

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page 1 of 38 Pages
2. CONTRACT (Proc. inst. ident.) NO. DTMA1D00014		3. EFFECTIVE DATE 09/25/2000		4. REQUISITION/PURCHASE REQUEST PROJECT NO.	
5. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590-		CODE HQACQ	6. ADMINISTERED BY (If other than Item 5) CODE		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) I. M. SYSTEMS GROUP, INC. 3401 Bexhill Place Kensington, MD 20895-		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 %		10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12	

CODE *	FACILITY CODE 00091		
11. SHIP TO/MARK FOR CODE HQ613 John Martyn DOT/Maritime Administration, MAR-613 400 Seventh Street, SW., Room 2123 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-	

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 No Funding Information
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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 930,808.10

16. TABLE OF CONTENTS							
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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 DTMA1R00001/0001 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 Iris B. Cooper
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

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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The Contractor shall furnish services, as ordered, in accordance with the following line items to perform tasks within the scope of the work statement specified in Section C herein. Basic Contract Period (NTE 12 Months) - Hours/Labor Categories.

0001	PROJECT MANAGER		0.00	N/A	\$.000	\$ 0.00
0001AA	Base Year- NTE 580 hr		580.00	HR	\$62.590	\$ 36,302.20
0001AB	First Option Year - NTE 400 hr		400.00	HR	\$63.680	\$ 25,472.00 OPTION PERIOD
0001AC	Second Option Year - NTE 400 hr		400.00	HR	\$64.800	\$ 25,920.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001AD	Third Option Year - NTE 400 hr		400.00	HR	\$65.930	\$ 26,372.00 OPTION PERIOD
0001AE	Fourth Option Year - NTE 400 hr		400.00	HR	\$67.080	\$ 26,832.00 OPTION PERIOD
0002	SENIOR ENGINEER/ANALYST		0.00	N/A	\$.000	\$ 0.00
0002AA	Base Year- NTE 400 hr		400.00	HR	\$58.910	\$ 23,564.00

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AB	First Option Year NTE 600 hr		600.00	HR	\$59.940	\$ 35,964.00 OPTION PERIOD
0002AC	Second Option Year - NTE 600 hr		600.00	HR	\$60.980	\$ 36,588.00 OPTION PERIOD
0002AD	Third Option Year - NTE 600 hr		600.00	HR	\$62.050	\$ 37,230.00 OPTION PERIOD
0002AE	Fourth Option Year - NTE 600 hr		600.00	HR	\$63.140	\$ 37,884.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003	JUNIOR ENGINEER/ANALYST		0.00	N/A	\$.000	\$ 0.00
0003AA	Base Year - NTE 640 hr		640.00	HR	\$36.820	\$ 23,564.80
0003AB	First Option Year- NTE 600 hr		600.00	HR	\$37.460	\$ 22,476.00 OPTION PERIOD
0003AC	Second Option Year NTE 600 hr		600.00	HR	\$38.120	\$ 22,872.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003AD	Third Option Year - NTE 600 hr		600.00	HR	\$38.780	\$ 23,268.00 OPTION PERIOD
0003AE	Fourth Option Year - NTE 600 hr		600.00	HR	\$39.460	\$ 23,676.00 OPTION PERIOD
0004	DATABASE ANALYST		0.00	N/A	\$.000	\$ 0.00
0004AA	Base Year - NTE 200 hr		200.00	HR	\$64.430	\$ 12,886.00

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0004AB	First Option Year - NTE 400 hr		400.00	HR	\$65.550	\$ 26,220.00 OPTION PERIOD
0004AC	Second Option Year - NTE 400 hr		400.00	HR	\$66.700	\$ 26,680.00 OPTION PERIOD
0004AD	Third Option Year - NTE 400 hr		400.00	HR	\$67.870	\$ 27,148.00 OPTION PERIOD
0004AE	Fourth Option Year - NTE 400 hr		400.00	HR	\$69.060	\$ 27,624.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0005	APPLICATIONS ENGINEER		0.00	N/A	\$.000	\$ 0.00
0005AA	Base Year - NTE 240		240.00	HR	\$55.220	\$ 13,252.80
0005AB	First Option Year - NTE 240		240.00	HR	\$56.190	\$ 13,485.60 OPTION PERIOD
0005AC	Second Option Year - NTE 280 hr		280.00	HR	\$57.170	\$ 16,007.60 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0005AD	Third Option year - NTE 280 Hr		280.00	HR	\$58.170	\$ 16,287.60 OPTION PERIOD
0005AE	Fourth Option Year - NTE 280 hr		280.00	HR	\$59.190	\$ 16,573.20 OPTION PERIOD
0006	TELECOMMUNICATIONS SPECIALIST		0.00	N/A	\$.000	\$ 0.00
0006AA	Base Year - NTE 40 hr		40.00	HR	\$64.430	\$ 2,577.20

