

STATEMENT OF WORK

United States Merchant Marine Academy Culture Audit

A. BACKGROUND

The United States Merchant Marine Academy (USMMA or Academy) at Kings Point, New York is a Federal service academy founded in 1943. The USMMA mission is "To educate and graduate licensed merchant mariners and leaders of exemplary character who will serve America's marine transportation and defense needs in peace and war." USMMA is part of the Maritime Administration (MARAD) and the Department of Transportation (DOT).

As one of the five United States service academies, the USMMA is charged with training officers for the United States merchant marine. Students are referred to as Midshipmen and are trained in marine engineering, navigation, ship administration, maritime law, personnel management, international law, customs and several other subjects consistent with operating and administration of ships. Total enrollment is normally between 900 and 950 students. Midshipmen are appointed from all 50 states and US territories.

The USMMA is unique among the five Federal Service Academies. While the students are members of the U.S. Navy Reserve with status as inactive Reservists and not on active duty, they are considered civilians and are not Federal employees. As with the other four Federal Service Academies, USMMA requires all graduates to earn a Bachelor of Science degree, but requires more credit hours for that degree than any of the other Federal Service Academies. Graduates from the other four Federal Service Academies are commissioned and serve on active duty in the military or Coast Guard. USMMA graduates have a choice in their post-Academy service obligation. Specifically, they serve either five years in the United States maritime industry with eight years of service as a commissioned officer in any reserve unit of the Armed Forces, or serve five years active duty in any of the Nation's Armed Forces. Approximately 75 percent of USMMA graduates sail as contract (i.e. Officer Union) mariners aboard commercial U.S.-flag vessels or as Federal civilian mariners with the U.S. Navy's Military Sealift Command for a required minimum of five years.

USMMA graduates also earn a U.S. Coast Guard-issued Merchant Mariner Credential with an Officer Endorsement (or license). During their four years at USMMA, Midshipmen (students) must train at sea on appropriate ships for either 300 days (engineer officers) or 330 days (deck officers) in order to be eligible to take the Coast Guard license examination and to complete requirements to graduate. To meet these requirements, Midshipmen work as crew aboard commercial or Federal ships during two sailing periods during their sophomore and junior years: this is referred to as the Sea Year Program. The first sailing period is four months long, the second period is eight months. Coupled with a required two week internship in a maritime or engineering related activity, each Midshipman completes a total of about one year aboard commercial or Federal vessels.

The safety and security of the young women and men at the USMMA is a top priority for USMMA, MARAD and the Department of Transportation. Operating within a historically male-dominated maritime culture, USMMA has struggled for years with a high incidence of sexual harassment and sexual assault both on the campus and during the Sea Year Program. New leadership at USMMA has instituted a number of measures to build a climate of trust and respect as part of its commitment to eliminating sexual assault and sexual harassment on campus and at sea. Notwithstanding these robust efforts, severe problems relating to sexual assault and sexual harassment have persisted, compounded by fears of retaliation if a victim reports an offense. Survey data indicates that both women and men continue to experience unwanted sexual contact on campus and at sea. Precipitating misconduct such as bullying, hazing, coercion, fraternization, and abuse of alcohol were also reported. Women and men who formally reported offenses were often subject to retribution and ostracism.

In June 2016, the Middle States Commission on Higher Education (MSCHE) placed USMMA on warning that its accreditation as an institution of higher learning was at risk. MSCHE directed USMMA to take steps “to build a climate of mutual respect and trust on campus and during the Sea year.” The MSCHE evaluation team noted, “The campus climate and incidence of sexual harassment and sexual assault have been a serious and recognized problem for over 10 years...The pervasiveness of sexual harassment on campus must be addressed as a pressing and substantial concern that has fostered a hostile environment for many cohorts of midshipmen.” To be in compliance with accreditation standards, USMMA must also “improve the safety and climate of respect that all midshipmen encounter during the sea year experience.”

In light of the seriousness of the situation encountered by Midshipmen at sea, on June 15, 2016, USMMA, at the direction of MARAD and the DOT, ordered a “Stand Down” from Sea Year. The sophomore “split” of Midshipmen scheduled to deploy was not sent to sea, and the rising junior “split” already at sea was recalled.

DOT, MARAD and USMMA are committed to creating a safe and inclusive environment that is free from sexual assault, sexual harassment, retaliation and related misconduct.

B. SCOPE

The Department of Transportation is seeking to establish a contract with a vendor who is highly specialized in conducting (1) independent cultural/environmental assessments relating to historical, institutional and/or behavioral factors that may, directly or indirectly, create a hostile climate; and (2) reviews of policies, programs and practices relating to the prevention of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and precipitating or related misconduct, preferably within the U.S. military, service academies, and/or other academic environments.

