



SOCP Request for Proposal - SOCP Program Administration

Purpose:

The **Ship Operations Cooperative Program (SOCP)** seeks an independent contractor to provide the services of Program Administrator in accordance with the attached *Exhibit A: Performance Work Statement - SOCP Program Administration* for calendar year 2024, with four option years. SOCP intends to execute the attached *Exhibit C: SOCP Agreement – Program Administration* with the successful offeror in December 2023.

SOCP requests interested entities to submit their technical and cost proposals electronically by COB, December 18, 2023 to the following SOCP Point of Contacts:

Bob Sheen,
Gerard Pannell,

SOCP VP, rvs@OceanShipholdings.com
SOCP Secretary, jpannell@star-center.com

All questions and requests for clarification must be addressed by *email* to both the above SOCP POCs no later than Dec. 4. SOCP will provide all answers electronically by Dec. 11 and post all answers (with associated questions) to the SOCP website at www.socp.us.

Background:

SOCP is a government -industry cooperative that was established in 1993 by the Maritime Administration to enhance U.S. commercial vessel operations through the identification, development, and application of new methods, procedures, and technologies. SOCP's overall objective is to improve the competitiveness, productivity, efficiency, safety, and environmental responsiveness of U.S. vessel operations. All U.S. based vessel operators and organizations that support vessel operations are eligible to participate in the program. With the support of the Maritime Administration (MARAD), industry, labor, academia and Government are working together to address common challenges and identify new solutions for improvements in ship operations. Refer to the SOCP website, www.socp.us, and the references listed below for additional information about the cooperative.

SOCP is governed by the members with oversight from the cooperative's elected officers: President, Vice President, and the Operations Committee, and assistance from the MARAD Program Manager.

References:

1. SOCP website- <https://www.socp.us/>
2. *Exhibit A: Performance Work Statement - SOCP Program Administration* (attached)
3. *Exhibit B: Agreement Pricing* (attached) Excel Spreadsheet 
4. *Exhibit C: SOCP Agreement – Program Administration* (attached)
5. *Exhibit D: SOCP Program Administration RFP -FAQs*(attached)
6. *Exhibit E: SOCP Bylaws*
7. *Exhibit F: Code of Conduct Members-SOCP*



SHIP OPERATIONS COOPERATIVE PROGRAM

Program Administration RFP

Technical Proposal:

The technical proposal should provide information about the Contractor's organization, services, facilities, capability, and professional expertise to perform the tasks required by SOCP. Provide Contractor's proposed technical and management approach to performing the SOCP program administration work in the most cost-effective and efficient manner. Provide names and resumes of all individual(s) proposed by the Contractor for this SOCP work. Provide past experience of proposed key personnel with program administration, industry associations, US ship operations, SOCP, and SOCP members. Demonstrate proposed key personnel's oral and written communication skills; ability to coordinate disparate views and build consensus; ability to be self-initiating; project management ability; ability to use good judgment in dealing with SOCP members and the public; ability to perform all required tasks: ability to increase SOCP membership; and ability to travel to meetings and conferences. Provide at least three relevant references of the Contractor's relevant work (include organization name; Point of Contact name & title, phone number and email; and brief description of relevant work performed). Provide details of the insurance coverage held by the Contractor.

Cost Proposal:

The cost proposal should provide offeror's best price estimates, with supporting details, for performing the work outlined in Exhibit A: Performance Work Statement - SOCP Program Administration. Complete Exhibit B: Agreement Pricing with proposed labor categories, proposed labor rates (including salary, benefits, overhead, and profit), itemized estimated man-hours/ year by major activity, itemized list of any other proposed charges, and the proposed total annual cost in base year 2024. Clearly state any assumptions. Provide any proposed price escalation for follow-on years through 2028. Provide any recommended terms and conditions in addition to the Exhibit C: SOCP Agreement – Program Administration.

Evaluation Factors:

1. Technical knowledge and performance capability of the Contractor and proposed key personnel to perform the services required by SOCP, including increasing SOCP membership.
2. Past performance by Contractor and the proposed key personnel in recent and relevant work.
3. Price.

SOCP Officers & Operations Committee will evaluate offers by adding the total estimated price for all four option years to the total estimated price for the base year 2023. SOCP may determine that an offer is unacceptable if the base or option prices are significantly unbalanced. Evaluation of options shall not obligate the SOCP to exercise any or all the option years. SOCP intends to award based upon the initial proposals but reserves the right to request additional offers from certain bidders and conduct negotiations.

Anticipated Schedule:

SOCP expects to make the selection decision in Mid-December, negotiate, and execute the Agreement with successful contractor on or about 21 December 2023. SOCP expects the selected contractor to commence performance on 1 January 2024.



Exhibit A: Performance Work Statement - SOCP Program Administration

The contractor shall provide all qualified individuals, services, office facilities and equipment necessary to cost-effectively and efficiently perform all functions and responsibilities listed below as the Ship Operations Cooperative Program (SOCP) Program Administrator.

The contractor shall support the cooperative's officers, members, and the U.S. Maritime Administration (MARAD)'s SOCP Program Manager by performing the following duties, as directed by the SOCP President, SOCP Vice President, and the MARAD Program Manager:

1. SOCP General Administration

- 1.1. Coordinate and execute daily administrative operations of the SOCP.
- 1.2. Provide a central information preparation, coordination, and dissemination service regarding SOCP activities to members, potential members, vendors, and the public.
 - 1.2.1. Ensure that all appropriate SOCP program information is developed, maintained current, distributed, and available on the website - including but not limited to:
 - 1.2.1.1. Bylaws, Code of Membership, Organization, Member List (with Point of Contact information).
 - 1.2.1.2. List of SOCP Projects – current, completed, and proposed, along with Project Team information.
 - 1.2.1.3. SOCP Program Descriptions and brochures
 - 1.2.1.4. Press releases
 - 1.2.1.5. SOCP Products information
 - 1.2.2. Disseminate notices and documents to members in timely manner. Send out emails to members on topics of interest.
 - 1.2.3. Respond timely to queries from members and others.
 - 1.2.4. Maintain & update SOCP mailing & email distribution lists:
 - 1.2.4.1. Current Members – designated POCs & other officials who should be included in SOCP distribution (who have participated in past SOCP activities/ shown interest/maybe interested in current or proposed SOCP activities)
 - 1.2.4.2. SOCP Project Teams
 - 1.2.4.3. Past Members
 - 1.2.4.4. Potential new members
 - 1.2.4.5. Attendees at all past SOCP meetings
 - 1.2.4.6. Exhibitors at all past SOCP meetings
 - 1.2.4.7. Target potential new attendees in each location of future meetings.
 - 1.2.4.8. Maritime Media sources/contacts for distribution of SOCP press releases/ notices of future meetings.



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 1.2.4.9. Maritime industry associations/ contacts for distribution of SOCP press releases/ notices of future meetings.
- 1.3. Coordinate ad-hoc teleconferences, web conferences, and on-site meetings with SOCP officers, Operations Committee and Project Teams throughout the year. Participate in ad-hoc on-site meetings as requested by the President, Vice President, Treasurer, Operations Committee, Project Executives, and the MARAD Program Manager. (Assume total of 50 one-hour teleconferences and/or ad-hoc on-site meetings in the year.)
 - 1.3.1. Track milestones, provide status reports, and provide recommendations.
 - 1.3.2. Coordinate, prepare, and distribute meeting agenda and minutes of all SOCP telephone/on-line conferences and meetings.
 - 1.3.3. Ensure that agenda is distributed to attendees at least 1 day prior to the teleconference/ ad-hoc meeting and minutes are distributed and posted to the website within 3 working days.
 - 1.3.4. Provide integrated web conferencing/toll teleconferencing capability for ad-hoc SOCP meetings and coordinate set-up.
- 1.4. Coordinate closely with SOCP officers and members with respect to all SOCP issues or activities. Advise the SOCP President, Vice President, Treasurer, Operations Committee and MARAD SOCP Program Manager as to the status and activities of all SOCP activities, issues and related matters, including strategic planning, which require attention.
- 1.5. Miscellaneous administrative support
 - 1.5.1. Provide any other miscellaneous administrative support requested by the President, Vice President, Treasurer, Operations Committee, Project Executives, and the MARAD Program Manager.

