

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page 1 of 24
2. CONTRACT (Proc. inst. ident.) NO. DTMA1C04025		3. EFFECTIVE DATE 07/20/2004		4. REQUISITION/PURCHASE REQUEST PROJECT NO.	
5. ISSUED BY CODE 00091 DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590-		6. ADMINISTERED BY (If other than Item 5) CODE			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) James B. Perkins III 139 Chesapeake Ave Prince Frederick, MD 20678-4835		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %	
CODE *		10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12	

11. SHIP TO/MARK FOR CODE HQ630 William G. Kurfehs DOT/Maritime Administration, MAR-630 400 Seventh Street, SW., Room 7307 Washington, DC 20590-		12. PAYMENT WILL BE MADE BY CODE HQ333 DOT/Maritime Administration, MAR-330 400 Seventh Street, SW., Room 7325 Washington, DC 20590-	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA - - 303 - 9 - 04 - 30 - - 40TECO - 160000 - - 254T - 04 - 3000 - 461 - - -	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 109,800.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DTMA1R04014/0002</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Rilla A. Gaither	
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED 07/20/2004	

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Total Funding: \$109,800.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
	303	9	04	30		40TEC0	160000		254T	04	3000
Division	Closed FYs		Cancelled Fund								
461											

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	BASE YEAR	0001		1.00	YR	\$105,000.000	\$ 105,000.00
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(08/01/2004 to 07/31/2005)

Perform the duties of the Emory S. Land Chair of Merchant Marine Affairs at the Naval War College, Newport, Rhode Island as stated in Section C for the base contract period of one (1) year.

0001AA	Reimbursable supplies and services to include travel			1.00	NTE	\$4,800.000	\$ 4,800.00
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(08/01/2004 to 07/31/2005)

0002	Option Year 1	0002		0.00	YR	\$108,000.000	\$ 0.00
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(08/01/2005 to 07/31/2006)

OPTION PERIOD

0002AA	Reimbursable supplies and services to include travel					\$.000	
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(08/01/2005 to 07/31/2006)

0003	Option Year 2	0003		0.00	YR	\$111,000.000	\$ 0.00
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(08/01/2006 to 07/31/2007)

OPTION PERIOD

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Total Funding: \$109,800.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
	303	9	04	30		40TEC0	160000		254T	04	3000
Division	Closed FYs		Cancelled Fund								
461											

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003AA	Reimbursable supplies and services to include travel	(08/01/2006 to 07/31/2007)			\$.000	OPTION PERIOD
0004	Option Year 3	(08/01/2007 to 07/31/2008)	0.00	YR	\$114,000.000	\$ 0.00 OPTION PERIOD
0004AA	Reimbursable supplies and services to include travel	(08/01/2007 to 07/31/2008)			\$.000	OPTION PERIOD
0005	Option Year 4	(08/01/2008 to 07/31/2009)	0.00	YR	\$117,000.000	\$ 0.00 OPTION PERIOD
0005AA	Reimbursable supplies and services to include travel	(08/01/2008 to 07/31/2009)			\$.000	OPTION PERIOD

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Total Funding: \$109,800.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Total Cost: \$109,800.00

**Contract Level
Funding Summary**

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- - 303 - 9 - 04 - 30 - - 40TEC0 - 160000 - - 254T - 04 - 3000 - 461 - - -
\$105,000.00

- - 303 - 9 - 04 - 30 - - 40TEC0 - 160000 - - 254T - 04 - 3000 - 461 - - -
\$4,800.00

Total Funding: \$109,800.00

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

http://www.acqnet.gov/far/current/html/FAR_MTOC.html Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-01	Instructions to Offerors--Commercial Items	January 2004
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUARY 2000
ALT I IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS (JUNE 2003) - ALTERNATE I

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

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

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

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

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

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

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

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

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

X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

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

X (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

___ (22)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

X (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

X (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

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X (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

X (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

X (ii) Alternate I APR 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

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

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

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

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

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

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

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

1.1 The Contractor shall perform the duties of the Emory S. Land Chair of Merchant Marine Affairs at the U. S. Naval War College (NWC). This involves development and execution of courses of instruction on the merchant marine and the U.S. maritime industry for senior military and civilian students at the NWC, including development of curricula, preparation of teaching materials, conduct of seminars, lectures, and classes, and evaluation of student performance. The Contractor shall focus his or her efforts, whenever appropriate, on the Maritime Administration's (MARAD's) role regarding military logistics including intermodalism, strategic sealift, naval control and protection of shipping, NATO and national security related programs. In addition to conducting and supervising research programs related to the general curriculum of the NWC, the Contractor will encourage and support student research that focuses on national security related programs that have MARAD involvement.