In order to achieve this, the contractor will:

1. Identify the current institutional climate at USMMA and the sub-culture[s], including but not limited to academic, Regimental, and at sea, which contribute to the overall climate. Factors to consider may include leadership, academic and private industry recruitment, attrition, retention, curriculum, barracks arrangements, athletics, social organizations, extracurricular clubs, military influences on training, job assignments, campus or shipboard life, mariner union involvement, graduation, post-graduation opportunities, and service obligation commitment. Other factors may be considered as well. This assessment should include:
 - a. An assessment of the history and culture of the USMMA and the Sea Year Program;
 - b. Institutional forces and any unique circumstances of the maritime experience that may exacerbate a hostile climate;
 - c. Relationships between the Academy and the maritime industry that may serve to reinforce or perpetuate a hostile or inappropriate environment; and
 - d. Identify the culture[s] at the USMMA affecting the current climate. This process should include evaluation of cultures within the student body, faculty and administrative offices, alumni, and other external groups as well as cultures at the intersection of the groups.
2. Conduct an analysis of the nature and scope of the problem, derived from recent reports, research, survey data, policies and interviews.
 - a. Determine the ways in which these cultures impact USMMA's efforts to address these offenses and misconduct affecting its midshipmen; and
 - b. Identify a set of recommended measures to be undertaken that will work to address the identified cultures contributing to the current climate at the Academy and impacting those Midshipmen engaged in the Sea Year Program. Together, these recommendations should constitute a set of new solutions or best practices designed to transform the climate at the USMMA so as to create a respectful culture that reduces and eliminates sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct at the Academy and during the Sea Year Program.
 - i. Include any recommendations for instituting changes in the culture and climate of USMMA and the Sea Year Program; the relationship between USMMA and the Sea Year Program; leadership responsibilities and actions; prevention policies and practices; reporting procedures; training; accountability; and personnel.
 - ii. These recommendations should include components for monitoring progress, including metrics, methodology, data collection, compliance reviews, and evidence-based evaluations.

C. TASKS

The contractor shall work with DOT officials to complete the following:

- C.1.1** Assess the history, culture and climate of USMMA and the Sea Year Program that have contributed to the current climate that includes incidents of sexual assault, sexual harassment and retaliation. This is to include a review of all relevant data, reports, and literature pertaining to the USMMA and sexual assault and sexual harassment as background and to inform the audit process.
- C.1.2** Review of all relevant prevention policies, programs, and practices including but not limited to those pertaining to sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct.
- C.1.3** Analyze all relevant education and training conducted for USMMA and in connection with the Sea Year Program. This should include but not be limited to examining persons/positions who receive training; content of training; manner and frequency of training; identities and qualifications of trainers; and effectiveness of training and how it has been measured over time.
- C.1.4** Conduct an assessment of the role of USMMA leadership and management, both historically and currently, in addressing a climate in which sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct has persisted.
- C.1.5** Review of enforcement authorities and corporate oversight practices. This should include a review of interaction(s) between USMMA and corporate vessel owners/ship operators participating in the Sea Year Program, including examining protocols for oversight and current practices with respect to enforcement of standards relating to sexual assault, sexual harassment, retaliation and other inappropriate conduct or interaction between crew members.
- C.1.6** Analyze of all reporting procedures available to victims, including differences between reporting of offenses relating to sexual assault, sexual harassment, other forms of sex discrimination, retaliation and related misconduct, and the reasons therefore.
 - C.1.6.1** Assess the quality, timeliness, effectiveness, consistency, and communication of such procedures and the various protocols for responding to reports;
 - C.1.6.2** Assess policies and procedures related to complaint reporting and investigations;
 - C.1.6.3** Review types or categories of offenses, adequacy of investigations and responses;
 - C.1.6.4** Identify all barriers to reporting by victims and witnesses, including mandatory referrals, chain of command requirements, fear of retaliation, and culture; and compare these practices to those used in other Federal Service Academies.
- C.1.7** Review accountability measures imposed over time, including a description of rules, regulations, disciplinary code, and other policies governing disciplinary and corrective

actions relating to sexual assault, sexual harassment, retaliatory acts, failure to report known offenses, and related misconduct; enforcement procedures for implementing accountability; and how these procedures have been utilized.

