SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)	RATING	PAGE OF PAGES
		1 / 116

2. CONTRACT NO.	3. SOLICITATION NUMBER	4. SOLICITATION TYPE	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DTRS57-04-R-20011	☐ SEALED BID (IFB) ☒ NEGOTIATED BID (RFP)	01/22/2004	25-3231

7. ISSUED BY CODE DTS-852

U.S. DOT/RSPA/Volpe Center
55 Broadway
Cambridge MA 02142

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE BLOCK #7 until 1500 ET (Hour) local time 03/09/2004 (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Carol Ferrante	617	494-2421		ferrante@volpe.dot.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	44
☒	B	SUPPLIES OR SERVICES AND PRICE/COST	5			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	7	☒	J	LIST OF ATTACHMENTS	53
☒	D	PACKAGING AND MARKING	14			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	15	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	54
☒	F	DELIVERIES OR PERFORMANCE	16				
☒	G	CONTRACT ADMINISTRATION DATA	21	☒	L	INSTR., CONDS., AND NOTICES TO OFFERORS	67
☒	H	SPECIAL CONTRACT REQUIREMENTS	34	☒	M	EVALUATION FACTORS FOR AWARD	102

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 5

B.1 CONTRACT TYPE (MAR 2003) 5
B.2 CONTRACT LIMITATIONS (MAY 2003) 5
B.3 CONTRACT SCOPE (MAY 1999) 5
B.4 CONTRACT LINE ITEMS (MAR 2003) 6

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT 7

C.1 OBJECTIVE AND BACKGROUND 7
C.2 SCOPE OF WORK 7
C.3 TASK AREAS OF WORK 8

SECTION D - PACKAGING AND MARKING 14

D.1 PACKAGING (MAY 1999) 14
D.2 MARKING (MAY 1999) 14

SECTION E - INSPECTION AND ACCEPTANCE 15

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 15
E.2 GOVERNMENT REVIEW AND ACCEPTANCE (DEC 2003) 15

SECTION F - DELIVERIES OR PERFORMANCE 16

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 16
F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 2003) 16
F.3 DELIVERIES (MAR 2003) 16
F.4 CONTRACT PROGRESS REPORT (DEC 2003) 16
F.5 MONTHLY TASK ORDER PROGRESS REPORTS (DEC 2003) 17
F.6 MONTHLY TASK ORDER COST REPORTS (DEC 2003) 18
F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (DEC 2003) 18
F.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2003) 19
F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999) 19
F.10 RIGHTS IN DATA (DEC 1998) 19
F.11 WARRANTIES (MAY 1999) 19
F.12 LICENSES (MAY 1999) 20
F.13 PLACE OF CONTRACT PERFORMANCE (MAR 2003) 20

SECTION G - CONTRACT AND ADMINISTRATION DATA 21

G.1 TAR 1252. 242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994) 21
G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003) 21
G.3 ORDERING (DEC 2003) 21
G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (MAR 2003) 22
G.5 TASK ORDER OMBUDSMAN (JULY 2000) 24
G.6 TECHNICAL DIRECTION (MAR 2003) 24
G.7 ACCOUNTING AND APPROPRIATION DATA (MAY 1999) 24
G.8 PAYMENT AND CONSIDERATION (DEC 2003) 24
G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2003) 27
G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (DEC 2003) 28

G.11 PERFORMANCE EVALUATIONS (MAR 2003) 29
G.12 VOUCHER REVIEW (MAR 2003) 29
G.13 COST ACCOUNTING SYSTEMS (DEC 2003) 29
G.14 INCREMENTAL FUNDING OF TASK ORDERS (DEC 2003) 31
G.15 TRAVEL AND PER DIEM (JULY 2000) 32
G.16 SUBCONTRACTING REPORT (JULY 2000) 33
G.17 ALLOTMENT (MAR 2003) 33

SECTION H - SPECIAL CONTRACT REQUIREMENTS 34

H.1 NON-PERSONAL SERVICES (DEC 1998) 34
H.2 GPO PRINTING REQUIREMENT (DEC 1998) 34
H.3 CONTRACTOR RESPONSIBILITY (DEC 1998) 34
H.4 SALES TAX EXEMPTION (MAY 1999) 34
H.5 LEVEL-OF-EFFORT NOTIFICATION (MAR 2003) 35
H.6 HANDLING OF DATA (MAY 1999) 35
H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998) 37
H.8 INSURANCE (MAR 2003) 38
H.9 MAXIMUM FEE/PROFIT (DEC 2003) 38
H.10 SUBCONTRACT APPROVAL (MAR 2003) 39
H.11 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (DEC 2003) 39
H.12 REQUESTS TO ACQUIRE EQUIPMENT (MAR 2003) 40
H.13 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2003) 40
H.14 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003) 41
H.15 DOT INFORMATION SECURITY REQUIREMENTS (APR 2003) 41
H.16 ACCOUNTING SYSTEM (DEC 2003) 43
H.17 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004) 43

