

# **PERFORMANCE WORK STATEMENT**

## **Acquisition Support Services**

### **1.0 Background**

The United States Department of Transportation (DOT), Maritime Administration's (MARAD) mission is to foster, promote and develop the maritime industry of the United States (U.S.) to meet the nation's economic and security needs.

### **2.0 Purpose**

The purpose of this requirement is to obtain Acquisition Support services to support the MARAD Office of Acquisition in the areas of pre-award acquisition planning, source selection, contract administration, assist with the preparation and issuance of contracts, delivery orders, modifications and management of various contractual vehicles and operations management. The acquisition and contract support services provided under the resultant service will include a variety of contract types, including but not limited to Simplified Acquisition Procedures, Fixed Price, Cost Reimbursement, Indefinite Delivery, Construction and Architectural and Engineering.

The work performed shall be in accordance with all Federal regulations and policies including the Federal Acquisition Regulation (FAR), the DOT Acquisition Regulation (TAR), other agency supplemental regulations as appropriate, and the Office of Management and Budget (OMB) circulars.

The Government intends to award a firm-fixed-price purchase order for a one-year base period with two one-year option periods and one six-month FAR 52.217-8 Option to Extend Services (Nov 1999). The total length of the contract, if all options are exercised, is 3.5 years. The option periods will be exercised at the Government's sole discretion. The maximum hours per year are as follows

Year	Senior Acquisition Support Specialist Hours	Junior Acquisition Support Specialist Hours
Base Year	500	1000
Option Year 1	500	1000
Option Year 2	500	1000
52.217-8 6-Month Option	250	500

It is expressly agreed and understood that this is a non-personal services contract as defined in Federal Acquisition Regulation 37.101, under which the services performed by the contractor are rendered in its capacity as an independent contractor. The Government will evaluate the quality of the administrative services provided, but retains no control over the contractor's employees or agents. The contractor is solely liable for, and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents.

### **3.0 Objective**

The objective of this requirement is to provide a full range of acquisition support for MARAD.

### **4.0 Tasks and Outputs**

The contractor shall be responsible for providing technically qualified personnel to perform

## **PERFORMANCE WORK STATEMENT**

### **Acquisition Support Services**

acquisition management support services and ship operation activities primarily to support contracts for the support and operation of MARAD's Ready Reserve Force (RRF) vessels, training ships and fleet requirements.

Contractors shall provide professional support services to agencies in conducting federal acquisition management activities. Services may include but are not limited to: acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development, including cost/price estimates, quality assurance surveillance plans, statements of work, synopses, solicitations, price negotiation memoranda, etc.: expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis: contract administration support services, including assistance with reviewing contractor performance, developing contract modifications, and investigating reports of contract discrepancies: contract close-out assistance. Participate in team meetings as requested.

#### **4.1 Electronic Systems**

The contractor shall have extensive proficiency and working experience with the following systems:

- ESC-PRISM contract writing system,
- Federal Procurement Data System (FPDS-NG),
- SharePoint.
- The contractor shall be highly proficient with MS Word, Excel (including Pivot tables), and PowerPoint.

#### **4.2 Contract Preparation and Administration**

4.2.1 Acquisition Strategy Support. Provide advice and recommendations for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc.

Output: Written acquisition strategy plans

4.2.2 Assist in preparing Statements of Work (SOW), Statements of Objectives (SOO) and other requirements documents. This effort includes assisting program offices in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures; providing consultation and recommendations; and coordinating requirements documents.

Output: SOW, SOO, PWS and related documents

4.2.3 Provide critical analysis and pricing support for MARAD's major acquisition program for ship management services, which utilizes advanced Excel functions to arrive at fixed-priced per diem rates and cost-reimbursable projections extracted from very large datasets. Applicants must demonstrate strong experience in the use of key advanced Excel functions and concepts such as:

4.2.3.1 Use of HLOOKUP, VLOOKUP and XLOOKUP functions for retrieving values from pricing data tables based on specific criteria to compute differential

## **PERFORMANCE WORK STATEMENT**

### **Acquisition Support Services**

values and make extensive pricing adjustments to existing contracts and evaluate pricing for source selection on new solicitations

4.2.3.2 Expertise in constructing Pivot Tables used to quickly summarize, analyze, and report on large amounts of data containing millions of identifiable pricing points as well as creating special calculators for ACOs and CORs to facilitate invoice review and approvals involving multiple thousands of contractual pricing amounts for both fixed priced and cost reimbursable services.

4.2.3.3 Expertise in use of conditional formatting using custom formulas for visually highlighting relative values considered in price analysis.

4.2.3.4 Expertise in use of complex, nested functions.

4.2.3.5 Assist the program offices in preparing Independent Government Cost Estimates (IGCEs). Research may include, but is not limited to, previous purchases for the same products or services; current market value of the products or services; and other agency purchases of similar products and services.