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006AB	First Option Year - NTE 40 hr		40.00	HR	\$65.550	\$ 2,622.00 OPTION PERIOD
0006AC	Second Option Year - NTE 80 hr		80.00	HR	\$66.700	\$ 5,336.00 OPTION PERIOD
0006AD	Third Option Year - NTE 80 hr		80.00	HR	\$67.870	\$ 5,429.60 OPTION PERIOD
0006AE	Fourth Option Year - NTE 80 hr		80.00	HR	\$69.060	\$ 5,524.80 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007	COMMUNICATIONS SPECIALIST		0.00	N/A	\$.000	\$ 0.00
0007AA	Base Year - NTE 40 hr		40.00	HR	\$51.540	\$ 2,061.60
0007AB	Fist Option Year - NTE 40 hr		40.00	HR	\$52.440	\$ 2,097.60 OPTION PERIOD
0007AC	Second Option Year - NTE 40 hr		40.00	HR	\$53.360	\$ 2,134.40 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0007AD	Third Option Year - NTE 40 hr		40.00	HR	\$54.300	\$ 2,172.00 OPTION PERIOD
0007AE	Fourth Option Year - NTE 40 hr		40.00	HR	\$55.250	\$ 2,210.00 OPTION PERIOD
0008	NETWORK ARCHITECT		0.00	N/A	\$.000	\$ 0.00
0008AA	Base Year - NTE 80 hr		80.00	HR	\$64.430	\$ 5,154.40

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0008AB	First Option Year - NTE 120 hr		120.00	HR	\$65.550	\$ 7,866.00 OPTION PERIOD
0008AC	Second Option Year - NTE 200 hr		200.00	HR	\$66.700	\$ 13,340.00 OPTION PERIOD
0008AD	Third Option Year - NTE 200 hr		200.00	HR	\$67.870	\$ 13,574.00 OPTION PERIOD
0008AE	Fourth Option Year - NTE 200 hr		200.00	HR	\$69.060	\$ 13,812.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0009	COMPUTER PROGRAMMER		0.00	N/A	\$.000	\$ 0.00
0009AA	Base Year - NTE 560 hr		560.00	HR	\$36.820	\$ 20,619.20
0009AB	First Option Year - NTE 800 hr		800.00	HR	\$37.460	\$ 29,968.00 OPTION PERIOD
0009AC	Second Option Year - 600 hr		600.00	HR	\$38.120	\$ 22,872.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0009AD	Third Option Year - NTE 600 hr		600.00	HR	\$38.780	\$ 23,268.00 OPTION PERIOD
0009AE	Fourth Option Year - NTE 600 hr		600.00	HR	\$39.460	\$ 23,676.00 OPTION PERIOD
0010	GRAPHIC ILLUSTRATOR/EDITOR		0.00	N/A	\$.000	\$ 0.00
0010AA	Base Year - NTE 290 hr		290.00	HR	\$33.130	\$ 9,607.70

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0010AB	First Option Year - NTE 80 hr		80.00	HR	\$33.710	\$ 2,696.80 OPTION PERIOD
0010AC	Second Option Year - NTE 80 hr		80.00	HR	\$34.300	\$ 2,744.00 OPTION PERIOD
0010AD	Third Option Year - NTE 80 hr		80.00	HR	\$34.900	\$ 2,792.00 OPTION PERIOD
0010AE	Fourth Option Year - NTE 80 hr		80.00	HR	\$35.520	\$ 2,841.60 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	CLERICAL		0.00	N/A	\$.000	\$ 0.00
0011AA	Base Year - NTE 1420 hr		1,420.00	HR	\$25.770	\$ 36,593.40
0011AB	First Option Year - NTE 400 hr		400.00	HR	\$26.220	\$ 10,488.00 OPTION PERIOD
0011AC	Second Option Year - NTE 400 hr		400.00	HR	\$26.680	\$ 10,672.00 OPTION PERIOD

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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011AD	Third Option Year - NTE 400 hr		400.00	HR	\$27.150	\$ 10,860.00 OPTION PERIOD
0011AE	Fourth Option Year - NTE 400 hr		400.00	HR	\$27.620	\$ 11,048.00 OPTION PERIOD
Total Cost:						\$930,808.10

Quantity - The Quantities used are for a minimum of 1 hour and a maximum not-to-exceed (NTE) the number of hours listed and are subject to the Availability of Funds.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

A. Overview

The Office of Ship Operations (MAR-610) of the Maritime Administration (MARAD) is responsible for all facets of the Ready Reserve Force (RRF) Program. These include, but are not limited to: program policy and business practice development and implementation, program direction and management, RRF fleet support and operations including the selection of RRF vessels, ship managers, layberth facility contractors and other unique types of RRF vessel support service providers such as insurance and pollution/spill clean-up contractors.