2. SOCP Conference Administration

Coordinate and execute all activities necessary to plan, arrange, coordinate market, publicize, and conduct cost-effective and successful SOCP Conferences.

Assume two SOCP Conferences per year at different locations in USA. Assume each SOCP conference will last 2 days and include both General Conference sessions and at least one Members Only Business Meeting session.

- 2.1. Coordinate Planning and Scheduling
 - 2.1.1. Date selection - recommend dates for member approval
 - 2.1.2. Location selection
 - 2.1.2.1. Recommend location cities for member approval
 - 2.1.2.2. Research, recommend conference venue for member approval, and make arrangements.
 - 2.1.3. Obtain Sponsorships for conference



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 2.1.4. Invite Exhibitors of maritime technical interest to attendees
- 2.1.5. Develop meeting theme and agenda
- 2.1.6. Obtain and arrange for speakers, moderators & panelists
- 2.2. Arranging Facilities
 - 2.2.1. Organize conference space
 - 2.2.2. Locate best value accommodation (rates at or below govt. rates)
 - 2.2.3. Determine local travel arrangements
 - 2.2.4. Plan and coordinate catering
 - 2.2.5. Plan and coordinate Audio /Visual resources
 - 2.2.6. Plan and coordinate Social Activities including transportation
- 2.3. Market and Publicize Conference
 - 2.3.1. Advertise General Sessions via website
 - 2.3.2. Distribute email invitation to:
 - 2.3.2.1. All SOCP email distribution lists
 - 2.3.2.2. Maritime industry stakeholders in the meeting location
 - 2.3.3. Distribute SOCP press release about upcoming Conference to media & industry association distribution lists.
- 2.4. Registration Process
 - 2.4.1. Setup SOCP webpage to enable online registration for attendees and exhibitors.
 - 2.4.2. Track registration data and adjust conference marketing effort accordingly.
 - 2.4.3. Prepare name tags for each attendee (including spares for on-site registrants).
 - 2.4.4. Manage on-site registration.
 - 2.4.5. Collect registration fees from exhibitors.
- 2.5. Preparation and Distribution of Conference information
 - 2.5.1. Finalize conference agenda and logistical information. Distribute information to registered attendees and all members at least three business days before meeting.
 - 2.5.2. Prepare handouts and compile General Folders for all attendees at General Sessions (including spares for on-site late registrants). Post to website.
 - 2.5.3. Prepare Members Only Business Meeting handouts and compile Members Folders for all members (including spares for on-site late registrants from members). Post to members only section of website at least three business days before meeting.
- 2.6. Coordinate Conference



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 2.6.1. Coordinate Presentations
 - 2.6.2. Manage set-up and knock-down of exhibitor booths and sponsor displays.
 - 2.6.3. Manage SOCP booth and displays.
 - 2.6.4. Manage Catering
 - 2.6.5. Manage Audio/Visual Resources
 - 2.6.6. Manage Transportation.
- 2.7. Post Conference
- 2.7.1. Post any remaining presentations/handouts on SOCP website within 2 weeks.
 - 2.7.2. Compile and finalize separate minutes of Business Meeting and General Sessions.
 - 2.7.3. Distribute Business Meeting minutes (including links to presentations & handouts on website) electronically to all members within 2 weeks after meeting and post to Members Only website.
 - 2.7.4. Distribute General Session minutes (including links to presentations & handouts on website) electronically to attendees, all members and all SOCP email distribution lists within 1 week after meeting.
 - 2.7.5. Mail thank you letters to sponsors, speakers, & exhibitors within 2 weeks after meeting. Collect any balances due.

3. SOCP Projects Administration

- 3.1. Provide support services to the Project Executives and Project Team members during project formulation and execution. Support all SOCP Project Teams, including but not limited to developing agendas for meetings, materials, minutes, and coordination of any required consultant support. Coordinate and review scope and budget development and any changes proposed, project reports and products, evaluations and distribution plans, close-out reports, purchases required, and all other aspects of project management. Monitor and manage consultant services for project development, conduct, and expenditures. Participate on project management teams as appropriate.
- 3.2. Monitor Project Team assignments and output. Identify problem areas and facilitate improvements by Project Team to ensure timely project completion.
- 3.3. Coordinate and facilitate preparation of project status reports before each business meeting. Compile all project status reports and distribute electronically to members at least 5 working days prior to each business meeting.
- 3.4. Project Identification
 - 3.4.1. Research and determine projects of interest



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 3.4.2. Create and post member discussion forum
- 3.4.3. Create member survey for projects, obtain member feedback, and compile results.
- 3.4.4. Develop cost-effective Draft Annual SOCP Project Plan and distribute to members at least 2 weeks prior to Annual Fall Business Meeting.
- 3.4.5. Finalize Annual SOCP Project Plan, incorporating member comments and approvals, and distribute to members within 4 weeks after Annual Fall Business Meeting.
- 3.4.6. Execute approved Annual Project Plan.
- 3.4.7. Repeat above Items 3.4.1 thru 3.4.3 prior to each of the other two SOCP Business Meetings in the year. Develop status report and any recommended additions/changes to the approved Annual SOCP Project Plan and distribute to members at least 1 week prior to the Spring & Summer Business Meetings. Finalize revisions to Annual SOCP Project Plan, incorporating member comments and approvals, and distribute to members within 4 weeks after each Business Meeting
- 3.5. Project Technical Oversight
 - 3.5.1. Track milestones
 - 3.5.2. Review technical progress
 - 3.5.3. Coordinate preparation & presentation of Project Teams' status reports at each Business Meeting. Distribute to members at least 1 week before each meeting.
 - 3.5.4. Monitor all SOCP projects for conformance with approved concepts, scope, budget, timetable, etc. Manage consultant support services including adequacy of performance, invoice review, and overall expenses.
- 3.6. Project Deliverables & Final Report
 - 3.6.1. Review and approve all vendor deliverables & final Project Report.
 - 3.6.2. Obtain comments and approvals from Project Executive and Project Team.
 - 3.6.3. Ensure that vendors adequately address SOCP review comments.
 - 3.6.4. Ensure that vendors deliver products, deliverables, and final reports that comply with purchase order and are acceptable to SOCP.
 - 3.6.5. Upload reports on website and provide secure access to members
 - 3.6.6. Distribute products to members.

4. SOCP Purchases Administration

- 4.1. Statements of Work (SOW) for all SOCP purchases
 - 4.1.1. Prepare draft SOWs for all SOCP projects and SOCP procurements
 - 4.1.2. Distribute SOWs to Project Executive and Project Team for review
 - 4.1.3. Obtain comments and finalize SOWs



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 4.2. Requests for Proposals (RFP) from vendors
 - 4.2.1. Conduct market research and identify recommended vendors and sources.
 - 4.2.2. Develop and compile SOCP RFP for approval by designated SOCP officer or SOCP Project Executive & Project Team.
 - 4.2.3. Distribute SOCP RFP to potential vendors.
 - 4.2.4. Provide clarifications and answers to vendors
- 4.3. Proposal Evaluation and Award
 - 4.3.1. Develop evaluation criteria and obtain Project team approval.
 - 4.3.2. Evaluate vendor proposals in accordance with (IAW) approved criteria.
 - 4.3.3. Compile vendor proposals for Project Team Review and evaluation.
 - 4.3.4. Compile all evaluation results and submit source selection recommendation to Project Executive for decision.
 - 4.3.5. Obtain Best & Final offers, if needed, and negotiate prices and purchase order terms with vendors.
 - 4.3.6. Issue purchase orders to vendors.
- 4.4. Monitor vendor performance
 - 4.4.1. Provide technical and contract oversight to vendors.
 - 4.4.2. Inspect and monitor vendor performance and compliance with purchase order terms and conditions.
 - 4.4.3. Inspect and accept vendor deliverables on behalf of SOCP, after obtaining concurrence from designated SOCP officer or SOCP Project executive.
 - 4.4.4. Approve invoices and coordinate payments