Output: IGCE

4.2.4 Prepare Request for Quotes (RFQs), Request for Proposals (RFPs) and Combined Synopsis/Solicitations. Assure that the solicitation includes all appropriate terms and conditions. Recommend and prepare unique terms and conditions as required. Prior to release of solicitation, verify that funds are available and obtain legal concurrence, if applicable.

Output: RFQ, RFP and related documentation

4.2.5 Assist in the evaluation process and assure written documentation to support informal or formal source selection procedures. If formal source selection procedures are used - prepare Source Selection Plans; assist with identification of Source Selection Evaluation Board (SSEB) members; ensure Conflict of Interest/Nondisclosure Forms are signed; prepare evaluation sheets; and prepare a draft Source Selection Decision Memorandum.

Output: Source Selection Plan and associated documents

4.2.6 Work with evaluators and Contracting Officer (CO) to identify pre-negotiation objectives and assist the CO with discussions with the offerors. Prepare final contract award documents for task and delivery orders and stand-alone contracts; prepare Contracting Officer Representative (COR) designation letters; obtain legal concurrence; distribute contract to appropriate parties; and input award information into the Federal Procurement Data System (FPDS-NG) and upload to VOA.

Output: Contract award documents and related documentation

4.2.7 Prepare appropriate documentation for the exercise of options, modifications of various types for post-award activities, and assist in the resolution of contractor performance issues.

**PERFORMANCE WORK STATEMENT**  
**Acquisition Support Services**

Output: SF-30 Modification and related post award documentation

**4.3 Electronic Systems support** – Provide expert guidance to users of electronic systems identified in section 4.1.

- 4.3.1 Guide and train contracting staff with processing contracting documents in ESC-PRISM.
- 4.3.2 Guide and train operating staff and financial control staff with inputting requisitions in ESC-PRISM.
- 4.3.3 Collect, analyze and draft reports on acquisition data using FPDS-NG and PRISM
- 4.3.4 Guide and train contracting staff and operations staff on storing, viewing, and retrieving records from SharePoint.

Output for 4.3.1 – 4.3.4 Develop plans, user guides and reports.

**4.4 Acquisition Policy**- Assist in the issuance of policy and procedural guidelines to be used throughout MARAD to increase effectiveness and uniformity in the management and administration of acquisition programs, and to comply with Government-Wide Requirements and Regulations; keep abreast of proposed changes to the FAR, Office of Federal Procurement Policy Directives, Departmental Acquisition Regulations, including the TAR, the Transportation Acquisition Manual (TAM), and other issuances from the General Services Administration (GSA), Small Business Administration (SBA), and Department of Labor (DOL). MARAD also has internal clauses and the Contractor shall be aware and assist with any updates to the MARAD solicitation provisions and clauses.

Output: Policy analysis and briefings

**4.5 Required Credentials, Experience and Skills**

**4.5.1 Senior Acquisition Specialist**

- Expert knowledge of Federal contracting law, regulation, policies and precedents, and related principles, policies, and procedures sufficient to plan, lead, review, or audit the most complex procurement functions.
- Mastery of Federal and Departmental procurement regulations.
- Knowledge of the regulations and techniques of source selection sufficient to conduct a selection.
- Skill in promoting e-commerce, and supporting the use of automated acquisition systems, and other electronic systems.
- Five years of operational experience in Federal Contracting.
- Required minimum certification: Federal Acquisition Certification in Contracting (FAC-C) (Professional). DAWIA Contracting Level III, DAWIA Contracting (Professional), and FAC-C Level III are acceptable.
- Candidates shall possess the following skills and business acumen:
  - Customer service oriented
  - Organized

## **PERFORMANCE WORK STATEMENT**

### **Acquisition Support Services**

- Ability to multitask and prioritize competing tasks
- Responsive
- Accessible
- Professional Writing

#### **4.5.2 Junior Acquisition Specialist**

- Knowledge of Federal contracting law, regulation, policies and precedents, and related principles, policies, and procedures sufficient to plan, lead, review, or audit the most complex procurement functions.
- Knowledge of Federal and Departmental procurement regulations.
- Knowledge of the regulations and techniques of source selection sufficient to conduct a selection.
- Skill in promoting e-commerce, and supporting the use of automated acquisition systems, and other electronic systems.
- Five years of operational experience in Federal Contracting.
- Required minimum certification: Federal Acquisition Certification in Contracting (FAC-C) (Professional). DAWIA Contracting Level III, DAWIA Contracting (Professional), and FAC-C Level III are acceptable.
- Candidates shall possess the following skills and business acumen:
  - Customer service oriented
  - Organized
  - Ability to multitask and prioritize competing tasks
  - Responsive
  - Accessible
  - Professional Writing

## **5.0 Deliverables**

- Daily assignments completed within the established/required time and date.
- Provide weekly updates to Team Lead and/or other government employees on status of pending work and work accomplished.

## **6.0 Government Furnished Property/Equipment/Facilities**

The government will provide a computer and the necessary software needed to perform tasks and responsibilities.