B. Qualifications

The contractor shall provide a broad spectrum of support services/resources, to accomplish requirements as specifically defined in Task Orders to be issued under the Contract, either directly, and as may be required, using approved subcontractors under his direction or working in concert with other MARAD designated contractors. The **prime** contractor shall possess a current valid ISO 9000 certification in the areas of information technology services or engineering services. Due to frequent meetings and work sessions anticipated in the performance of this requirement, the contractor shall have an operating facility **within a 50 mile radius of MARAD Headquarters (400 7th Street, S.W., Washington, DC), that has ALL resources associated with, and necessary for the performance of the technical requirements.** The scope of the requirements is anticipated to be of the following type: analytical, administrative, and/or technical. Task Orders to be issued under the Contract are anticipated to be in the following general areas:

- Updating/Editing of RRF Support Documents (i.e., Operation/Instruction Manuals)
- Defining Hardware, Equipment and/or System Requirements
- Specification Development
- Audio Visual Communications
- Computer Hardware Maintenance
- Statistical Data Analysis
- Computer Software Development and Testing
- Database Design, Development and Conversion
- Development of Requirements and Software for Interfacing and/or Integration of Software Applications

C. Scope of Technical Requirements

As described herein, the scope of technical services to be performed under this Contract is anticipated to be of the broad type and general in nature. Specific requirements and instructions will be defined via each Task Order issued under this Contract. It is anticipated that over a five (5) year period (base and four (4) option years); approximately eighty (80) percent of the support services required will be in the Information Technology (IT) area. However, the specific distribution of required services depends on the needs of the Government and the RRF.

The contractor shall:

(1) Provide life-cycle support for MARAD software applications/programs, such as: Performance Evaluation Tracking System (PETS), RRF Report Writer, Activation Tracking System (ATS), Maritime Administration Automated Vessel Information System (MAAVIS), MARAD Upgrade Tracking System (MUTS), RRF Cost Accounting System (FREE-BALANCE), MARAD Contract Writing System (IDEAS), MARAD Maintenance and Repair Tracking System (MARTS), etc, in such areas as:

(a) developing hardware/software interface solutions in response to changes in the MARAD Information Technology (IT) infrastructure such as, the introduction of new computer operating systems, such as Windows 2000; the introduction of new Headquarters server software; new computer chip architectures; i.e., Pentium III.

(b) developing hardware/software solutions to support the linking, interfacing, and/or integration of these programs, including the development of Web sites and Web pages for the dissemination/transfer of data and information.

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(c) Y2K compliance

Note: Attachment J-1 provides general information on MARAD's current Information Technology environment (hardware, operating systems, wide area network, local area network and Web site(s), as well as a brief description of specific software supporting RRF operations.

(2) Provide evaluation and testing of off-the-shelf and contractor (Government owned and/or licensed) developed computer software including their operating hardware platforms and environment.

(3) Prepare computer program documentation; such as source code, data dictionary, entity diagrams, operating and installation instructions, and User Guides.

(4) Provide business process analysis and modeling in support of software program development and facilitating the development of information and functional requirements and data elements and their attributes associated with the integration of MARAD RRF information, data gathering and reporting requirements.

(5) Provide technical analyses of MARAD's WAN/LAN networks and Web Sites relative to their adequacy and utilization for supporting the information/data gathering and dissemination requirements of the RRF.

(6) Provide analysis and requirements for utilization of MARAD's WAN/LAN and Web site/Internet hardware and systems for supporting RRF software applications and their availability to various Government and non-Government users.

(7) Provide database analysis and maintenance including:

(a) the development of software to query and report upon data stored in these databases.

(b) the development of software utility type programs to transfer data from one database to another and/or transfer data from one type of database or data files to another type of database.

(8) Support the planning for and analysis of RRF related exercises, such as the BREAKOUT series of Command Post Exercises. Gather, process and analyze data, assist in writing exercise plans, final reports and provide distribution support to participants.

9) Provide technical support, service agreements and upgrade feasibility design for the variety of audiovisual systems that comprise MARAD's Operations Center and Briefing Room.

(10) Provide training services support, including the development of video training material and manuals for RRF ship crew members, Ship Manager Port Engineers, and MARAD region personnel.

(11) Provide maintenance and update support for a variety of MARAD RRF manuals and policy guidance documents.

(12) Provide training support for implementation of new or modified software applications.

(13) Other services related to the above include, but are not limited to:

- (a) Document reproduction.
- (b) Conversion of media to alternative forms such as CD-ROM.
- (c) Preparation of distribution media for software, documentation and video.
- (d) Off-the-shelf hardware and software procurement.
- (e) IT GFE maintenance and inventory.
- (f) Document editing and word processing support.
- (g) Mailing and shipping.
- (h) Travel as directed by the ACOTR.