- C.1.8** Evaluate roles and responsibilities of personnel within USMMA and in the Sea Year Program involved in any aspect of the prevention of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct, and failure to report offenses. This should address the role of personnel at all levels in ensuring a safe climate for students at USMMA and during Sea Year and describe measures undertaken over time to reinforce this expectation. The specific roles and duties of the Sexual Assault Response Coordinator (SARC) and the Civil Rights Office should also be identified.
- C.1.9** Conduct formal and informal outreach and information gathering to identify culture[s], behavior[s], and practice[s] at the Academy and during Sea Year which contribute to the current climate:
- C.1.9.1** Information concerning the nature and extent of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct at USMMA and in the Sea Year Program;
 - C.1.9.2** Assess the impact of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct on the academic and shipboard environments, morale, and quality of life;
 - C.1.9.3** Identify any progress achieved in recent years in reducing the incidence of these offenses and discuss the reasons therefore; and
 - C.1.9.4** Identify persistent structural or organizational barriers or deficiencies that have prevented USMMA from reducing the level of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct over time on campus and during Sea Year.

D. QUALIFICATIONS AND EXPERIENCE

The contractor shall have qualifications and demonstrated experience working with military and/or academic institutions, colleges and universities, and/or higher education professional organizations including students and academic administrative personnel, on delivering an independent assessment of cultural and institutional factors related to gender and prevention of sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct and in providing recommendations to address the driving factors underlying these cultures.

Key personnel shall be identified. Qualifications of key personnel should include: demonstrated knowledge of sexual assault and sexual harassment in academic and/or military settings; past experience in conducting similar independent cultural assessments; and demonstrated knowledge of conducting social science surveys and statistical and other analyses. The capacity and experience of the firm to deliver in a short time frame is paramount as is past experience of the company in delivering similar products. Knowledge of, and experience with, institutions of

higher education, the military and/or the maritime industry is preferable. Resumes for proposed subject matter experts shall be submitted with the contractor’s proposal.

E. Deliverables

The contractor shall carry out all required activities (e.g., research, data analysis and interviews) in order to provide the Office of Administration with a thorough, data-driven business case. This includes incorporating best practices, facilitating team discussion sessions, assisting the team with research activities, and documenting and outlining a plan for an alternative service delivery model at the Department.

All deliverables shall be submitted to the Contracting Officer’s Representative (COR) or as otherwise designated in the table below:

Item	Description	Deliver to:	Delivery Date	Format	Approval
1	Weekly Briefings for confirmation of direction and interim findings	COR		COR’s discretion	COR
2	Written documentation of surveys and outreach conducted, including survey questions, results and summary information	COR		COR’s discretion	COR
3	Distilled statistics or summaries of major findings of surveys and outreach conducted	COR		COR’s discretion	COR
4	Final report*	COR		COR’s discretion	COR
5	Executive Briefing on findings of assessment and an overview of recommended next steps	OST, MARAD, and USMMA Executives		COR’s discretion	

- *Final report shall include:**
- (1) Identified culture[s] both academic and at sea which contribute to the current climate;
 - (2) A determination in regard to the ways in which these cultures create challenges to efforts to address destructive behaviors and efforts to implement corrective action towards addressing the climate leading to sexual assault, sexual harassment, other forms of sex discrimination, retaliation, and related misconduct;
 - (3) Identified gaps in policies, programs, and practices related to prevention, reporting and investigations, training, accountability, and personnel;
 - (4) A set of recommended next steps to be undertaken that will work to address the identified cultures contributing to the current climate at the Academy and impacting those cadets engaged in the Sea Year Program;
 - (5) Preliminary findings for further review and future evaluation to the extent that the audit uncovers other inappropriate behavior or conduct that may constitute discrimination based on race, color, national origin, religion or disability;
 - (6) Topics and recommended parameters for follow-up inquiry in the event that further assessment or review is indicated on any issue or set of issues.
 - (7) A complete bibliography of references, report, and data consulted during the process.

F. Period of Performance

The anticipated period of performance for the resultant task order is **sixty (60)** days.

G. Place of Performance

All performance under this task order shall occur at the United States Merchant Marine Academy located at 300 Steamboat Rd, Kings Point, NY 11024 and the Contractor's facility.

H. Security

The Contractor shall be required to successfully complete a DOT background investigation, determined by the Security Programs Officer prior to accessing DOT information technology systems. The Contractor shall also be required to sign a "Non-Disclosure Agreement" subsequent to the award of the task order.

I. Task Order Administration

(1) Contracting Office (CO)

The Contracting Officer for this contract is:

Name: To be determined

Telephone: (202) 366-XXXX

Email:

Only the contracting officer has authority to: (1) increase or decrease the contract amount; (2) direct or negotiate any changes; (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this contract; (6) otherwise modify any terms or conditions of this contract.

(2) Contracting Officer's Representative (COR)

To be determined is appointed as the Contracting Officer's Representative (COR) to manage the technical aspects of this call order. All modifications to this call order must be approved by the COR prior to issuance by the CO.

Name:

Telephone: (202) 366-XXXX

E-mail:

The COR has the responsibility to inspect all deliverables and services and authorization to certify (but not to reject or deny) invoices for payment. The authority to reject an invoice or assess deductions on an invoice is expressly reserved for the CO.