5. SOCP Financial Administration

- 5.1. Develop and track Annual SOCP Budget
 - 5.1.1. Develop and prepare draft Annual SOCP Budget. Incorporate draft Annual Project Plan and draft Annual Marketing Plan.
 - 5.1.2. Distribute draft Annual SOCP budget to membership at least 2 weeks prior to the Annual Fall Business Meeting.
 - 5.1.3. Explain and justify draft Annual Budget to members at the Annual Business Meeting.
 - 5.1.4. Finalize approved Annual SOCP budget incorporating members' comments, votes, and approvals.
 - 5.1.5. Distribute final approved Annual SOCP Budget to members within 4 weeks after the Annual Business Meeting. Post to members only section of SOCP website.
 - 5.1.6. Execute the approved budget.
 - 5.1.7. Monitor and track actual performance to approved budget.
 - 5.1.8. Develop status report and any recommended additions/changes to the approved Annual SOCP Budget and distribute to members at least 1 week



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Exhibit A: Performance Work Statement - SOCP Program Administration

prior to the Spring & Summer Business Meetings. Finalize revisions to approved Annual SOCP Budget, incorporating member comments and approvals, and distribute to members within 4 weeks after each Business Meeting

- 5.2. Coordinate, Prepare, review and submit Cooperative financial reports in accordance with governing regulations and laws for non-profit corporations.
 - 5.2.1. Prepare and distribute current financial status reports to members at least 5 working days prior to each business meeting.
 - 5.2.2. Present and explain financial status along with the Program Administrator's recommendations to the Cooperative members at business meetings.
 - 5.2.3. Coordinate, prepare, review, and file annual financial reports (including but not limited to Maryland PPTR and IRS Form 990) with appropriate government bodies in a timely manner. Ensure that such annual financial reports to government bodies are reviewed by the SOCP Treasurer before filing.
- 5.3. Administer receipts of funds by SOCP
 - 5.3.1. Collect and deposit member dues, and maintain the necessary records. Invoice members, track delinquent payments, send timely reminders to delinquent members, and recommend any corrective action to President.
 - 5.3.2. Collect all funds from sales of SOCP products, and maintain the necessary records. Invoice buyers, track delinquent payments, send timely reminders to delinquent customers/vendors, and recommend any corrective action to President.
 - 5.3.3. Collect and maintain records of any other funds received by SOCP.
- 5.4. Administer disbursement of funds by SOCP
 - 5.4.1. Review all vendor invoices for compliance with purchase order terms
 - 5.4.2. After verifying invoice accuracy, ensure that such reviewed vendor invoices have been approved by the designated SOCP Project Executive (for project invoices only) and one SOCP Officer (President/VP /Secretary /Treasurer) before submittal to the SOCP Banker for payment. Disburse SOCP approved payments when directed in writing by SOCP Banker.
 - 5.4.3. Maintain all disbursement records.
- 5.5. Assist SOCP Treasurer/ Banker with Administering SOCP bank accounts
 - 5.5.1. Establish, maintain, and operate SOCP bank accounts as directed in writing by the SOCP Treasurer/ Banker.
 - 5.5.2. Deposit all funds timely in the SOCP bank account



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 5.5.3. Initiate SOCP approved disbursements from bank account as directed in writing by the SOCP Treasurer/ Banker.
- 5.5.4. Reconcile bank accounts monthly and submit status to SOCP Treasurer/ Banker.

6. SOCP Product Sales Administration

- 6.1. Develop and maintain SOCP products for sale to members and public.
- 6.2. Develop and maintain current price list on SOCP website
- 6.3. Maintain inventory of SOCP products in contractor's facility.
- 6.4. Facilitate orders.
- 6.5. Distribute and/or ship SOCP products.
- 6.6. Prepare and distribute invoices in timely manner and collect payments.
- 6.7. Follow up in timely manner on delinquent payments.

7. SOCP Marketing Administration

- 7.1. Develop, execute, monitor and update the Annual SOCP Marketing Plan
 - 7.1.1. Develop a cost-effective Annual SOCP Marketing Plan
 - 7.1.1.1. For new SOCP member recruitment
 - 7.1.1.2. For sale of SOCP products to non-members.
 - 7.1.2. Distribute Draft Marketing Plan electronically to members at least 2 weeks before the Annual Fall Business Meeting.
 - 7.1.3. Finalize approved Annual Marketing Plan based on members' comments and distribute to members via website within 4 weeks after the Annual Fall Business Meeting.
 - 7.1.4. Implement approved Annual Marketing Plan.
 - 7.1.5. Develop status report and any recommended additions/changes to the approved Annual SOCP Marketing Plan and distribute to members at least 1 week prior to the Spring & Summer Business Meetings. Finalize revisions to approved Annual SOCP Budget, incorporating member comments and approvals, and distribute to members within 4 weeks after each Business Meeting.
- 7.2. Recruit new members
 - 7.2.1. Develop, implement, and enhance cost-effective opportunities to leverage and grow the SOCP programmatically, financially and to increase participation and membership.
 - 7.2.2. Identify potential new members and advise SOCP Operations Committee.
 - 7.2.3. Initiate and coordinate outreach to prospective new members. Obtain and utilize effective support and participation from current members in outreach to prospective new members.
 - 7.2.4. Communicate & follow up.
 - 7.2.5. Provide welcoming package when member signs up.



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 7.3. Market SOCP products
 - 7.3.1. Develop and implement cost-effective strategies to market SOCP products.
 - 7.3.2. Negotiate partnering arrangements with distributors/ other entities for sale of SOCP products to non-members.
 - 7.3.3. Analyze sales trends and submit recommendations to membership for new product development, re-supply of previous SOCP products or discontinuance of an old SOCP product.
- 7.4. Manage SOCP promotional materials
 - 7.4.1. Develop cost-effective SOCP promotional materials.
 - 7.4.2. Identify sources and cost estimates
 - 7.4.3. Include recommendations in draft Annual Marketing Plan.
 - 7.4.4. Procure approved items IAW approved Annual Marketing Plan.
 - 7.4.5. Maintain inventory of SOCP promotional materials in contractor's facility and/or vendor's facilities.
 - 7.4.6. Distribute SOCP promotional products to achieve maximum benefits.
- 7.5. Manage SOCP marketing participation and/or booth at non-SOCP industry conferences.
 - 7.5.1. Evaluate and determine if SOCP marketing participation and/or booth at other non-SOCP industry would result in cost-effective benefits for SOCP.
 - 7.5.2. Include recommendations in Draft Annual Marketing Plan.
 - 7.5.3. Coordinate SOCP marketing participation in other conferences IAW approved Annual Marketing Plan.
 - 7.5.4. Personally represent SOCP at other non-SOCP conferences IAW approved Annual Marketing Plan (assume 2 per year)
- 7.6. Participate in and/or provide presentations on behalf of the SOCP at other meetings and events as designated by the President. Serve on committees of other related organizations as may be appropriate and approved by the SOCP President.

8. SOCP Website Administration

- 8.1. Perform all functions of SOCP webmaster for all SOCP websites. Maintain a SOCP website using Content Management System
 - 8.1.1. Administer user accounts and passwords
 - 8.1.2. Ensure privacy and good web security practices.
 - 8.1.3. Oversee web site content to ensure consistency, ease of use, accuracy, and appropriateness.
 - 8.1.4. Train members in using website efficiently and posting information to the website.
 - 8.1.5. Troubleshoot and help members with website problems.