D. General Scope of Deliverables

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The type of deliverables anticipated to be provided as part of the performance of the technical requirements may generally be categorized as:

- (1) Computer programs and installation instructions.
- (2) Software application prototype screen programs with installation and user instructions.
- (3) Computer program source codes and data dictionaries.
- (4) Program documents, schedules and test reports.
- (5) Program file conversion, update and installation media.
- (6) Database upload programs.
- (7) Reports on the analysis of technical alternatives to hardware, software or network problem solutions
- (8) Exercise plans and post exercise analysis and reports.
- (9) Maintenance or upgrade support of audiovisual systems
- (10) Written or visual training materials, updated policy manuals.
- (11) Software application Users Guides.
- (12) Task Order technical progress reports.
- (13) Task Order event/deliverable schedules, labor hour/cost utilization reports.
- (14) Cost proposal responses to Task Orders.

E. Scope of Professional Technical Resources

The levels/types of personnel expertise and resources anticipated to be required to perform under this Contract are as follows:

- (1) Project Manager - experience in the scheduling, coordination, progress reporting and resource management of multiple task requirements between the prime contractor and one or more subcontractors/consultants. Knowledge of and familiarity with such software as Microsoft Project or equivalent.
- (2) Database Analyst - in-depth knowledge of the software development processes including various off-the-shelf back-end data store databases and front-end database engine tools. Familiarity with techniques for uploading, maintaining and replication of central/remote databases through a variety of communication methods; i.e., Internet Web sites, e-mail, File Transfer Protocol (FTP) sites, etc. in a client/server type environment
- (3) Senior Engineer/Analyst - in-depth knowledge and familiarity with computer-based management and information systems and programs operating in both standalone and client/server environments. Demonstrated knowledge and familiarity with: (a) software development processes; (b) the use and application of program development languages including: x-Base type, Delphi, dBase, FoxPro, the latest version (V 5.2) of Clipper, MS-Access, 4GL program languages such as Visual Basic 5.0 and Standard Query Language (SQL), document/drawing viewing software/programs, off-the-shelf report writer software/programs compatible with Windows 95, Windows 98 and Windows NT, and Windows environment programming languages and rapid development tools (RAD); and (c) Web page development languages such as SGML/HTML. Experience in software testing to validate system performance and compliance relative to defined functional and operational requirements and attribute specifications.
- (4) Junior Engineers/Analysts - familiarity with computer-based database management and information systems. Experience in the use of MS Office97 software applications and Paint Shop Pro. Experience in the development of SQL and Access query statements for reporting on data stored in databases.

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(5) Computer Programmers - knowledge of and experience in: (a) program development languages including X-base type, Delphi, dBase, FoxPro, the latest version (V 5.2) of Clipper, MS-Access, 4GL program languages such as Visual Basic 5.0 and Standard Query Language (SQL), document/drawing viewing software/programs, OTS report writer software/programs compatible with Windows 95, Windows 98 and Windows NT, and Windows environment programming languages and rapid development tools (RAD); (b) computer-based database management and information systems and programs; and (c) Web page development languages such as SGML/HTML. Experience in programming for both standalone and client/server application environments.

(6) Graphics/Draftsman - knowledge of MS PowerPoint, MS EXCEL and Corel Draw or equivalent.

(7) Administrative/Clerical - in-depth knowledge of and familiarity with the use of MS Word and MS Office97 and screen capture programs such as Paint Shop Pro.

(8) Applications Engineer - familiarity with developing specifications for network/client server based application software. Experience in: (a) defining the logic, performing the coding, testing and debugging the programs; (b) preparing system, program, and database specifications and documentation which includes designing report formats, record layouts, screen layouts and algorithms; (c) supporting configuration management requirements for modifications (moves, adds and changes) to existing systems; (d) documenting program and system logic; and (e) defining and designing data capture forms, data conversion procedures, data validation/correction steps, and data base definition tables. Demonstrated experience in developing application prototype screens based upon application functional requirements and identified data elements and attributes using prevailing GUI rapid development tools.

(9) Telecommunication Specialist - Expertise in design and implementation of systems providing: (a) communications between distributed server databases; (b) users with secured access to the servers, applications and database(s) information via such modes as: virtual private network, Internet (Web-enabled), direct dial-up, e-mail, etc. Expertise in the design and implementation of systems supporting telecommuting and teleconferencing.

(10) Senior Network Architect/Design Engineer - familiarity with the planning, design, and engineering voice, data and video solutions for local, wide, and enterprise network and client/server solutions including the development, integration, implementations, testing, and monitoring of policies and procedures. Experience in: (a) the analysis of Information Technology (IT) feasible alternatives and recommendations based on research and analyses; (b) planning and developing rapid prototype experimental solutions; and using computer assisted design software to perform engineering and design tasks.