1.1.1 The Government requires the services of a single individual, whether or not self employed, who will serve as the Contractor for the full term of the contract, including options, if exercised. The individual selected shall possess a Government Top Secret Security clearance upon notice to proceed. Failure to obtain a Top Secret Security Clearance will render the Contractor non-compliant with the contract requirements and will result in a termination for default in accordance with the Clause at 52.249-8.

1.2 Tasks

1.2.1 Develop, maintain and expand as appropriate the curriculum for U.S. maritime industry (merchant marine) courses as well as the general education curriculum at the Naval War College, to emphasize the importance of maritime logistics material on such subjects as merchant marine capabilities for reliance upon the commercial sealift support and operation as a naval auxiliary, shipbuilding and repair peacetime mobilization capability, merchant marine manpower, the functions of the National Shipping Authority, and NATO emergency shipping procedures.

1.2.2 Prepare teaching materials and training aids, including case studies, teaching notes, examinations and visual aids. This function may also include the use of electronic simulators at the Naval War College in connection with merchant marine related instruction.

1.2.3 Conduct case studies, discussions, seminars, lectures, and other classroom activities. Due to the emphasis on student participation at the Naval War College, the Contractor must use effective teaching techniques that enable students to gain experience in analyzing data, defining problems, formulating solutions and designing effective means of implementation.

1.2.4 Evaluate students and advise them on their progress and performance. Design methods of progress appraisal and apply them in a manner that strengthens and increases student motivation.

1.2.5 Formulate and conduct a broad program of academic research on merchant marine affairs with special emphasis on areas of common interest to the U.S. maritime industry and the U.S. Navy. The incumbent advises students who participate in this program of research and assists them in activities, such as choosing topics, defining the research strategy, collecting and analyzing data and presenting results. Endorse research topics which can increase the visibility of the historical and future importance of the U.S. merchant marine and related maritime industry infrastructure.

1.2.6 Represent the Maritime Administration and the U.S. maritime industry to the broad Naval and Joint Service community. This will require appearances before Naval and other military audiences in various forums. The ability to build and maintain a rapport with military and civilian leaders and students is critical.

1.2.7 Establish and maintain necessary contacts with government officials at MARAD, Department of Defense (DoD), other government agencies and the maritime industry in order to enhance his or her ability to communicate MARAD's National Security interests to the students, faculty and President of the NWC.

1.2.8 Work with MARAD staff and other maritime industry sources to ensure that MARAD's contributions in maritime related areas of strategic sealift, merchant marine manpower, intermodalism, ship operations, and ship industrial support infrastructure are properly presented to students, President of NWC, faculty and staff of the NWC.

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1.2.9 Expose students to the U.S. marine industry's importance to the art of logistics. This shall include, at the strategic level, the commercial development of transportation and, at the operational level, its integration with government owned/controlled transportation. The Contractor shall focus on the critical role played by the maritime transportation industry in ensuring the delivery of units, personnel, equipment, and supplies from 'the fort to the foxhole' or wherever the commander might direct. Students should receive instruction which includes a full description of the Voluntary Intermodal Sealift Agreement (VISA) program; the Maritime Security Program (MSP) and the Jones Act and associated commitments in assuring that commercial transportation resources and U.S. mariners will be available to DoD during a military contingency.

1.2.10 Integrate maritime intermodal and strategic logistics into the general education curriculum at the NWC. This includes expansion of the general education curriculum that covers all aspects of transportation for the DoD community.

1.2.11 Highlight MARAD's management of the Ready Reserve Force (RRF) and its improvements since Operation Desert Shield/Storm as the government's most cost efficient component of the organic fleet. Advocate the RRF program in terms of readiness improvements, Reduced Operating Status (ROS) crews, maintenance programs, and DoD's RRF requirements for readiness, siting, sizing and composition.

1.2.12 Provide MARAD officials with feedback on developments at the NWC and elsewhere that could enhance MARAD's visibility as a player in both the commercial and strategic sealift organic fleet arenas. Offer potential solutions and advice on how MARAD can achieve a more prominent role at the NWC.

1.2.13 Promote the Maritime Administrator's attendance at various NWC events and address the student population on an annual basis.

C.2 Travel

2.1 Travel will be as directed by the Contracting Officer's Technical Representative (COTR). Travel costs will be reimbursed by MARAD in accordance with clause **G.12**.