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Exhibit A: Performance Work Statement - SOCP Program Administration

- 8.1.6. Work with website provider to resolve any issues.
- 8.1.7. Ensure that all meeting agenda & minutes, presentations, SOCP information, SOCP project reports are posted timely and kept current on the website.
- 8.1.8. Manage a member discussion forum on the website
- 8.1.9. Manage SOCP e-commerce (sale of SOCP products) on the website.
- 8.2. Enhance the website arrangement and content.
 - 8.2.1. Submit recommendations and preliminary cost estimates for website improvements that will enhance efficiency and cost-effectiveness of SOCP processes.
 - 8.2.2. Implement enhancements approved by SOCP Operations Committee.
 - 8.2.2.1. Develop and deploy website enhancements that are within the capability of the Contractor's staff that is permanently assigned to SOCP Website Administration and webmaster tasks.
 - 8.2.3. Develop SOW, RFP, and SOCP cost estimate for approved website enhancements that are not within the capability of the Contractor's staff that is permanently assigned to SOCP Website Administration and webmaster tasks. Issue RFP after obtaining approval from SOCP.
 - 8.2.3.1. Manage procurement and deployment of website enhancements.

9. Provide all Office Equipment & Facilities necessary for the Contractor's assigned individuals only to perform all SOCP program administration tasks cost-effectively and efficiently IAW this Exhibit A.

- 9.1. Provide office spaces, office furniture, office supplies and consumables, and utilities. Provide all office equipment, computer, printer/scanner/ copier, fax, phone, cellular phone, etc.
- 9.2. Provide unlimited local and long distance phone and/or cellular service.
- 9.3. Provide integrated on-line conferencing and toll telephone conferencing capability for SOCP member meetings.
- 9.4. Provide fax service.
- 9.5. Provide computers with at least Microsoft Office Professional, Adobe Pro, and web management software.
- 9.6. Provide industry and technical reference materials.
- 9.7. Provide any other routine office items required by the Contractor to perform the tasks listed in this Exhibit A.

10. Maintain Insurance

- 10.1. Maintain adequate workmen's compensation and liability insurance for all Contractor's employee(s) and subcontractor(s) assigned to SOCP tasks.



SHIP OPERATIONS COOPERATIVE PROGRAM

SOCP Contract No.: _____

SOCP AGREEMENT

FOR CONTRACT SERVICES – SOCP Program Administration

This Agreement is made between Ship Operations Cooperative Program (hereinafter referred to as "SOCP"), and _____ (hereinafter referred to as the "Contractor").

Whereas, SOCP, recognizing Contractor's special skills with respect to the US ship operations industry, desires to retain Contractor to provide qualified individual(s), services, and all office facilities necessary to cost-effectively and efficiently perform all functions and responsibilities as the SOCP Program Administrator.

Now, therefore, for and in consideration of the premises and covenants made herein and their full performance, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

Contractor agrees to provide to SOCP all qualified individual(s), services, and office facilities necessary to cost-effectively and efficiently perform all functions and responsibilities as the SOCP Program Administrator, in accordance with **Exhibit A – Performance Work Statement** attached hereto.

2. TERM OF CONTRACT

The term of this Agreement shall be for one year, with four follow-on one –year options, unless sooner terminated (i) in accordance with Paragraph 10, Termination, or (ii) by SOCP for any reason whatsoever upon providing Contractor with sixty (60) business days' written notice. SOCP reserves the right to continue to renew this Agreement for additional one-year terms

3. COMPENSATION

The compensation for the services to be performed by Contractor will be in accordance with **Exhibit B – Agreement Pricing** attached hereto. Contractor will submit an itemized invoice monthly to SOCP for the amount of any compensation due and any additional charges permitted hereunder, and all valid charges on such invoice which are approved by SOCP will be paid by SOCP within fifteen (15) days thereafter. Nothing contained in this Agreement shall be deemed to guarantee to Contractor any minimum amount of compensation. Contractor shall only be entitled to compensation for hours of services and non-local travel performed at the request of SOCP. The contractor's man-hour rates shall be fixed in accordance with the contractor's cost proposal. Contractor will be reimbursed only for the actual Contractor man-hours expended but not to exceed the Contractor's estimated total man-hours/year in the Contractor's cost proposal. During any fiscal year, Contractor shall not be entitled to any compensation (including travel and expense reimbursement) in excess of the total amount allocated for Program



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SOCP Agreement – Program Administration

SOCP Contract No.: _____

Administration Support in the Annual SOCP Budget approved by the SOCP membership. The total compensation, based upon the Contractor's actual expended man-hours, travel and reimbursable expenses, maybe less than the total amount allocated for Program Administration Support in the Annual SOCP Budget approved by the SOCP membership.

4. EXPENSES

- A. Contractor shall be responsible for all direct and indirect costs and expenses incident to the performance of the services for SOCP; including, but not limited to: all costs of equipment provided by Contractor, all costs of Contractor's office and facilities, all communication expenses – including telephone, cellular phone, fax, and internet; all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business.
- B. The compensation agreed to by Contractor in **Exhibit B – Agreement Pricing** is adequate to cover all anticipated Contractor expenses for performance, including, unless otherwise provided in **Exhibit B – Agreement Pricing**, all local travel and commuting. However, in the event that SOCP requests additional travel or other work on the part of the Contractor and Contractor agrees to engage in such activities and incur the resulting expenses, SOCP and Contractor shall agree on appropriate reimbursement for such costs and expenses prior to their being incurred by Contractor.
- C. Except as provided herein, SOCP shall not be responsible for any expenses incurred by Contractor in performing services for SOCP.

5. CONTRACTOR REQUIREMENTS

Prior to the commencement of any services or execution of the **Exhibit A – Performance Work Statement**, Contractor shall provide the following to SOCP:

- A. Contractor shall provide to SOCP a letter signed by an authorized representative of Contractor stating that all services will be performed by W-2 employee(s) who are eligible for benefits of the Contractor or a letter signed by an authorized representative of Contractor identifying the individual or company proposed to perform the services and that, such individual or company is under contract to Contractor.
- B. Contractor shall provide to SOCP a current certificate of good standing showing that the Contractor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation.
- C. Contractor shall provide to SOCP a Certificate of Insurance as stated in Section 12 – INDEMNIFICATION AND INSURANCE.
- D. Contractor shall provide to SOCP its Federal Tax Identification Number or Social Security Number, if applicable.



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6. PERFORMANCE OF SERVICES

Contractor will determine the method, details and means of performing the above described services. SOCP shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services; provided, however, that:

- A. If performance of the services requires preparation of periodic reports or filings for submission to local, state or federal entities or for compliance with SOCP's internal accounting, audit or other requirements, then Contractor shall submit any such report or filing to SOCP's representative a reasonable time prior to the filing date so that SOCP's representative may determine the adequacy of the report or filing with respect to the relevant requirements.
- B. Contractor may render the services at any place or location within the United States and at such time as Contractor shall determine.
- C. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from SOCP. In the event that SOCP and Contractor agree that Contractor will perform a portion of the services on SOCP's premises, SOCP will provide appropriate work space on a space available basis and access to usual office machines. Further, if performance of the services requires that Contractor have access to SOCP's members, records or equipment, SOCP shall provide such access at reasonable times and subject to reasonable conditions.

7. INDEPENDENT CONTRACTOR STATUS

- A. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SOCP. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SOCP and Contractor or any employee, subcontractor or agent of Contractor. Both parties acknowledge that neither Contractor, nor its contractors, employees, consultants or independent contractors are employees of SOCP for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement except as reasonably restricted by the following paragraph.
- B. It is agreed by SOCP that the obligations of Contractor hereunder shall not preclude Contractor's undertaking any employment or other effort of a business nature for any other person, company or firm so long as such employment does not interfere with Contractor's performance hereunder or create a conflict of interest or appearance of a conflict of interest with SOCP or any SOCP member.
- C. It is agreed by Contractor that, upon SOCP's request, it will submit to SOCP certified payroll records or certified copies of pay stubs showing statutory



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withholdings from pay for those employees of the Contractor engaged in this Agreement. If copies of certified payroll records or certified payroll stubs are required by SOCP, the Contractor shall promptly submit the records or stubs to the designated SOCP official and/or SOCP accountant/auditor.