All materials provided by the Government during this service will remain the property of the Government and will be returned on completion of the service. The contractor or their designated representative shall sign the required Government tracking document for the necessary supplied equipment. All deliverables prepared by the contractor during this service will also remain the property of the government upon service completion.

## **7.0 Travel**

Minimal travel may be required. Travel is cost reimbursable, and per diem rates must be in

## **PERFORMANCE WORK STATEMENT**

### **Acquisition Support Services**

accordance with the Federal Travel Regulations (FTR). Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States. All travel must have advanced approval in writing from the Contracting Officer.

#### **8.0 Training**

The Contractor shall provide necessary qualification training, at the Contractor's expense, for its personnel to ensure that required skills are established and maintained. MARAD will provide training for software or procedures unique to the MARAD environment. Periodic certification/re-certification will be required by MARAD (e.g., DOT Controlled Unclassified Information Training, DOT Cybersecurity and Privacy Awareness Training, etc.).

#### **9.0 Place of Performance**

This position may be filled remotely. The government is not responsible for equipping the Contractor for telework. The Contractor must be willing to provide all necessary equipment and/or supplies necessary to perform duties remotely.

#### **10.0 Hours of Operations**

**10.01** Hours must be worked between 06:30 am and end not later than 6:00 pm, with a  $\frac{1}{2}$  hour lunch, Monday through Friday. All times are Norfolk, VA, local time.

**10.01** The Contractor is not required to provide service on the following U.S. Federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Independence Day
Juneteenth Day	Thanksgiving Day
Christmas Day	

**10.02** The Contractor is not required to provide service when an Executive Order on Providing for the Closing of Executive Departments and Agencies of the Federal Government is authorized.

**10.03** When the Government grants administrative leave to Government employees because of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel will be required to telework.

- It is understood and agreed between the Government and the Contractor, that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor; however, no form of holiday or other premium compensation will be reimbursed by the

## **PERFORMANCE WORK STATEMENT**

### **Acquisition Support Services**

Government either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized premium pay.

- See FAR 52.212-1 for instructions on pricing Federal Holidays and leave.

#### **10.0 Organizational Conflict of Interest**

Contractor personnel performing work under this service may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of interest (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

#### **11.0 Classification/Security**

National Agency Check with Inquiries (NACI) Security Clearance is required.

**IMPORTANT NOTE:** The onboarding process can be lengthy, and the contract start date is contingent upon completion of the background check. Potential candidates should ensure they respond to security requests promptly and report issues to their contract manager.

Each Contractor employee working on this effort will be required to obtain a DOT-issued Personal Identity Verification (PIV) card. The Contractor personnel will obtain the security badge application information from the CO, ensure it is filled out accurately, and submit it for approval. Badges will be issued by MARAD. The Contractor will be responsible for returning all security badges upon employees' departure from this project and/or at the conclusion of the effort.

**12.0 Acceptance of Deliverables/Technical Point of Contact** The POC will be designated at the time of award.

#### **13.0 Invoicing**

The Contractor will invoice monthly using the Delphi e-invoice system and must submit timesheets along with invoices.

**PERFORMANCE WORK STATEMENT**  
**Acquisition Support Services**

**14.0 Performance Standards:**

Required Tasks and Outputs in PWS reference paragraph	Performance Standard/Minimum Requirement	Minimum Standard for Successful Performance	Surveillance Method	Incentive (either positive and/or negative)
Section 4.0 and its subparagraphs.	The contractor shall provide administrative, analytical, technical support in the acquisition requirements and have extensive proficiency and working experience with acquisition functions and assists Government completing actions in accordance with FAR Part 8, 12, 13, 14, 15, 16.5 and in accordance with section 4.0	No more than five minor errors or omissions.	Review, monitoring, and visual inspection of services by COR and other stakeholders and acceptance by the CO; and customer feedback.	Non-conforming services may result in nonconforming reports issued and a potential negative CPARS narrative.

**14.0 Key Personnel**

The position is considered a Key Personnel essential to the successful performance of this contract. Prior to diversion of any of the specified individuals to other programs, or substitution of any other personnel for the individuals designated as Key Personnel by the Prime Contractor, the Contractor shall notify the CO reasonably in 60 days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract effort. All replacement candidates for a Key Personnel position shall have the academic training, licenses, experience, practical skills, knowledge, and expertise equivalent to or better than the individual they are being nominated to replace. For each individual to be nominated as a replacement of a Key Personnel, the Prime Contractor shall submit to the CO a resume 60-45 days prior to the departure of the individual. The Government reserves the right to approve or disapprove all proposed substitutions.

**15.0 Kick-Off Meetings**

Kick-off meetings may be scheduled immediately following purchase order award. The purpose of these meetings will be to familiarize the Contractor with the purchase order administration procedures. Also, all technical requirements will be revisited. The

**PERFORMANCE WORK STATEMENT**  
**Acquisition Support Services**

Government expects the Kick-Off Meeting will be held within 30 days after award.