C.3 Deliverables

3.1 All documents required by C.1.2, above, shall be delivered to the designated Government representative(s) at the U.S. Naval War College in accordance with the schedule established by that institution. Designation of the Government representative will be made at time of Notice to Proceed.

3.2 Copies of deliverables will be provided to the COTR in accordance with F.

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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Marking Requirements

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

D.2 Marking of Reports

All Quarterly Progress Reports (see Section F.2) shall be identified with the contract number and period the report addresses (i.e. 01 July 2004 - 30 September 2004).

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Delegation of Inspection and Acceptance

The Contracting Officer's Technical Representative (COTR) shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract. (See COTR clause in Section G.)

E.2 Inspection and Acceptance

2.1 The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and/or services to be provided under this contract.

2.2 Inspection will be performed at:

U.S. Naval War College, Newport, Rhode Island

2.3 Acceptance will be performed at:

U.S. Naval War College, Newport, Rhode Island

E.3 Final Acceptance

Final acceptance of all services provided under this contract shall be made only upon certification of the Final Invoice as defined in the invoicing provisions contained in Section G. Such certification shall be made by the Contracting Officer or the designated representative.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

http://www.acqnet.gov/far/current/html/FAR_MTOC.html Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 DELIVERIES OR PERFORMANCE

Reports

The Contractor shall provide a written Quarterly Progress Report (report) on accomplishments and activities which demonstrate that the NWC, its President, faculty and students appreciate the role of the U.S. Merchant Marine, U.S. merchant mariners, Ready Reserve Force (RRF), and other MARAD programs in improving the United States ability to provide cost effective sealift for national security purposes. The report will address one of the following reporting periods: January through March; April through June; July through September; and October through December. Each report shall be received by MARAD no later than one month following the end of the most recent quarter. The Contractor shall prepare one (1) copy of the report and submit it to the COTR. As a minimum, the report will cover the following items:

- (a) A synopsis of work performed during the previous quarter including copies of teaching aids and materials prepared under C.1.2.2, any materials prepared for use in C.1.2.3, and reports of any completed research projects conducted under C.1.2.5.
- (b) Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the contract.
- (c) A brief description of work planned for the next reporting period.
- (d) Specific action required by the Government to assist in the resolution of a problem or to effect the timely progression of the contract.

F.3 Review of Documents

All documents, including research reports under C.1.2.5 which may be destined for publication must be submitted for approval to the Contracting Officer's Technical Representative (COTR), who will require four weeks for review.

F.4 Period of Performance

The base period of performance of this contract is from Notice to Proceed through 31 July 2005 with four (4) one-year options at the Government's option.

F.5 Effective Date

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The effective date for the contract is the date the contract is signed by the Contracting Officer.

F.6 Delivery Location

Shipment of deliverable items, other than reports, shall be to:

The Government representative(s) at the U.S. Naval War College, Newport, Rhode Island as designated by the Contracting Officer's Technical Representative (COTR).

F.7 Work Hours

Performance of this contract will be during the regular work week as established by the U.S. Naval War College, except as authorized/directed by the Contracting Officer's Technical Representative (COTR).

F.8 Place of Performance

All work shall take place at the Naval War College, Newport, Rhode Island except as authorized/directed by the Contracting Officer's Technical Representative (COTR). **The Naval War College shall provide office space, basic office equipment and supplies to be used in the performance of this contract.**

F.9 Data

Any data developed in performance of the this Contract shall be delivered to the U.S. Naval War College.

F.10 Notice to Proceed

No work shall be performed except pursuant to a Notice to Proceed given by the Contracting Officer.

F.11 Performance Quality Control

Performance deemed by the Contracting Officer or the Contracting Officer's Technical Representative (COTR) to be below the acceptable requirements as set forth in this contract shall be subject to penalties, in accordance with the terms and conditions of the contract. Instances shall be judged on a case by case basis and remedies may include, but are not limited to:

- (a) Re-performance by the Contractor, for his account.
- (b) Re-performance by the Government and charged to the Contractor's account.
- (c) Reduction in price.
- (d) Termination for default.

The foregoing shall not be construed as a waiver or modification of any rights available to the Government under other clauses.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

Contracting Officer's Technical Representative (COTR)

1.1 The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

1.2 The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior written authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

1.3 The COTR for this contract will be:

William G. Kurfehs
Program Analyst
Maritime Administration
MAR-632, Room 7304
400th Seventh Street, S.W.
Washington, DC 20590

1.4 The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

G.2 Address of Correspondence

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

Rilla A. Gaither
Contracting Officer
Maritime Administration
MAR-380, Room 7310
400 Seventh Street, S.W.
Washington, DC 20590

The Contract Administrator for this contract is:

Barbara Gillum
Purchasing Agent
Maritime Administration
MAR-380, Room 7310
400 Seventh Street, S.W.
Washington, DC 20590

G.3 Government-Furnished Property

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used by the Contractor in accordance with provisions of the "Government Property" clause (See Section I). Notwithstanding the requirements of the Government Property clause, the Government shall maintain the property.