(11) Communications Specialist - familiarity with the operations management of data communications programs and systems operating in network and client/server environments. Knowledge of computer network and client/server design (specifically Windows NT), performance analysis, security and communications techniques including LOTUS cc:Mail, MS Exchange and Internet Web sites. Experience in developing requirements and specifications for data communication equipment systems and/or networks, and capable of providing technical advisory assistance pertaining to the design, development and installation of unique data transmission systems.

(12) Telecommunications Technician - familiarity with telecommunications system installation requirements, testing, evaluation and support. Capable of providing installation and/or maintenance support for LAN/WAN equipment or networks in client/server type environments.

F. Scope of Computer Software/Hardware Resources

With the exception of unique MARAD RRF software; such as, RRF-MARTS, MAAVIS, ATS, MUTS, FREE-BALANCE, IDEAS, etc.; the contractor shall possess all network and standalone hardware and software including Internet access and software necessary to perform the type of technical requirements identified herein. **MARAD will not provide funding for any hardware or software considered as typical state-of-the-art/technology resources for Information Technology (IT) support organizations in the performance of fulfilling requirements under this Contract.**

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SECTION D -- PACKAGING AND MARKING

D.1 MARKING OF REPORTS

All reports shall be identified with the contract number, the contract line item number, task order number, and name of ship, as applicable.

D.2 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.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.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.arnet.gov/far>
<http://www.dot.gov/ost/m60/tamtar/tar.htm>

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-06	Inspection--Time-And-Material And Labor-Hour	January 1986

E.2 1252.246-80 DELEGATION OF INSPECTION AND ACCEPTANCE FEBRUARY 2000

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

E.3 FINAL ACCEPTANCE

Final acceptance of all services for each Task Order issued 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.arnet.gov/far/>
<http://www.dot.gov/ost/m60/tamtar/tar.htm>

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991

F.2 TASK ORDERS

The supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on the SF-26 or OF-347 by the Office of Acquisition. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. For the purpose of this contract, a task order shall be "issued" at the time the Government deposits the order in the mail, or it is transmitted by other means (i.e., facsimile, electronic mail, Internet posting, etc.), and when physically delivered to the contractor. It is the Government's intent to issue Task Orders under this contract via Electronic Posting System (EPS). The contractor **must** register on-line with the National Business Center (NBC) at "<http://ideasec.er.usgs.gov>" to obtain electronic Task Orders. Registration must be completed within five (5) days of award of the basic contract.

1. Task Orders shall generally include, but not be limited to, the following documentation:

- (a) Date of the order
- (b) Contract and order number
- (c) Appropriation and accounting data

(d) Statement of Work/Technical Requirements - These are generally prepared by the cognizant MARAD Contracting Officer's Technical Representative (COTR) for the contract and forwarded to the MARAD Contracting Officer (CO) for further processing and formal issuance to the contractor. The Statement of Work (SOW) shall definitize the technical requirements to be performed under the Task Order. As required, the technical requirements under a Task Order may be further delineated as Subtasks having specific deliverables and performance periods. Deliverables and their respective due dates shall be defined within the Task Order. The SOW shall also define any unique computer software and hardware required to be procured by the contractor in order to perform the technical requirements of the Task Order. (NOTE: During the course of the contract, the Contracting Officer may designate an individual as an Assistant Contracting Officer's Technical Representative (ACOTR) for a specific Task Order.

(e) Schedule and Deliverable - Upon receipt of each Task Order, the contractor shall prepare an events/deliverables schedule. The schedule shall delineate the resource (labor hour) allocations required to perform the technical requirements and meet the delivery dates of the identified deliverables, as well as the scheduling of all Sub-tasks. The events/deliverables schedule shall be updated quarterly with slippage noted and reasons for such slippage defined along with methods for making up the slippage. All deliverables are due on the date(s) identified within a Task Order and, as required, the Sub-tasks therein.

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(f) Cost Proposal - Upon notification by the Contracting Officer (CO), the contractor shall prepare a detailed cost proposal for performing the technical requirements of the Task Order. The cost proposal shall identify: unit and total labor costs by labor category, manhours for each labor category, all material costs, other direct charges, G&A and fee. These costs shall be defined for the prime contractor and all subcontractor(s). Subcontractor personnel shall be identified by name, labor category and specific tasking accompanied by their resumes. As required the above information shall be further defined by Subtask(s) within the Task Order.