The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this call order shall not be construed to authorize the revision of the terms and conditions of this call order. Any such revision shall be authorized in writing by the CO.

(3) Contractor's Representative

The Contractor's representative to be contacted for all contract administration matters:

Name: To be determined

Telephone:

Email:

The contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

J. Invoicing Instructions

The Contractor shall submit invoices on a **monthly** basis for payment utilizing a Standard Form (SF) 1034 available at <http://www.gsa.gov/portal/forms/type/SF> prepared and submitted to the address shown in Block 21 on page 1, Optional Form 347 of the task order.

Payment will be made by electronic funds transfer to contractor's bank account in accordance with the banking information be supplied by the contractor of the SF 3881 available at: <http://www.gsa.gov/portal/forms/type/SF>.

K. Security

The Contractor shall be required to successfully complete a DOT background investigation, determined by the Security Programs Officer prior to accessing DOT information technology systems. The Contractor shall also be required to sign a "Non-Disclosure Agreement" subsequent to the award of the task order.

L. Organizational Conflicts of Interest

L.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 (OCI). FAR Subpart 9.5 defines OCI as "Organizational and Consultants Conflicts of Interest.

L.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall 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.

L.3 The Contracting Officer may terminate this contract for convenience, in whole or in part, if he deems such termination was 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 Office, the Government may terminate the contract for

default, debar the Contractor from Government contracting, or pursue other remedies that may be permitted by law under the resultant contract.

L.4 The Contractor shall include this information as a flow down clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

M. Key Personnel and/or Facilities

M.1 The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, labor categories, and/or facilities, as appropriate.

M.2 Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

M.3 The Contractor shall not remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify in writing the change, and such ratification shall constitute the consent of the Contracting Officer required by this clause.

Key Personnel under this Task Order:

Name	Position
To be determined	Program Manager or Equivalent
To be determined	Senior Specialist or Equivalent
To be determined	Research Specialist or Equivalent
To be determined	Analyst or Equivalent

The Government has identified the key personnel above for management, administration and technical responsibility functions of the contract. The Contractor's Program Manager shall be the on-site interface for the operational aspect of the Contract's requirements and their implementation and the Government's.

M.4 Key personnel identified shall be available as proposed for at least a one year period unless they permanently leave the employment of the company. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance for the term required. Failure to provide the personnel designated above may be considered non-performance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor.

M.5 The Contractor shall immediately notify the Contracting Officer and the COR of any Key Personnel's departure and the reasons therefore. The contractor shall take immediate steps to rectify this situation and shall propose a fully qualified substitute candidate for the vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. Substitute personnel qualifications shall be equal to, or greater than, those of the personnel proposed to be substituted. If the Government Contracting Officer and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of work, the Contractor may be subject to default action. The Contractor shall not make Key Personnel replacements without the written consent of the Contracting Officer.

N. Non-Disclosure

All Contractor personnel who will be personally and substantially involved in the performance under this task order shall execute and submit a Non-Disclosure Agreement prior to the commencement of any work. The Agreement shall prohibit the disclosure of any information that contractor employees will have access to in the performance of work under this task order. The applicable non-disclosure statement provided by the Government is typical of that presented in Attachment 1 "Confidentiality Certification".

O. Restriction on Disclosure of Information

O.1 Except as authorized in writing by the Contracting Officer, the Contractor shall not disclose, orally or in writing, any:

O.2 Proprietary Information (that is, technical information, such as trade secrets, which is proprietary to any person or firm); or

O.3 Privacy Information (that is, information protected under the provisions of the Privacy Act of 1974);

O.4 Privileged Information (that is, financial or commercial information concerning another person or firm which is privileged or personally confidential); or

O.5 Government Information (that is, information or data stored, processed, or handled in providing services under this task order or which may come into the possession of the Contractor in providing services under this task order or which may come into the possession of the Contractor in providing services under this task order).

O.6 The Contractor shall not use or access any information described in paragraph A above for any purpose other than to perform this task order in accordance with its terms and conditions.

O.7 The Contractor shall obtain from each of its employees a written agreement to protect all such information described in paragraph A above against accidental or intentional disclosure. All such agreements shall be subject to the approval of the Contracting Officer. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this section.

O.8 The restrictions in this section do not apply to any information if and when such information

becomes part of the public domain.

O.9 The Contractor shall include, or require the inclusion of, the substance of this Section in all subcontracts, including lower-tier subcontracts, unless otherwise specified in writing by the Contracting Officer.

P. NON-PERSONAL SERVICES

P.1 As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. Contractor employees will not be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

P.2 The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. Contractor employees shall not state orally or in writing, at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

P.3. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.