SECTION I - CONTRACT CLAUSES 44

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 44
I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989) 48
I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) 48
I.4 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003). 48
I.5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984). 49
I.6 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994) 49
I.7 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994) 50
I.8 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994) 51
I.9 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994) 51
I.10 1252.216-73 DISTRIBUTION OF AWARD FEE (OCT 1994). 52
I.11 1252.219-70 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING (JUN 1997) 52
I.12 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994) 52

SECTION J - ATTACHMENTS 53

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 54

K.1 SIGNATURE - (MAY 1999) 54
K.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 54
K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998) 54
K.4 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

(MAY 1999) 56
K.5 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) 56
K.6 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997) 57
K.7 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2003) 57
K.8 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ... 59
K.9 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) 60
K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) 61
K.11 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) 61
K.12 FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001) 62
K.13 FAR 52.227-6 ROYALTY INFORMATION (APR 1984) 62
K.14 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) 63
K.15 PROVISIONS APPLICABLE AT TASK ORDER LEVEL (MAY 1999) 65
K.16 TOP SECRET FACILITIES CLEARANCE (JAN 2004) 65
K.17 ACCOUNTING SYSTEM APPROVAL (JAN 2004) 66

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 67

L.1 SOLICITATION PROVISIONS 67
L.2 GENERAL INFORMATION 68
L.3 GENERAL INSTRUCTIONS FOR TECHNICAL PROPOSAL AND COST AND BUSINESS PROPOSAL PREPARATION 71
L.4 INSTRUCTIONS FOR COST AND BUSINESS PROPOSAL 73
L.5 INSTRUCTIONS FOR TECHNICAL PROPOSAL 92

SECTION M - EVALUATION FACTORS FOR AWARD 102

M.1 GENERAL 102
M.2 TECHNICAL PROPOSAL EVALUATION 102
M.3 COST AND BUSINESS PROPOSAL EVALUATION 103

ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT 105

ATTACHMENT J.2 - CONTRACTOR PERFORMANCE REPORT 107

ATTACHMENT J.3 - DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254 113

ATTACHMENT J.4 - LABOR CATEGORY QUALIFICATIONS 115

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE (MAR 2003)

A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.

B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm fixed price (FFP), cost-plus-award-fee (CPAF), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations. Performance-based task orders will be used to the maximum extent practicable.

C. Individual CPFF task orders will be issued on a completion-type basis pursuant to FAR 16.306 (d)(1). If a completion-type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).

D. The Contract Line Item Number (CLIN) structure provided in Subsection B.4 below establishes a CLIN for the four contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPAF, CPFF completion, and CPFF term tasks. In general, these terms and conditions are clear on their face with regard to applicability.

B.2 CONTRACT LIMITATIONS (MAY 2003)

A. Multiple Contract Awards: (TO BE COMPLETED AT TIME OF AWARD) contracts have been awarded under Volpe Center Solicitation DTRS57-04-R-20011.

B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed $(TO BE COMPLETED AT TIME OF AWARD). As a task order is issued to one contractor, it is subtracted from total capacity available to all contractors.

C. Minimum Guarantee: The guaranteed minimum is $2,500 for each contract. Individual task order values are tracked against total maximum capacity of all Transportation Security Solutions (TSS) multiple award contracts when combined or $ (TO BE COMPLETED AT TIME OF AWARD).

B.3 CONTRACT SCOPE (MAY 1999)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS (MAR 2003)

ITEM NO.	SERVICES
0001	Technological capabilities and skills to support programmatic activities in the area of Transportation Security Solutions in accordance with the Statement of Work and other terms and conditions of this contract and the contract types set forth below:
0001AA	FIRM-FIXED-PRICE TYPE*
0001AB	COST-PLUS-AWARD-FEE TYPE*
0001AC	COST-PLUS-FIXED-FEE (COMPLETION TYPE)*
0001AD	COST-PLUS-FIXED-FEE (TERM TYPE)

* Possible performance-based task orders.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

Transportation Security Solutions (TSS)

C.1 OBJECTIVE AND BACKGROUND

C.1.A. OBJECTIVE

The objective of this procurement is to acquire the services of multiple contractors with expertise and capabilities in the following areas:

1. Vulnerability assessments and security planning
2. Mitigation planning and implementation (e.g., design, development, deployment and installation of integrated physical security systems)
3. Program development support, which may include contingency and emergency response and recovery.

C.1.B. BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center provides research, analysis, and system deployment services to the Department and other Federal, State, and local agencies in connection with the transportation-, logistics-, and operations-related components of their missions.