2. Technical Progress Reports - During the performance of a Task Order, the contractor shall update the COTR/ACOTR via telephone/fax, on a bi-weekly basis, of the number and category of man-hours expended and a brief description of work accomplished by the contractor and any/all subcontractors during the previous two (2) week period. A mutually agreed-to standard form shall be used similar or equal to that shown in Attachment J-3 (Exhibit F1: Task Order Manhour Expenditure Report). Each subcontractor shall maintain a log of the hours by labor category being used on each Subtask of the Task Order. The MARAD COTR/ACOTR may request a copy of this log at any time to validate the hours being allocated/used and for approval of monthly invoices. The contractor shall ensure that both it and its subcontractors accurately document the hours used against each Subtask. Reimbursement for labor hours claimed on the contractor's monthly invoice that cannot be supported in the Bi-Weekly Technical Progress Reports for that billing period WILL NOT be paid.

Under no circumstances shall the contractor or subcontractor(s) exceed the total number of reimbursable hours or total costs associated with a Task Order. The contractor shall notify the Contracting Officer (CO) within 60 days of when seventy-five (75) percent of the estimated manhours or cost of each Task Order has been expended and the Task Order WILL NOT be completed within the remaining manhours allocated.

During the performance of a task order, the contractor may propose the reallocation/redistribution of manhours from one Subtask to another Subtask. The proposal must be submitted to the COTR/ACOTR for approval. Upon approval by the COTR/ACOTR, the Contracting Officer will issue a modification to the Task Order. However, redistribution of unused hours from one Subtask to another Subtask shall be approved/authorized only when a Subtask is completed and all the required deliverables have been delivered and accepted by the Government.

The labor rates and fees in effect at the time of issuance of a Task Order shall be used throughout the period of performance of that Task Order. The Consumer Price Index - All Urban Consumers (CPI-U), for Washington-Baltimore area, shall be used as the basis for annual escalation of all labor rates proposed for the contractor and his/her subcontractors. Based on historical data, the maximum annual escalation rate shall not exceed two (2) percent of the base rate.

Labor rates for labor categories NOT identified in the contract, but required to perform a specific Task Order, shall be identified in the cost proposal for the Task Order and submitted to and approved by the Contracting Officer (CO) as part of the Task Order approval process.

The use of any and all standard computer software (i.e., DOS, dBase, LOTUS, word processing, Windows 95, Windows 98, Windows NT, MS Office97, etc.) and hardware in the performance of this contract, EXCEPT that UNIQUELY required to support the technical requirements of a Task Order, shall be provided by the prime contractor and/or his subcontractors at no cost to the Government.

The contractor shall specifically identify and cost-out any "special" or "unique" computer hardware and/or software that may be required to perform the technical requirements of a Task Order.

Upon completion of a Task Order all computer software and hardware procured by the contractor and/or his subcontractors for which he has been reimbursed under the Task Order shall be considered as Government-Furnished Equipment (GFE) and become Government property and shall be turned-over to the Government as a deliverable upon completion of the technical requirements of the Task Order UNLESS required for the performance of other Task Orders issued under the contract.

While in use by the contractor all GFE computer hardware and software shall be inventoried and maintained by the contractor. An annual inventory of all Government property in his possession shall be prepared by the contractor and submitted to the Contracting Officer's Technical Representative (COTR). Anticipated maintenance requirements (costs) for GFE in the possession of the contractor shall be included as a cost line item for a Task Order. When the cost of maintenance exceeds the value of the specific piece of Government property, the contractor shall notify the COTR and request guidance relative to its replacement or disposal.

Licenses for all off-the-shelf (OTS) software procured by the contractor and required for the performance of the technical requirements of a Task Order or purchased by the contractor as a deliverables under a Task Order shall be under the name of:

U.S. Department of Transportation
Maritime Administration

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Office of Management and Information Services
Division of Information Resources Management (MAR-319)
400 Seventh Street, SW - Room 7322
Washington, D.C. 20590

Any changes/consolidations among the Sub-task or elements within a Sub-task that can be shown to be cost-effective shall be proposed by the contractor and submitted to the Contracting Officer for review and approval. The consolidations/changes may be undertaken upon approval by the Contracting Officer.

Any subcontractors NOT identified in the contract as part of the contractor's team, but being proposed by the contractor for use in the performance of the technical requirements of a Task Order may be subject to the approval of the Contracting Officer. As part of the Task Order documentation, subcontractor personnel shall be identified and their resumes submitted to the COTR/ACOTR for review and approval. The specific tasking assigned to subcontractor personnel in performing the technical requirements of the Task Order shall be defined.

In the course of performing the requirements under the Contract, the contractor may be required to work in concert with MARAD designated contractors having specific unique expertise. Depending upon the nature of the requirements, these designated contractors may function independently or as subcontractors to the contractor.

The funding, performance and timely delivery of deliverables by MARAD designated contractors, when operating independently, will be the responsibility of MARAD. The MARAD COTR/ACOTR will ensure all required GFE/GFI are provided to the contractor in a timely manner. When MARAD designated contractors operate as a subcontractor, under the direct supervision of the contractor, the contractor will assume these responsibilities. Costs associated with the use of MARAD designated contractors as subcontractors to the contractor shall be included in the cost proposal for the specific Task Order.