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Basic Office Equipment, including a computer to be identified at time of Notice to Proceed.

G.4 Control of Government Furnished Property

Control of Government property shall be accomplished in accordance with the Government Property clause of this contract (See Section I) and Transportation Acquisition Regulations (TAR) 1245.5 "Management of Government Property in the Possession of Contractors". The designated Property Administrator for this contract is:

Jerome D. Davis
Chief, Division of Supply, Space, and Office Services
Maritime Administration
MAR-313, Room 7313
400 Seventh Street, S.W.
Washington, DC 20590

G.5 Communications

5.1 Except as specified in paragraph 5.2 below, no order, statement, or conduct of Government personnel who communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

5.2 The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise granted in writing by the Contracting Officer or included as part of the contract.

G.6 Accounting Data

The appropriate data for this contract is as follows:

303 9 04 30 40TECO 254T 043000461

G.7 Progress Meetings

The Contractor shall participate in progress reviews at the Maritime Administration (MARAD) headquarters or other sites as deemed appropriate. (Also see clause F.2.) These reviews shall address the categories of materials, products, and outstanding contractual matters. The Contractor shall take minutes of these meetings and, if required by the Government, make them available to the Contracting Officer and all those who participated in the meetings.

G.8 Payment Due Date

8.1 Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice or the 30th day after services have been provided, whichever is later.

8.2 The date of the check issued in payment shall be considered to be the date payment is made.

8.3 Payments under this contract will not be paid earlier than the date specified herein unless the Contractor offers a discount. The Government will take discounts only when economically justified under the provisions of Volume I, Treasury Fiscal Requirements Manual 6-8040.30.

G.9 Invoice Requirements

Invoices shall be submitted in an original and one (1) copy to: U.S. Department of Transportation, Maritime Administration, Division of Accounting Operations, MAR-333 Room 7325, 400 7th Street, S.W., Washington, DC 20590. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

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- (a) Name of the business concern, invoice date, and invoice number.
- (b) Contract Number, Contract Line Item Number (CLIN), or other authorization for delivery of property or services.
- (c) Description, price, and quantity of property and services actually delivered or rendered.
- (d) Shipping and payment terms.
- (e) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment issues could be asked.
- (f) Other substantiating documentation or information as required by the Contracting Officer.

G.10 Method of Payment

10.1 General. The Contractor shall forward the information required herein and any changes in the information to the Department of Transportation, Maritime Administration, MAR-333, Room 7325, 400 7th Street, S.W., Washington, DC 20590, not later than seven (7) days after receipt of the notice of award. It is the Contractor's responsibility to furnish changes promptly to avoid payments to erroneous addresses or bank accounts.

10.2 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS. Payments under this contract will be made by the Government by electronic funds transfer (through the Treasury the Automated Clearing House (ACH)). No later than 14 days after award, the Contractor shall submit a completed Standard Form (SF) 3881, Attachment J-1, to MAR-333. The SF 3881 designates a financial institution for receipt of electronic funds transfer payments.

10.2.1 If the financial institution referenced in the SF 3881 does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity, provide the telegraphic abbreviation and American Bankers Association (ABA) identifying number for the correspondent institution.

10.2.2 In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and a new SF 3881 sent to MAR-333 30 days prior to the date such change is to become effective.

10.2.3 The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

10.2.4 Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.11 Compensation

This is a Firm Fixed Price Service contract. Invoices for fixed-price Contract Line Item Numbers (CLINs) 0001 through 0005 may be submitted in twenty-four (24) equal parts on the fifteenth (15th) and the last day of each calendar month for each year, including options, if exercised. Reimbursable invoices submitted for CLIN 0006 may be submitted concurrent with, but separate from, fixed-price invoices. Reimbursable items are listed in C.2.

G.12 Travel Requirements

Travel required by and performed by the Contractor in direct performance of this contract will be reimbursed on a reasonable, actual, allowable basis in accordance with the Federal Travel Regulations. Travel costs may include transportation, subsistence and lodging. The Contractor shall use only economy fare accommodations (coach or tourist) while performing travel under this contract, unless otherwise authorized. For travel performed in a cost reimbursable basis all cost documentation must accompany invoices for reimbursement.