The Volpe Center is industrially funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and content over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and contractor employees to meet the broad range and number of skills needed to support projects. Through task order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, near, and long-range requirements of these technical projects by establishing a pool of easily-accessed technical resources. The Volpe Center is presently utilizing this staffing strategy in meeting the needs of several sponsoring organizations in reducing the vulnerabilities of facilities, systems, and personnel to physical and cyber attacks.

The Volpe Center plans to provide support to components of the DOT and other agencies to maximize the safety, security, and operability of elements of the Nation's infrastructure. As the DOT and other Federal, State, and local agencies move forward to increase their organization's security programs, specialized skills, and expertise will be required to carry out this work.

C.2 SCOPE OF WORK

The primary focus of the work under this contract addresses the protection of physical assets, operations, and people. This includes the protection of several modes of transportation, logistics processes and governmental functions, facilities, and operations from sabotage and terrorist attacks. The contract primarily addresses physical security threats. Cyber security work (e.g., protection of databases, systems, and networks) is being performed under other contracts. However, if cyber security is an integral part of a physical security study, a system to be developed, or a system to be deployed, it may be included under this contract.

The work is segmented into major activities, including assessment, analysis, design, development, and deployment of new, or enhancements to existing security systems or programs for transportation agencies and other organizations. This work includes the following Task Areas:

Task Area 1: Vulnerability Assessments and Security Planning
Task Area 2: Mitigation Planning and Implementation
Task Area 3: Program Development Support

Although successful performance of the task orders may require specialized skills in a broad range of disciplines, including but not limited to contingency response development, emergency response development, and recovery. The primary skill requirements of this contract focus on vulnerability assessments and security planning, and mitigation planning and implementation.

Support may be required in the development and management of contingency response, emergency response, and recovery to ensure a systems approach to preparedness and response and to maximize safety, security, and operational effectiveness.

The locations where work may be performed will vary from the contractor's facility to geographically dispersed sites.

C.3 TASK AREAS OF WORK

The contractor shall provide the necessary labor, equipment, and material to perform the work and deliver the products as described in task orders. Task orders within the scope of this contract that may be issued would require the contractor to assess, analyze, design, develop, integrate, deploy, and monitor security systems, public address systems, traffic monitoring and management systems, subsystems, and components. These designs shall fully integrate optimum equipment and products. Equipment readily available on the commercial market shall be utilized to the maximum extent practicable. In formulating security system designs and recommendations, the contractor shall utilize a "systems approach," taking into account all aspects of the operating environment which could impact the performance or acceptance of system components. System designs and recommended security programs may include structures; hardware; electronics; computer systems; communication systems; skills required for operation; and system-user interface, procedures, and training. Any elements of work below may apply:

C.3.A. TASK AREA 1: VULNERABILITY ASSESSMENTS AND SECURITY PLANNING

The contractor may be required to perform threat formulations and assessments, vulnerability assessments, risk analyses, and other studies and analyses that will contribute to policies, procedures, and systems that will provide the maximum deterrence and result in minimum harm and economic impact if attacked. These efforts may apply to entire sectors (e.g., the national railroad system) or to single buildings and its contents (e.g., an air traffic control tower). These analyses may provide data for the formulation of national policies and/or inputs for the establishment of design requirements for facilities. The contractor shall apply system engineering, operations research, engineering design, economics, and other scientific disciplines in these efforts. The contractor shall have the ability to provide specialized support for the analysis of specialized subsystems of the several transportation modes.

1. Security Policy

The contractor may be required to assist in the development of data that will institute an effective security policy for an agency, organization, or facility. In addition, the contractor may be required to provide data required for the formulation of national policies.

2. Security Program Development

The contractor may be required to assist in the development of security programs, including strategic planning activities, as well as near-term and long-range projections of system operational and technical security requirements and specifications.

3. Threat and Vulnerability Assessments

a. Threat Assessments

The contractor may be required to identify potential threats to transportation system elements and other assets and develop threat scenarios that could apply to these assets. Threat scenarios shall consider potential threat agents, vectors, and means of attack. Threat formulations shall be made using available intelligence information, historical threat data, and hypotheses about the nature of future threats.

b. Vulnerability Assessments

The contractor may be required to assess systems, functions, subsystems, components, and facilities for their susceptibility to attack. For stationary elements, the environment of the elements shall be considered. For transportation systems (including inter-modal facilities), the entire operational environment shall be considered. The attacks may include sabotage; the manual destruction of equipment; the use of conventional weapons and bulk explosives; the use of chemical, biological, radiological, and nuclear weapons or devices; and other criminal activities such as theft, vandalism, and attacks against people. In the assessments, the contractor shall define the potential modes of delivery of these means of harm. The inter-relationship among the subject systems and other systems, functions, and facilities shall be considered in the assessments. In assessing vulnerabilities and threats, factors such as the accessibility to sensitive or critical areas, the presence of security measures, and the resistance of structures and equipment to attack shall be included.