8. ASSIGNMENT

Contractor shall not assign this Agreement without the prior express written consent of SOCP. Contractor's request for any assignment shall include the proposed Assignee's technical and cost proposals to meet all requirements of the original SOCP RFP that resulted in this Agreement. SOCP consent shall not be unreasonably withheld if the Contractor and Contractor's proposed assignee can satisfactorily demonstrate to SOCP that the proposed assignee can provide qualified individual(s), services and facilities similar or better or more cost-effectively than as outlined in the Contractor's technical and cost proposals. Contractor shall remain liable for complete performance of Contractor's obligations under this Agreement by Contractor's assignee.

9. MUTUAL NONDISCLOSURE AGREEMENT

9.1 Non-Disclosure of Confidential Information. The Contractor hereby acknowledges and agrees that the duties and services to be performed by the Contractor's employees and sub-contractors under this Agreement are special and unique and that as a result of this Agreement, the Contractor's employees and sub-contractors will have access to, acquire, develop and/or use information of a special and unique nature and value that is not generally known to the public or to the SOCP's industry, including, without limitation, certain records, documentation, software programs, price lists, customer lists, supplier lists, lists of licensors and licensees, contract prices for the SOCP's services, business plans and prospects of the SOCP and SOCP members, equipment configurations, ledgers and general information, employee records, mailing lists, and other similar information (all such information being hereinafter referred to as "Confidential Information"). The Contractor further acknowledges and agrees that the Confidential Information is of great value to the SOCP, that the restrictions and agreements contained in this Agreement are reasonably necessary to protect the Confidential Information and the goodwill of the SOCP. Accordingly, the Contractor hereby agrees that:

- (a) The Contractor's employees and sub-contractors will not, while performing under this Agreement or at any time thereafter, directly or indirectly, except as required by the their performance of the duties under this Agreement (and consistent with prudent business practices and the Contractor's and SOCP policies), or as otherwise authorized in writing by the SOCP for the benefit of the SOCP, disclose, divulge or communicate to any person, firm, partnership, corporation, limited liability company, organization or other entity, other than the SOCP (hereinafter referred to as "Third Parties"), in any manner whatsoever, or use or cause or authorize any Third Parties to use, the Confidential Information, except as required by law; and
- (b) Upon the termination of any of the Contractor's employee's and/or subcontractors' performance under this Agreement for any reason whatsoever,



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the Contractor shall deliver or cause to be delivered to the SOCP any and all Confidential Information and any other property, documents and materials belonging to the SOCP or relating to its business, or for which the SOCP is liable to others, regardless of the medium upon which it is stored, including, without limitation, drawings, notebooks, notes, files, records, keys, disks, data, reports, studies, manuals, memoranda, programs, books, presentations and money, whether prepared by the Contractor or otherwise, and which are in the terminated employee or subcontractor's possession, charge, custody or control.

9.2 Non-Solicitation Covenant. The Contractor hereby covenants and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement with the SOCP for any reason, the Contractor shall not, without the prior written consent of the SOCP, use any Confidential Information of the SOCP and SOCP members, either for himself or for any other person or business entity, directly or indirectly, (i) to contact, call on or solicit, or attempt to contact, call on or solicit, or to interfere with or attempt to interfere with, or to endeavor to entice or take away, or attempt to endeavor to entice or take away, from the SOCP or its members any person, firm, corporation, partnership, limited liability company, organization or other entity that was a customer, supplier or licensor of the SOCP or its members at any time while the Contractor was performing under this Agreement, or (ii) to induce or attempt to induce, or solicit or attempt to solicit, any employee or consultant (or any person who was an employee or consultant during the year preceding the date of any such solicitation or attempted solicitation) of the SOCP or its members to leave the employ of the SOCP member, or to become employed or engaged in any activity competitive with the business (or planned business) of the SOCP or any SOCP members, or in any way interfere with or attempt to interfere with the relationship between any such employee or consultant and the SOCP or SOCP members.

9.3 Non-Disclosure of Former Employer's Confidential Information. The Contractor represents and warrants that his performance under this Agreement with the SOCP will not breach any existing agreement or covenant that the Contractor and/or his employee(s) and/or his subcontractor(s) have signed with any other person, firm or corporation, or violate any legal duty that the Contractor and/or his employee(s) and/or his subcontractor owe(s) to such other person, firm or corporation. The Contractor will not disclose to the SOCP, or use on the SOCP's behalf, any trade secrets or proprietary information belonging to any of the Contractor's prior employers or clients or any other person, firm or corporation.

9.4 Remedies.

(a) Injunctive Relief. The Contractor expressly acknowledges and agrees that the business of the SOCP members is highly competitive and that a violation of any of the provisions of Articles 9.1 or 9.2 would cause immediate and irreparable harm, loss and damage to the SOCP and SOCP members which is not adequately compensable by a monetary award. Without limiting any of the other remedies available to the SOCP and SOCP members at law or in equity, or the SOCP's and /or SOCP members' right or ability to collect money damages,



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the Contractor agrees that any actual or threatened violation of any of the provisions of Articles 9.1 or 9.2 may be immediately restrained or enjoined by any court of competent jurisdiction, and that a temporary restraining order or emergency, preliminary or final injunction may be issued in any court of competent jurisdiction. Contractor further acknowledges that the restrictions contained in Articles 9.1 and 9.2 are reasonable in scope and duration, will not prevent him from earning a livelihood during the applicable periods of restriction, and are necessary to protect the legitimate interests of the SOCP and SOCP members. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Article shall survive the termination of this Agreement.

(b) Enforcement. It is the desire of the parties that the provisions of Articles 9.1 and 9.2 will be given the broadest interpretation permitted by law and enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of Articles 9.1 or 9.2 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete there from such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

10. TERMINATION

A. This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency proceedings commenced by or brought against either party, and in the latter case not dismissed within sixty (60) days following service of such proceedings;
- (2) Dissolution of either party
- (3) Death or permanent disability of Contractor (if Contractor is a sole proprietor).

The Contractor shall be paid for work performed through date of termination.

B. Should Contractor default on the performance of this Agreement or breach any of its material provisions, SOCP, at SOCP's option, may terminate this Agreement by giving not less than sixty(60) days written notice to Contractor. In the event of such termination, Contractor shall be paid only for services rendered through the date of termination, and any work product, notes or other related materials in Contractor's possession immediately shall be transferred to SOCP. For purposes of this paragraph, material breach of this Agreement shall include, but not be limited to, the following:



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- (1) Repeated failure to provide a product or service meeting the stated specifications or requirements.
 - (2) Repeated failure to meet stated deadlines.
 - (3) Failure to comply with any material provisions of this Agreement.
 - (4) Malfeasance.
- C. Should SOCP default on the performance of this Agreement or breach any of its material provisions, Contractor, at Contractor's option, may terminate this Agreement by giving not less than sixty (60) days written notice to SOCP. For purposes of this paragraph, material breach of this Agreement shall include, but not be limited to the following:
- (1) Failure to make payment, in accord with the terms of this Agreement, for services rendered by Contractor.
 - (2) Repeated Failure to provide reasonable access to SOCP records, equipment and employees as required for Contractor's performance of services.
 - (3) Failure to comply with any material provision of this Agreement.
- D. This Agreement may be terminated at any time by mutual agreement of the parties on such terms as they may agree.
- E. This Agreement shall terminate upon Contractor's receipt of written notice from SOCP that the services or other work of which the services are a part or with which they are connected have been canceled. Upon receipt of such notice Contractor shall immediately cease work, transfer to SOCP all work completed up to receipt of notice of cancellation and comply with all reasonable requests of SOCP with respect to such termination. Contractor shall be paid through date of receipt of notice. Contractor shall promptly prepare and submit its final invoice to SOCP for payment.

11. DEATH OR DISABILITY OF CONTRACTOR

If Contractor is a sole proprietor, should Contractor become unable to perform services hereunder due to death, illness or other disability, this Agreement and any payments required by the terms of this Contract shall terminate as of the date of death or date of commencement of disability or commencement of debilitating illness; provided, however, that Contractor or his estate shall be entitled to payment for any work performance rendered to and including the date of termination due to death or disability. Further, any work product, notes or other related materials in Contractor's possession shall be transferred to SOCP immediately.