Any travel required and performed under the contract shall be reimbursed in accordance with Federal Travel Regulations relative to allowable costs. (See Travel Requirements Clause in Section H.)

Unless specified otherwise within a Task Order, the following shall apply to ANY and ALL computer programs and applications software developed under the contract AND shall extend down to all off-the-shelf (OTS) programs and/or routines incorporated within the applications themselves; i.e., libraries, as well as any OTS programs used to support the applications:

- (a) ALL shall be 32-bit applications, performance tested to ensure compatibility with and capability of operating in both standalone and network NT server applications, with any of the following microprocessors: Pentium (80586), Pentium II and Pentium III and any of the following operating systems and suites of software: MS Windows 95, Windows 98, Windows NT, MS Windows NT Workstation 4.0 and Windows NT Server and the Microsoft MS Office97 Professional Edition application software.
- (b) ALL shall be certified by the contractor as Y2K compliant.
- (c) Any software developed by the contractor including interface applications shall be performance tested to ensure that they satisfy the functional and operational requirements identified in the Task Order. Performance testing shall be performed with hardware and operating system environment(s) specified in the Task Order.

3. Task Order Performance Evaluation - Contractor performance information shall be recorded, maintained and provided in accordance with the policies/procedures outlined in FAR Part 42.15. The MARAD COTR/ACOTR will evaluate the contractor's performance upon completion of each Task Order, or on an annual basis, whichever comes first. The information will be provided to the contractor as soon as practicable after completion of the evaluation, and the contractor will have the opportunity to respond/comment.

4. Modification of Task Orders - Task Orders may be modified only by the Contracting Officer. Modification to Task Orders shall include the information mentioned in paragraph (1) above, as applicable. Task Orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modification shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

F.3 TYPE OF CONTRACT

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The contract resulting from this Solicitation will be an indefinite-delivery/indefinite-quantity contract. All work to be performed under this contract will be issued via task order (TO), at a NOT-TO-EXCEED ceiling price. Task Orders issued under this contract may include both fixed price and cost reimbursable contract line items (CLINs). The Government is not obligated to issue any Task Orders under this contract.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is to be for a period of one year and four (4) one-year options, if executed. The Government reserves the right to exercise, or not exercise, any and all options contained in this contract in accordance with the terms contained in paragraph I.2, Option to Extend the Terms of the Contract.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

a. The Contracting Officer's Technical Representative (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.

b. 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 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.

c. The COTR for this contract will be:

Mr. John Martyn
Maritime Administration
Office of Ship Operations
Division of Operations Supports
400 7th Street, S.W., Room 2123
Washington, DC 20590

d. 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 INVOICE REQUIREMENTS

a. Invoices shall be submitted in an original and 3 copies to:

U.S. Department of Transportation
Maritime Administration
Division of Accounting Operations, MAR-333
400 7th Street, S.W., Room 7325
Washington, DC 20590

b. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern.
- (2) Invoice date.
- (3) Contract number, or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, price and quantity of supplies and services actually delivery or rendered.
- (5) Shipping and payment terms.
- (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (7) Other substantiating documentation or information as required by the contract.

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G.3 ACCOUNTING DATA

The appropriation data for this contract will be cited on each task order.

G.4 ADDRESS OF CORRESPONDENCE

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

U.S. Department of Transportation
 Maritime Administration
 Office of Acquisition, MAR-380
 400 7th Street, S.W., Room 7310
 Washington, DC 20590
 ATTN: Iris B. Cooper
 Contracting Officer
 Internet Address: iris.cooper@MARAD.dot.gov
 Phone No: (202) 366-9081 FAX: (202) 366-3889

G.5 ADDRESS FOR MAIL PAYMENTS

If the Contractor desires payments to be mailed to an address different from the address shown in Block 15A, SF-33, insert such address below:

 (Company Name)

 (Attention)

 (Street Address)

 (City, County, State and Zip Code)

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.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.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/tar.htm>

[Insert one or more Internet addresses]

Clause	Title	Date
1252.223-81	STANDARDS OF EMPLOYEE CONDUCT	February 2000
1252.247-82	SUPERVISION	February 2000

H.2 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 90 before the contract expires. The preliminary notices does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

H.3 TRAVEL REQUIREMENTS

Travel, other than local, 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. All supporting cost documentation must be provided with invoices for reimbursement for all travel performed on a reimbursement basis under this contract.

(b) The not-to-exceed ceiling amount SHALL be specified by the Government on all Task Orders issued under this Contract.

