents. However, all ship file documents are to remain at the fleet office. Only vessels listed in the current RSVP will be available for ship visits.

**Required Document Submittals.** The following documents must be submitted for all vessels on which an offer is submitted:

1. **Technical Proposal Updates.** Updates to original technical proposals including any and all changes to the Technical Compliance Plan and changes affecting the requisite Environmental Compliance Plan, Operational Plan, Business Plan, and Health and Safety Plan.
2. **Scaled Facility Diagram.** A scaled facility diagram shall be provided that clearly indicates the location of existing work, the placement of the vessel(s) included in the offer upon their arrival at the contractor facility and the proposed sequence of the vessel(s) into the dismantling slip. Vessels awarded must be moored at the contractor's facility, not at off site locations where access to the vessel precludes active contract performance.
3. **Performance Schedules.** Performance schedules shall utilize the anticipated contract start date included in the Notice Identifying Vessels. Performance schedules shall indicate a logical sequence of events for vessel dismantlement and shall include all the major milestones as listed in Section C1-3.3 of the Generic Statement of Work located in the SDP Library. Performance schedules submitted in support of RSVPs shall comprise the basis for calculating the contract calendar day period of performance using the following two notional milestones: 1) Contract Start Date and 2) the Final Close-Out Report Submittal Date. The Government will calculate the contract calendar day period of performance as the difference between these two dates. Integrated performance schedules shall include all other awarded Maritime Administration and Navy work and the interface, impact and sequencing of existing dismantlement projects with the dismantlement of the vessels included in the offer. Submit a single ship schedule and integrated performance schedules, as defined above, for each vessel on which an offer is submitted. Offers for multiple vessels must be accompanied by single ship performance schedules for each vessel, and integrated performance schedules for each multi-vessel evolution.
4. **Sequencing Narrative.** A narrative description outlining multi-vessel sequencing and scheduling shall accompany the offer. The narrative shall clearly describe the offeror's intended plan for the movement of the vessels through the offeror's facility during the dismantlement process, clearly integrating newly awarded vessels into the dismantlement sequence with existing MARAD and Navy dismantlement projects. Offerors shall indicate the placement of the vessel(s) upon arrival at their facility and planned placement into the dismantlement slip.

**Evaluation and Award.** Updates to General Technical Proposal will be evaluated to determine whether the proposal remains technically acceptable. The updated General Technical Proposal must continue to demonstrate that the offeror has the approach, capacity, productivity, facilities, and experience to dispose of obsolete vessel(s) in a cost effective, timely manner that is environmentally sound and satisfactorily takes into account worker health and safety. The same criteria utilized in evaluating initial General Technical Proposals above will be utilized in evaluating any updates submitted. If the updated General Technical Proposal is no longer technically acceptable, then the offer will not be considered for award.



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## Evaluation of General Technical Proposals

MARAD will evaluate each General Technical Proposal to determine whether it is technically acceptable, technically unacceptable but susceptible to being made technically acceptable, or technically unacceptable.

MARAD will use the following criteria to evaluate the technical acceptability of submitted General Technical Proposals:

1. Feasibility and likelihood of success of engineering/technical/management approach for the disposal of obsolete vessels and the risks associated with the proposed approach.
2. Productivity of the proposed approach(es) including schedule and cost assessments.
3. Type and sufficiency of the proposed methods, processes and procedures for environmental abatement of hazardous materials (HAZMAT), worker safety and health considerations proposed, and compliance with all applicable laws.
4. Depth, relevancy and currency of requisite experience with the complete disposal of obsolete vessels.
5. Past performance.

A technically acceptable proposal demonstrates that the offeror has the approach, capacity, productivity, facilities, and experience to dispose of obsolete vessel(s) in a cost effective, timely manner that is environmentally sound and satisfactorily takes into account worker health and safety.

Proposed quotations must address the following as a minimum:

1. Vendor's company, management structure, human resources and location/capability of facilities proposed;
2. Effective and efficient engineering/technical/production/management approaches for the disposal of obsolete vessels identified;
3. Environmental and worker safety/health considerations associated with the disposal of obsolete vessels and the abatement of hazardous materials;
4. Production throughput/capacity with schedule and funding/cost relationships;
5. Vendor's requisite and relevant experience with the disposal of obsolete vessels

## INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

Offerors may submit a new general technical proposal at any time from the date this solicitation is posted until 90 days prior to the expiration date of this solicitation, unless extended by amendment. To be given evaluation consideration, the submission of General Technical Proposals in response to this notice must conform to the following standards:

A. Management/Technical/engineering/production/environmental/safety management approaches, inclusive of the listing below, shall not exceed 25 typewritten pages (excluding the TCP which can be submitted as an addendum to the quotation), single sided, single spaced, Arial, 12 pitch:

1. Management, resources and facilities
2. Production throughput/capacity
3. Environmental considerations
4. Worker safety and health considerations
5. Hazardous abatement considerations
6. Requisite and relevant experience

B. A Technical Compliance Plan (TCP) shall be included with each proposal submitted and prepared in accordance with the instructions found in the library of the Virtual Office of Acquisition Standing Quotations announcement. Towing, bonding, insurance and milestone requirements are incorporated by reference and posted in the VOA Library.