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12. INDEMNIFICATION AND INSURANCE

A. Indemnification

Contractor shall indemnify and hold SOCP harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's employees, consultants and/or independent contractors, including all claims arising from the injury to or death of any person or damage to any property.

B. Insurance

Contractor shall provide the Insurance described in **Exhibit A – Performance Work Statement** and the Contractor's Technical Proposal, incorporated herein.

13. PATENT, TRADEMARK AND COPYRIGHT

If any deliverable prepared by Contractor during the performance of this Agreement is developed by Contractor into a marketable SOCP product as anticipated in any SOCP project, the parties agree that SOCP shall retain full ownership rights to the product and participate in the marketing thereof.

If any deliverable prepared by the Contractor during the performance of this Agreement is later developed by Contractor into a marketable Contractor product, the parties agree that SOCP may retain partial rights to the product and participate in the marketing thereof. The parties also agree that in such event they shall, in a separate agreement, mutually agree on how revenue will be calculated and shared between them and any other terms and conditions as may be appropriate.

14. NOTICES

Any notices to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to parties at the addresses appearing in the signature portion of the Agreement, but such addresses can be changed by written notice given in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the actual date of receipt while mailed notices shall be deemed communicated two business days following date of mailing.

15. PARTIAL INVALIDITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way.

16. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a



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separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

17. DRUG AND ALCOHOL POLICY

It is an objective of SOCP to provide an atmosphere free of drugs and alcohol and the risk of related accidents.

18. SECURITY POLICY

It is an objective of SOCP to provide security for all types of information including printed, whether generated manually or by automated means and to information stored and accessible by electronic facilities.

19. BUSINESS ETHICS

It is the objective of SOCP to deal honestly and fairly with both internal and external constituencies and thereby one of SOCP's most valuable assets is its integrity.

20. HARASSMENT

It is the objective of SOCP to provide an atmosphere free from all harassment, including but not limited to sexual harassment.

22. POLICIES AND PROCEDURES

It is the responsibility of Contractor to ensure that Contractor's employee(s) and/or subcontractor(s) comply with all policies and procedures of SOCP, the Contractor, and applicable federal, state and local laws and regulations.

23. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.

24. FORCE MAJEURE

Both SOCP and Contractor will be excused from performance or delays under this Agreement to the extent that such performance is prevented or delayed due to causes beyond the control of the party obligated to perform and against which the party could not take reasonable steps to avoid or mitigate, including acts of God, strikes or other labor disputes, wars, government restrictions or failure of equipment.

25. LIMITATION OF LIABILITY

Either party's liability (whether in contract, trust, negligence, strict liability or by statute or otherwise) to each other or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to direct and actual damages.



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IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

26. NON-SOLICITATION

Neither party shall during the term of this Agreement and for a period of six (6) months following termination, solicit the employment of, employ or contract with the other party's personnel, either individually or through another party or employee who has worked on the Project; provided, this provision is applicable only to such personnel as are known to the party wishing to employ or contract with them. This restriction shall not apply to personnel who have been discharged or dismissed.

27. SURVIVAL OF SECTIONS

The terms of the following sections shall survive the termination of this Agreement, including 3, 4, 9, 12, 13, 25 and 26.

28. INCORPORATION BY REFERENCE

All exhibits, attachments and other documents referred to herein are deemed to be incorporated by reference into this Agreement for all purposes. The Contractor's Technical Proposal is incorporated into this Agreement as an Addendum to Exhibit A – Performance Work Statement. The Contractor's Best and Final Offer is incorporated into this Agreement as Exhibit B – Agreement Pricing.

29. ENTIRE AGREEMENT OF PARTIES

This Agreement supersedes any and all agreements, whether oral or written, between the parties hereto with respect to the rendering of services by Contractor for SOCP, and contains all covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. The parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise, unless contained in this contract, shall be valid or binding. Any modification of this Agreement shall be effective only if reduced to writing and signed by both parties.

Executed on _____, 20____.

For CONTRACTOR:

Company Name: _____

Address: _____



SHIP OPERATIONS COOPERATIVE PROGRAM

SOCP Agreement – Program Administration

SOCP Contract No.: _____

By:

Signature

Print Name

Title:

Taxpayer Identification No.: _____

For SOCP:

Organization Name: SHIP OPERATIONS COOPERATIVE PROGRAM

Address:

By:

Signature

Print Name

Title:

President

Exhibit D: SOCP Request for Proposal – Program Administration
Frequently Asked Questions

1. When do you expect to make the final award?

Answer: See RFP page 2 – SOCP expects to make the selection decision in December 2023, negotiate, and execute the Agreement with successful contractor on or about 21 December 2023. SOCP expects the selected contractor to commence performance on 1 January 2024.

2. What kind of "liability" insurance do you require? The SOW does not address any "professional" insurance requirements.

Answer: See Exhibit A – PWS, 10.1 which states “Maintain *adequate* workmen’s compensation and liability insurance for all Contractor’s employee(s) and subcontractor(s) assigned to SOCP tasks.” It is up to the Contractor to determine the customary insurance that will be “adequate” to cover the Contractor’s own risks and to meet their legal requirements to their employees. Note the RFP requires the Contractor to “Provide details of insurance coverage to be held by the Contractor” in the Technical Proposal.

The contractor is not required to provide any insurance to cover SOCP which maintains separate “Directors& Officers” liability insurance for SOCP.

3. Why do you require an individual Independent Contractor to be incorporated?

Answer: SOCP requires that the successful Contractor be organized as a corporation or LLC (or similar business entity with limited liability) at time of award. SOCP requires this to minimize any potential legal liability of both Contractors’ key personnel and SOCP, and to ensure that the SOCP -Contractor relationship cannot be misinterpreted to be an employer-employee relationship.

4. The SOW does not address any "professional" expertise requirements.

Answer: See the Technical Proposal requirements and Evaluation factors #1& #2. SOCP’s evaluation of technical knowledge, performance capability & past performance of the Contractor and Contractor’s proposed key personnel will be based upon the various areas listed under Technical Proposal, including thorough knowledge of the maritime industry, maritime operations, and R&D experience.

6. Will the contractor be required to provide teleconferencing facility?

Answer: Yes. Contractor will typically provide the teleconferencing or Webex capability for member meetings. This can include ZOOM or comparable capabilities.

7. The Performance Work Statement (PWS) is too vague and does not provide enough information to accurately estimate the required man-hours. This provides the incumbent an unfair advantage.

Answer: SOCP has provided a very detailed Performance Work Statement to ensure that all offerors are on an equal footing. The detailed PWS should enable experienced offerors to develop reasonable estimates. SOCP expects that offerors will utilize their experience and skills to develop their own individual technical and management approach to performing the SOCP program administration work in the most cost-effective and efficient manner.

8. What is required for the Technical Proposal?

Answer: The contractor should provide sufficient information, as detailed under Technical Proposal in the RFP, to enable proper SOCP evaluation. The format and length is up to the Contractor.

9. Will this RFP result in a fixed price contract?

Answer: No. The Agreement states:

“Nothing contained in this Agreement shall be deemed to guarantee to Contractor any minimum amount of compensation. Contractor shall only be entitled to compensation for hours of services and non-local travel performed at the request of SOCP. The contractor’s man-hour rates shall be fixed in accordance with the contractor’s cost proposal. Contractor will be reimbursed only for the actual Contractor man-hours expended but not to exceed the Contractor’s estimated total man-hours/year in the Contractor’s cost proposal. During any fiscal year, Contractor shall not be entitled to any compensation (including travel and expense reimbursement) in excess of the total amount allocated for Program Administration Support in the Annual SOCP Budget approved by the SOCP membership. The total compensation, based upon the Contractor’s actual expended man-hours, travel and reimbursable expenses, maybe less than the total amount allocated for Program Administration Support in the Annual SOCP Budget approved by the SOCP membership.”