H.4 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.5 KEY PERSONNEL

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(a) The Contractor shall assign to this contract the following Key Personnel:

Project Manager/Facilitator*
Senior Engineer/Analyst
Telecommunications Specialist
Applications Engineer

*Facilitator may be someone other than Senior Project Manager. However, offerors must clearly identify the labor category of the proposed Facilitator if other than Senior Project Manager (See Section L - PREPARATION OF TECHNICAL AND PRICE

PROPOSALS - Volume I - Technical Proposal, Part III).

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any part of these events and provide the information requirement by paragraph (c) below. After the initial 90 day period, the Contractor shall submit the information requirement by paragraph (c) to the Contracting Officer at least 15 days prior to mailing any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) See also Transportation Acquisition Regulation (TAR) clause 1252.215-70, Key Personnel and/or Facilities.

H.6 MATERIALS

Material to be used under this contract shall be reimbursed at cost only. The not-to-exceed ceiling amount SHALL be specified by the Government on all Task Orders.

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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.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/tar.htm>

[Insert one or more Internet addresses]

Clause	Title	Date
1252.209-70	Disclosure of Conflicts of Interest	October 1994
1252.215-70	Key Personnel and/or Facilities	October 1994
1252.217-74	Subcontracts	October 1994
1252.219-70	Small Business and Small Disadvantaged Business Subcontracting Reporting	June 1997
1252.237-70	Qualifications of Employees	October 1994
1252.242-73	Contracting Officer's Technical Representative	October 1994
52.202-01	Definitions	October 1995
52.203-03	Gratuities	April 1984
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
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-01	Approval of Contract	December 1989
52.204-04	Printing/Copying Double-Sided on Recycled Paper	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-06	Brand Name or Equal	August 1999
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-19	Notification of Ownership Changes	October 1997
52.216-18	Ordering	October 1995
52.216-19	Order Limitations	October 1995
52.216-22	Indefinite Quantity	October 1995
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization	October 1997
52.217-08	Option To Extend Services	November 1999
52.219-14	Limitations On Subcontracting	December 1996
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-25	Small Disadvantaged Business Participation Program -- Disadvantaged Status Reporting	October 1999
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996

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52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.223-02	Clean Air And Water	April 1984
52.223-06	Drug Free Workplace	January 1997
52.223-14	Toxic Chemical Release Reporting	October 1996
52.227-01	Authorization and Consent	July 1995
52.227-03	Patent Indemnity	April 1984
52.227-14	Rights in Data--General	June 1987
52.227-18	Rights in Data--Existing Works	June 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment—Major Systems	January 1997
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.230-02	Cost Accounting Standards	April 1998
52.232-18	Availability Of Funds	April 1984
52.232-22	Limitation Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-24	Prohibition of Assignment of Claims	January 1986
52.232-25	Prompt Payment	June 1997
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-07	Notification Of Changes	April 1984
52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts)	August 1998
52.244-06	Subcontracts for Commercial Items and Commercial Components	October 1998
52.245-01	Property Records	April 1984
52.245-04	Government-Furnished Property (Short Form)	April 1984
52.246-25	Limitation If Liability--Services	February 1997
52.248-01	Value Engineering	February 2000
52.249-04	Termination For Convenience Of The Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.252-02	Clauses Incorporated By Reference	February 1998
52.253-01	Computer Generated Forms	January 1991
TEXT	52.282-8 Discounts for Prompt Payment	

I.2 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government shall give the contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months..

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I.3 52.219-17 SECTION 8(A) AWARD

DECEMBER 1996
(DEVIATION)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) **(DELETED)**

(2) Except for novation agreements and advance payments, delegates to the **Maritime Administration** the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the **Maritime Administration** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the **Maritime Administration**.

(d) **(NEW)** This contract is used as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) Program. The cognizant SBA district office is:

**Washington District Office
1110 Vermont Avenue, N.W., 9th Floor
Washington, DC 20043-4500**

(End of clause)

I.4 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO
ELIGIBLE 8 (A) CONCERNS

JUNE 1999
(DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

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(c) (**DEVIATION**) Any award resulting from this solicitation will be made to **directly by the Maritime Administration** to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) (**DEVIATION**) The **I. M. Systems Group, Inc.** will notify the Maritime Administration Contracting Officer, *simultaneous with its notification to the SBA*, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(e) (**NEW**) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) Program. The cognizant SBA district office is:

Washington District Office
1110 Vermont Avenue, N. W., 9th Floor
Washington, DC 20043-4500

(*Insert SIC code assigned to the acquisition by the contracting activity.)

I.5 52.232-19 **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR** **APRIL 1984**

Funds are not presently available for performance under this contract beyond 30 September 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6 52.252-06 **AUTHORIZED DEVIATIONS IN CLAUSES** **APRIL 1984**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR 52.219 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment J-1 Description of Information Technology (IT) Supporting the RRF

Attachment J-2 RESERVED

Attachment J-3 Exhibit F-1: Task Order Manhour Expenditure Report

Attachment J-4 RESERVED