Note to current Contractors in the pool of Standing Quotations. In lieu of submitting a new General Technical Proposal (GTP), vendors whose GTPs were found to be Technically Acceptable under the FY2005 Standing Quotation process may certify that their previously accepted GTP (inclusive of updates on file with MARAD) are current, accurate and complete. Vendors whose earlier proposals were found to be technically unacceptable but susceptible to being made acceptable must submit updated

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proposals to be evaluated. Such proposals must identify all changes from previously submitted proposal. All other vendors must submit new General Technical Proposals in accordance with this solicitation.

Submission of RSVPs. RSVPs must be submitted in VOA (see "Instructions for submitting Revised Price Quotations" in the SDP Library) at the date and time specified in the RSVPs, unless amended.

Pricing. The price for each vessel shall include all activities required by the generic Statement of Work and the Sample Contract, including, but not limited to, all costs necessary to administer, prepare, test, survey, tow, remediate (all hazardous materials), and dismantle/recycle the vessel in accordance with all Federal, State and local laws and regulations. Offers shall also be based on any additional terms specified in the RSVP, any subsequent applicable Amendments to this Solicitation or the RSVP, and the documents located in the 2009-2010 Ship Disposal Program Library on VOA ("2009-2010 SDP Library"). Offers may be made for one, all or any combination of vessels and offers contingent upon the award of specific vessels are acceptable.

**Supporting Documents**

The following are incorporated by reference and are applicable to the preparation and submittal of General Technical Proposals and Sales Offers and the resultant awards. They are located the Library of 2009-2010 Ship Disposal portion of the VOA web-site.

General Technical Proposal. Requirements for Technical Compliance Plan (TCP). This document contains the requirements for the four components of the TCP, the Environmental Compliance Plan, Operational Plan, Business Plan, and Health and Safety Plan.

Statement of Work. This is a generic ship dismantlement Statement of Work for MARAD ship disposal contracts (sales or fee-for-services).

Towing Preparations and Towing. This document governs the generic towing and towing preparation requirements for MARAD ship disposal contracts.

USCG Towing Requirements. This document states the known USCG Marine Safety Office (MSO) generic towing requirements for performing dead ship tows. Offerors are cautioned to contact the appropriate MSO office to obtain any updates.

Insurance. The generic insurance requirements for MARAD ship disposal contracts are contained in this document.

Bonding and Damages. The generic bonding and damages requirements for MARAD ship disposal contracts are stated in this document.

MARAD Fleet Safety Rules. General safety guidelines for visiting MARAD obsolete ships are contained in this document.

Contract Milestones. This exhibit contains the contract milestones to be utilized for the creation of performance schedules.

Current Status of State Consent. This document lists those States which have given their consent.

**7 EVALUATION INSTRUCTIONS - PRICE**

**Initial Price Quotation**

Initial price quotations shall be in a generic dollar per ton price format. This price shall be a notional value during the evaluation of the technical proposals and establishment of the pool of standing quotations. The notional price will not be used for technical or price evaluations and will be superseded when MARAD requests pricing for specific vessels after establishment of the pool of standing quotations.

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Price Revision to a Standing Quotation

A. Upon request by MARAD for Revised Specific Vessel Pricing (RSVP) the offeror shall submit a total firm-fixed price to dispose of the obsolete vessel(s) named by MARAD. The price shall be based on the AS IS condition and WHERE IS location of the vessel(s) at its current mooring. MARAD makes no guarantees or warranties regarding the condition of any obsolete vessel and does not guarantee any documentation provided is current, accurate or complete in representing the current "AS IS" condition of the vessel. Contractors shall not be entitled to compensation for costs incurred due to the unexpected discovery of hazardous materials. Pricing shall be submitted for each ship with discounts included in the total dollar figure. The total dollar figure shall be inclusive for all activities necessary to administer, prepare, test, survey, tow, remediate (all hazardous materials), and dismantle/recycle the vessel in accordance with all Federal State and local laws and regulations.