10. Is there a preference as to the location of the Program Administrator, for example, local to the Washington D.C. area?

Answer: No. The Agreement, Section 6B, states:

Contractor may render the services at any place or location within the United States and at such time as Contractor shall determine.

11. Is there an Incumbent Contractor?

Answer: Yes – QSE Solutions, Woodinville, WA 98077.

12.. Is travel expense fixed cost or reimbursable?

Answer:

- a. Contractor's commuting and local travel costs are not reimbursable by SOCP.
- b. Contractor's actual travel costs for any SOCP requested out of town travel by the Contractor will be reimbursed by SOCP, if considered fair and reasonable, but shall not exceed the total amount per trip pre-authorized by SOCP.
- c. If Contractor travel is required outside the Contractor representatives' local commuting area to support any SOCP activities (including the 2 SOCP conferences/year), Contractor shall submit detailed reimbursable travel estimate and obtain SOCP authorization prior to any reimbursable travel expenses being incurred by Contractor.
- d. During any fiscal year, Contractor shall not be entitled to any compensation (including all travel and expense reimbursement) in excess of the total amount allocated for Program Administration Support in the Annual SOCP Budget approved by the SOCP membership.

13.. Since future SOCP meeting locations are unknown, how can bidders accurately estimate the SOCP Conferences travel expense? How can SOCP fairly evaluate different bidders' travel costs if they base their travel estimate on different destinations?

Answer: All bidders should estimate their Cost item No. AA -Travel (2 SOCP Conferences) only upon the following notional meeting locations:

Linthicum, MD – 1 SOCP conference/year
Dania, FL – 1 SOCP conference/year

Note that these notional locations are provided only to ensure consistency in SOCP evaluation of cost proposals. Actual locations during the term of the contract will vary.

SOCP BYLAWS

As approved by Membership on September 26, 2018

ARTICLE I - NAME

The name of this organization shall be the Ship Operations Cooperative Program, the official abbreviation and the term "SOCP" shall be construed to mean the Ship Operations Cooperative Program.

The SOCP may also be referred to as the "Cooperative."

ARTICLE II - PURPOSE

The purpose of the SOCP is to provide a cooperative nonprofit and nonpartisan member-driven organization of industry leaders to promote and improve the maritime industry through collaboration, facilitation, recommendation, and innovation.

ARTICLE III - OBJECTIVES

To achieve our purpose, the objectives of the SOCP are to:

Section 1. Bring together and collaborate on a regular basis representation from business, workforce, education, and government to discuss maritime risks, opportunities, and change.

Section 2. Facilitate productive dialog to discuss and address common issues within the U.S. maritime community.

Section 3. Provide collective recommendations to members, regulatory agencies, and standards organizations to resolve real and potential issues within the U.S. maritime industry.

Section 4. Support innovative projects that benefit the U.S. maritime industry.

ARTICLE IV - ORGANIZATIONAL STRUCTURE AND AUTHORITIES

Section 1. The SOCP shall be governed by the Bylaws, Code of Membership and such other documents as the Cooperative may make consistent therewith.

Section 2. The governing body of the Cooperative shall be the voting Members of the Cooperative. For oversight, the Cooperative shall elect Officers as spokespersons, which include a President, Vice-President, and Secretary. The Vice President may serve as Secretary per Section 3(B). In addition, the Cooperative shall elect an Operations Committee to provide guidance to the elected Officers and to support the President and Vice-President. Employees of United States Government agencies that support and participate in Cooperative activities will not act in any leadership or oversight role.

SOCP BYLAWS

Section 3. The structure of the Cooperative shall be as follows:

- A. President** - The President will have overall oversight and responsibility for the Cooperative's operations.
 - 1. The President will act on the Cooperative's behalf and, with guidance from the Operations Committee, provide direction on matters concerning the program.
 - 2. The President shall preside over the Operations Committee meetings.
 - 3. The President shall work directly with the Program Administrator and Banker.
- B. Vice-President** - The Vice-President will act as advisor to the President; assist the President in the performance of his/her duties; and, will act as President when he/she is not available. The Vice-President will hold the office of Secretary when these offices are not filled.
- C. Secretary** - The Secretary shall coordinate with the Program Administrator to ensure Cooperative project requirements are being met; support the President, Vice President, and Operations Committee; and, preside over meetings in the absence of the President and Vice President.
- D. Operations Committee (OC)** - The Operations Committee is comprised of five (5) elected voting members, the past President, and elected Officers who will represent the overall membership. No more than 2 members of the OC may be International members.
 - 1. The OC shall vote on issues as deemed necessary by the President and/or Vice President. If there is an indecisive vote amongst the OC, the Past President shall cast the deciding vote; in the event the Past President is not in attendance, then the presiding elected Officer will cast the deciding vote.
 - 2. The OC shall establish policies for the Cooperative and make decisions on major Cooperative issues that benefit the membership at large.
 - 3. The OC shall make decisions as a fiduciary on behalf of the Cooperative, which includes ensuring compliance with financial records, filing of returns and reports as required by those agencies, and all other papers concerning the finances of the Cooperative.
 - 4. The OC is responsible for developing an annual operating plan with performance metrics in coordination with the Program Administrator that is in alignment with the Cooperative's Purpose and Objectives for the voting members to approve.
- E. Program Administrator** - The Program Administrator is responsible for the day-to-day administration activities and logistic support of the Cooperative as per the contract agreement, which includes: membership, meetings, projects, purchases, financial, product sales, marketing, communication, and the SOCP website.

SOCP BYLAWS

- F. Banker** – The Banker shall be appointed by the President and approved by the Operations Committee. This appointment has no term limit and can be assumed by the next President with OC approval. The Banker shall be responsible for the operation and signatory authority over SOCP bank accounts. The Banker will coordinate with the Program Administrator and be responsible to the President.

Section 4. Members of the Cooperative shall have the authority to:

- A.** Revoke the membership of any Member who does not fulfill its obligation or fails to follow the Code of Membership.
- B.** Approve the acceptance of new members.
- C.** Reinstate a Member.
- D.** Approve the operating plan for the program year.
- E.** Act upon Bylaws, amendments, resolutions, and new business items.
- F.** Set all fees.
- G.** Retain a Program Administrator.
- H.** Establish Technical Teams (working groups, committees, consortium, etc.).

Section 5. Technical Teams shall:

- A.** Be led by a Project Executive or Chair who is a Cooperative Member.
- B.** Support initiatives undertaken by the SOCP.
- C.** Direct the implementation of projects undertaken by the SOCP.
- D.** Adhere to the SOCP Code of Membership and Standard Operating Procedures.

Section 6. Federal Government Liaisons are Federal employees who are members of and taking part in SOCP activities do so in their official capacities and formally represent the interests of their agencies. The purpose of such participation is to serve as spokespersons for their agency's policies or programs. They are designated as Federal liaison to the Cooperative.

- A.** The Federal liaisons serve as non-voting, non-fiduciary agency representatives to the Cooperative.
- B.** The Federal Liaisons serving in this capacity may not participate in the internal or business affairs, or fund-raising activities of the Cooperative.
- C.** For all other purposes, the Federal liaisons are subject to the Federal ethical standards that apply to Federal employees engaged in official activities.

SOCB BYLAWS

- D.** Any Federal employee that also acts as a Contracting Officer shall recuse themselves from any internal discussions on said contract.

ARTICLE V - ELECTIONS AND TERMS OF OFFICE

Section 1. The term of Office shall correspond with the calendar year, beginning on January 1st and ending on the last day of the calendar year.

- A.** The President shall serve a 12-month term and can be re-elected for one additional consecutive 12-month term. The President may be elected to any position after one year from his/her last day as President.
- B.** The Vice-President shall be elected for a 12-month term. In the event that the President is re-elected for one additional consecutive 12-month term, the Vice-President can be re-elected for an additional consecutive 12-month term.
- C.** The Secretary shall be elected to a 12-month term and may be re-elected to one additional 12-month term.