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G.13 Ordering Procedures for Reimbursable Supplies or Services

Reimbursable supplies or services previously approved by the Contracting Officer's Technical Representative (COTR) may be submitted on a separate invoice, not to exceed the amount specified in CLIN 0006, at actual cost on a monthly basis. All appropriate receipts must accompany the request for payment.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 1252.223- STANDARDS OF EMPLOYEE CONDUCT 81

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

H.2 SPECIAL CONTRACT REQUIREMENTS

Duplication of Effort

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

H.3 Nondisclosure of Data and Information

The Contractor, and any of its subContractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subContractors agree to abide by any restrictive use conditions on such data and not to:

- (a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
- (b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subContractor's) records.

These restrictions do not limit the Contractor's or subContractor's right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

H.4 Operation on Other's Property

The Contractor agrees to comply with the requirements of other organizations while on their property in the performance of the work called for by this contract.

H.5 Identification of Contractor's Vehicles

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After contract award the Contractor shall coordinate with the Security Officer at NWC for the issuance of vehicle passes for vehicles.

H.6 Exclusion from Future Government Contracts

6.1 Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various computer-based systems. Without the following restrictions, 1.) the Contractor's objectivity in performing the work may be impaired by its other business activities, 2.) the nature of the work to be performed may result in unfair competitive advantage to the Contractor in future Government procurements, or 3.) the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

6.2 In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions as determined by the Government on a case by case basis.

6.2.1 The Contractor shall be excluded from competition for, or award of, any contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information which has not been made generally available to other persons or firms.

6.2.2 The Contractor shall be excluded from competition for, or award of, any contract for which the Contractor actually assists in the development of the Request for Quotation, Specifications or Statement of Work.

6.2.3 The Contractor shall be excluded from competition for, or award of, any contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

6.2.4 The Contractor shall be excluded from competition for, or award of, any contract which calls for the construction or fabrication of any system for which the Contractor developed system requirements or system definitions pursuant to this contract.

6.2.5 This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract or work which is the same or similar to work performed under this contract.

6.2.6 The term "Contractor", as used in this clause, refers only to the individual or the individual's employer who has been awarded this contract.

6.2.7 The Government may, at its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

6.2.8 If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subContractor, at any tier, on such contract.

H.7 Change-Over Agreement

The Contractor recognizes that it may be replaced by a successor Contractor in the performance of work of the kind and type provided herein. The Contractor agrees to use its best efforts to effect an orderly and efficient transition from the Contractor to such successor Contractor and its employees during a transition period to be specified by the Contracting Officer.

H.8 Printing

Unless otherwise specified, the Contractor shall utilize the services of the U.S. Naval War College for all printing.

H.9 Organizational Conflicts of Interest

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9.1 The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

9.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

9.3 Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

H.10 Insurance

The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as required for all station employees by the Commanding Officer, Naval Station, Newport, Rhode Island.

H.11 Contract Not Affected by Oral Agreement

No oral agreement of any person shall modify or otherwise affect the Scope of Work or other terms and conditions, as herein stated. All modifications shall be in writing by the Contracting Officer.

H.12 Security Clearance

12.1 The Contractor shall currently possess a secret level clearance and must to able to obtain and maintain a security clearance at the TOP SECRET level throughout the life of the contract, including options, if exercised. The Government will provide a background investigation at no cost to the Contractor. Failure of the Contractor to obtain a security clearance at the TOP SECRET level will be cause for a no cost contract termination at the mutual convenience of the Contractor and Government in accordance with Federal Acquisition Regulation 52.249-4, Termination for Convenience of the Government (Services)(Short Form)(APR 1984). Failure of the Contractor to maintain a security clearance at the TOP SECRET level will result in contract termination in accordance with the Default clause listed in Section I.

12.2 The Contractor shall submit a security application to the MARAD Security Officer at:

Department of Transportation
Maritime Administration
Attn: MAR-300.3
400 7th Street, SW
Washington, DC 20590

The MARAD Security Officer will review the security application and either return it for additional information, or forward it to the applicable Government agency for processing. The Contractor should contact Mr. Gibbs at (202) 366-5812 or the MARAD COTR and advise them that assistance is required for the individual security clearance.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

http://www.acqnet.gov/far/current/html/FAR_MTOC.html Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.204-02	Security Requirements	August 1996
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.217-08	Option To Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.232-01	Payments	April 1984
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.237-03	Continuity Of Services	January 1991
52.244-06	Subcontracts for Commercial Items	April 2003