B. Prices shall be broken down in sufficient detail to show all anticipated costs associated with the complete dismantlement of the vessel(s), including survey, towing preparations, towing, insurance, bonding, labor, permits and licenses, hazardous material remediation, material recycling and reporting costs. Proceeds from the sale of recyclable materials will belong to the vendor. Pricing shall indicate the anticipated value of recyclable materials and the basis for determining that value. The pricing proposal shall not exceed 3 typewritten pages, single sided, single spaced, Arial and 12 pitch.

**8 NOTICE FOR QUOTATIONS INVOLVING THE EXPORT OF VESSELS**

Submissions that involve the export of vessels for dismantling/recycling are subject to the provisions of the Toxic Substances Control Act (TSCA), which prohibits the export of materials containing polychlorinated biphenyls (PCBs) in concentrations above regulated limits. Where identified liquid PCBs are found, they are removed from MARAD ships by MARAD prior to export. However, solid PCBs in varying quantities and concentrations may be found in some ship board components of MARAD's ships and may, if above the regulated limits, be subject to the provisions of TSCA. While an exemption from the TSCA export prohibitions may be available through an administrative rulemaking process with the Environmental Protection Agency, the process can take from several months to over a year. Each exemption may be specific to a single proposal and may be for a limited duration. Further, there is no guarantee that an exemption will be issued.

Evaluation Notice: MARAD will evaluate no more than three offers involving the export of vessels. It will do so as follows:

1. Until 60 days after the issuance of the RFQ MARAD will receive all offers involving the export of vessels for ship disposal.
2. It will then perform a scrub review of the proposals received to determine which three proposals it will evaluate first. Offerors using foreign facilities shall treat the matter of obtaining a TSCA exemption as a statutory impediment and include a separate discussion (limited to two pages) in their proposal. Foreign proposals may be rejected if it is determined that this impediment cannot be overcome in a reasonably timely fashion. All other foreign proposals will be rejected.
3. As the initial three proposals are evaluated as either technically acceptable or unacceptable additional foreign proposals will be solicited and considered.

**9 STATEMENT OF WORK**

A generic statement of work for MARAD ship disposal contracts may be found in the MARAD VOA web-site library at [https://voa.marad.dot.gov/programs/ship\\_disposal/standing\\_quot/library.asp](https://voa.marad.dot.gov/programs/ship_disposal/standing_quot/library.asp).

**10 TOWING AND TOWING PREPARATION**

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The generic towing and towing preparation requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library at [https://voa.marad.dot.gov/programs/ship\\_disposal/standing\\_quot/library.asp](https://voa.marad.dot.gov/programs/ship_disposal/standing_quot/library.asp).

## 11 INSURANCE

The generic insurance requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library at [https://voa.marad.dot.gov/programs/ship\\_disposal/standing\\_quot/library.asp](https://voa.marad.dot.gov/programs/ship_disposal/standing_quot/library.asp).

## 12 BONDING

The generic bonding requirements for MARAD ship disposal contracts may be found in the MARAD VOA web-site library at [https://voa.marad.dot.gov/programs/ship\\_disposal/standing\\_quot/library.asp](https://voa.marad.dot.gov/programs/ship_disposal/standing_quot/library.asp).

## 13 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Clause	Title	Date
TEXT	Review for Set Aside Consideration	

## 14 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS. JUNE 2008

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

  x\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

   (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

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\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

x (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)\_\_\_ Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

x (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

x (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

x (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

x (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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\_x\_ (18) 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).

\_x\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_x\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

    (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

    (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

    (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

    (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

    (ii) Alternate I (Jan 2004) of 52.225-3.

    (iii) Alternate II (Jan 2004) of 52.225-3.

    (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_x\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

    (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

    (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_x\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

    (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_x\_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

    (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

    (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

    (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

    (34)(i) 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)..

    (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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[Contracting Officer check as appropriate.]

\_x\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(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 subcontractors 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).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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(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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

15      52.252-02      CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.212-04	Contract Terms and Conditions--Commercial Items	February 2007
52.212-01	Instructions to Offerors--Commercial Items	June 2008

16      WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

The Service Contract Act applies to acquisition fee-for-service contracts. Wage determinations applicable to the facility location of the members of the pool of standing quotations will be incorporated in contracts awarded in response to vessel specific requests. MARAD will request applicable wage determination after a vendor's generic offer has been determined to be technically acceptable. Offerors shall be advised that updated Wage Determinations will be incorporated by reference at the time of the vessel specific price revision request.