Section 2. The Operations Committee shall be elected for a 24-month term with at least two members of the committee being elected on alternate years. Operations Committee members may be re-elected to one additional term. In the event of a mid-term opening, the OC will appoint an OC member to fill the term of the departing member. An Operation Committee member may be re-elected to the OC after one year from his/her last day on the OC.

Section 3. Elections shall be held at the fall meeting immediately prior to the beginning of each Program Year.

Section 4. Representatives of Federal Government agencies shall not take part in Cooperative elections.

ARTICLE VI - MEMBERS

Section 1. Any organization with U.S. maritime interests may apply for membership. Membership in the Cooperative shall consist of five membership types with varying benefits as defined below:

SOCP BYLAWS

Section 2. Membership Types and Fee Structure

Type	Description	Voting (V) / Non-voting (NV)	Annual Dues	Annual Meeting (fee waived)
Type 1A	Industry	V	\$5,000	5 Participants
Type 1B	Industry	NV	\$1,000	3 Participants
Type 2A	Academia	V	\$1,000	3 Participants
Type 2B	Academia	NV	\$500	2 Participants
Type 3	Individual	NV	\$250	1 Participant
Type 4	Students	NV	\$25*	1 Participant
Type 5	Government	NV	\$5,000	5 Participants

* All dues go to the future Leaders' fund.

Section 3. Membership Terms and Definitions

- A.** Industry includes: Corporations, Associations, International Companies, Unions, etc.
- B.** Academia includes: State Maritime academies, secondary public or private schools, vocational institutions, etc.
- C.** Individual Membership Type members cannot be an employee or member of another membership Type.

Section 4. Membership Benefits

- A.** ALL Members, except for Type 4, receive hard copy products at cost plus S/H for their own use. (Type 4 - Students can get product from their schools.)
- B.** Attend all Annual Meetings without charge, unless the number of "Participants" exceeds the number allocated for each Membership Type. Additional "Participants" will be required to pay the Registration Fee established per event by the OC.
- C.** Membership Types with voting rights are eligible to serve as an Officer or OC member of the SOCP.
- D.** ALL Members are entitled to the services provided by the Cooperative.

SOCV BYLAWS

Section 5. For new members joining after July 1st of the program year (January 1st thru December 31st), dues will be prorated by 50%.

Section 6. Eligible organizations may apply to become a Member by submitting the Membership Application to the Program Administrator. On acceptance by the voting members, and following the payment of the appropriate Dues, the organization is recognized as a Member of SOCV. As such, the Member organization is allowed to participate in member functions. Only members who are eligible to vote may vote on matters before the Cooperative.

Section 7. A member may, at any time, withdraw from the SOCV and terminate all obligations upon providing thirty (30) days written-notice to the Program Administrator. If a Member withdraws prior to the end of a program-year, no part of their dues contribution will be refundable.

ARTICLE VII - FINANCE

Section 1. Dues - All monies due as a condition of membership shall be paid to the Cooperative as follows:

- A.** Continuing Members' dues shall be paid within 30 days of receiving invoice. Invoices shall be sent to Members at the beginning of the year, no later than January 15th.
- B.** New Member dues shall be paid within 30 days of receiving invoice.

Section 2. A Member's failure to meet its financial obligations shall be grounds for forfeiture of membership, unless the Cooperative provides other consideration.

Section 3. The President and Vice-President will be allotted discretionary funds by OC to carry out SOCV functions. Anticipated fund expenditures must be approved by both President and Vice-President.

ARTICLE VIII - MEETINGS AND QUORUMS

Section 1. Meetings

- A.** The business meetings of the SOCV shall be held at least two times annually during the program year unless otherwise ordered by the President.
- B.** The business meetings shall be for the purpose of receiving reports from technical or project teams, demonstrations of new technology, making budget allocations, and for any other business that may arise.
- C.** The President may call special meetings.

SOCP BYLAWS

Section 2. Quorums

- A.** The voting Member organizations present at a business meeting or responding to an interim ballot, whose dues are current, shall constitute a quorum, provided a minimum of nine (9) voting type Member organizations are represented in person or by proxy. A Member will be considered present if attending electronically.

Section 3. Voting

- A.** All major decisions will be made by a vote of eligible Members of the Cooperative. All issues requiring a vote of the Cooperative will be decided by a majority of the quorum.
- B.** Each eligible Member organization is entitled to one vote in all matters requiring a vote by Members.
- C.** Only those Members whose Dues are current will be eligible to vote.
- D.** All proxy votes should be submitted in writing to the SOCP Program Administrator.
- E.** Voting at Business meetings will be conducted anonymously.

ARTICLE IX - RIGHTS IN PROPERTY

- A.** The SOCP shall have rights to any and all products produced and directly funded by the SOCP. A Member may use, throughout its organization, any and all products developed by the SOCP for its members, but may not give away, sell or cause to be sold any product, derivative of the product or service resulting from design, development, or funding by the Cooperative without the approval of the Cooperative.
- B.** The SOCP logo as well as any other Trademarked identifiers are Cooperative assets. Only active members have the authority to utilize the logo under the terms set out below.
- C.** Trademarks will only be used in the manner specified by the Cooperative. Members and advertisers shall comply with the following terms and conditions:
 - 1.** Members and advertisers shall use the Cooperative Trademarks solely in connection with approved Cooperative products/events and not for any other goods and/or services.
 - 2.** Cooperative's name and logo shall appear on any products or related materials where such product was produced through Cooperative efforts and/or is marketed by the Cooperative unless in conflict with specific distribution agreements which take precedence over this guideline.
 - 3.** Members and/or advertisers shall not combine the Cooperative Trademarks with any other trademark, trade name, other logo, words, graphics, photos, slogans, numbers, design features, or symbols.

SOCP BYLAWS

4. Members and advertisers shall not use the Cooperative Trademarks in any manner that may disparage the said Trademarks or impair the validity, scope, title or goodwill of the Cooperative.
5. In each publication or other item produced or caused to be produced by member or advertiser that includes any Cooperative Trademark, it is agreed to provide a specific trademark attribution that uses a TM and acknowledges the Cooperative as the owner of the trademark(s) used. Such acknowledgement shall be in a font size customarily used and at least as large as other trademark attribution.

ARTICLE X - IMPLEMENTATION OF THE BYLAWS

The implementation of these Bylaws will be enforced by the OC and guided by the Code of Membership.

ARTICLE XI - PARLIAMENTARY AUTHORITY

Robert's Rules of Order, current version, shall govern all matters not provided for in these Bylaws.

ARTICLE XII - AMENDMENT OF BYLAWS

These Bylaws may be amended at any business meeting of the SOCP or through an electronic voting by a majority vote of the eligible Member organizations present at a meeting or participating in the electronic voting, provided that the proposed amendment has been distributed electronically to all members at least 15 business days prior to the business meeting or the electronic voting.

ARTICLE XIII - NON-DISCRIMINATION

The SOCP does not discriminate in membership on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.


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CODE OF MEMBERSHIP

- Members shall act with integrity, professionalism and honesty, and do nothing that would discredit the program or its membership.
- A member shall not, maliciously or by unfair means, damage or defame the reputation or business of another member.
- Members shall not profit from use of the SOCP Name without the express permission of the Operations Committee. Members shall not profit at the expense of individual member information provided by SOCP without the expressed permission of the individual member.
- A member shall strive to conduct their business in a manner that reflects on the SOCP's ideals of professionalism and integrity.
- A member shall not promote personal agendas at the expense of other members at meetings or forums conducted by the SOCP.
- Members shall not represent personal or company positions as positions of SOCP without the consent of the Operations Committee.
- The SOCP encourages active and lively discussions among its members (business, government, education and labor). In such discussions, members are expected to respect the views of each member.
- Members shall respect the confidential nature of the SOCP Business Meetings.
- Members shall strive to increase and advance the SOCP goals for the benefit of all members and work to the mutual benefit of fellow SOCP members, by sharing non-proprietary lessons of experience and professional study.

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