4. Risk Analyses

The contractor may be required to perform risk analyses on the basis of potential threats, vulnerabilities, and existing countermeasures. Risk analyses shall be performed for existing, conceptualized, and planned infrastructure elements and operations. Several levels of risk may be derived from combinations of probability of attack, the severity of the resulting damage, the existing or planned mitigation measures, and the resulting impacts.

5. Security Audits

The contractor may be required to perform security audits for systems, operations and facilities. For facilities, audits shall include security considerations such as perimeter security, entry security, interior security, and security plans.

6. System Analysis

The contractor may be required to transform specified operational and security needs into optimum security system or subsystem configurations and requirements, subject to constraints provided by the Government. This may include system definition, definition of operating environment(s), overall system design, design integrity, system optimization, cost effectiveness, intra-system and inter-system compatibility assurance, preparation of equipment and component performance specifications, software specifications and integration, and definition of reliability and maintainability requirements.

C.3.B. TASK AREA 2: MITIGATION PLANNING AND IMPLEMENTATION

The contractor may be required to design, develop, integrate, deploy, and monitor security programs, systems, subsystems, and components. These designs shall fully integrate optimum equipment and products. Equipment readily available on the commercial market shall be utilized to the maximum extent practicable. Security program formulation and system design may include structures; hardware; electronics; computer systems; communication systems; skills required for operation; and system-user interface, policies, procedures, and training. Any elements of work below may apply:

1. Integrated Security System Design and Installation

a. Technology Assessment

As an integral part of the design process, the contractor may be required to perform in-depth technology assessments of existing and proposed security technologies. The contractor must have the capability to assess, modify, develop, and prototype subsystems or devices to meet specific security needs, including but not limited to:

- Entry point control and screening of vehicles, packages, personnel, and visitors;
- Access control, credentialing, and video badging systems;
- Biometrics and other methods for advanced user authentication;
- Public address systems;
- Closed-circuit television cameras and control systems;
- Command, control, and communication integral to security systems;
- Video surveillance and monitoring;
- Digital video storage and transmission;
- Computational video and behavioral recognition systems;
- Wireless data and video communication;
- Interior and exterior intrusion detection sensors or systems for facilities;
- Vehicle classification systems and sensors; and

- Detection of tampering in transportation operations and at inter-modal facilities.

Tasks in this area may address all phases of security, including prevention, mitigation, monitoring, recovery, and enforcement.

b. Conceptual System Definition

The contractor may be required to define candidate programs and conceptual systems and subsystems for the protection of the specified element(s) of a facility, system, or personnel. Trade-off studies shall be performed and rankings applied on the basis of criteria provided by the Government. During this effort, the mission, interfaces, and operational environment shall be considered. All possible security requirements shall be evaluated, consolidated, and checked against potential threats, vulnerabilities, impacts, and security systems already in place.

c. System Design

The contractor may be required to perform all functions associated with the design of a system, subsystem, and component. This may include system simulations and bench or laboratory tests of subsystems and components; preparation of layouts; assembly and detail drawings; specifications for parts to be acquired; specifications for system integration and validation; procedures and specifications for the acceptance of parts, subsystems, and material.

d. Production/Acquisition of Subsystems and Components

The contractor may be required to produce and/or purchase components consistent with task order requirements. This includes verification that all standards and specifications are met, and it includes acceptance of components from vendors.

e. System Installation

The contractor may be required to install and integrate required systems, subsystems, and components according to the approved design.

2. Post Installation Testing

The contractor may be required to perform all tests and simulations to ensure the acceptability of these in regard to function, safety, environmental conditions, reliability, maintainability, and all other applicable requirements; and certify that the installed components, subsystems, and systems satisfy customer technical and operational requirements.

3. Security Procedure Development

The contractor may be required to contribute recommendations on the methods to best employ and operate systems currently installed or planned. These recommendations shall contain sufficient detail to be used as the basis for Standard Operating Procedures for

deployed systems. In addition to security, the procedures defined shall take into account operational efficiency and feasibility. The contractor shall apply an in-depth understanding of the operational domain (e.g., maritime transportation) to ensure the practicality of recommended security procedures.

4. Security System Training

The contractor may be required to perform training for the end-users on the function, operation, administration, and maintenance of each component of a system. To support this training, lesson plans, audiovisual materials, manuals, and syllabuses shall be prepared and utilized in classes to assist in the learning process. Based on the training and instruction provided, training documentation in the form of class attendance, lessons covered, examinations, training reports, and test scores shall be prepared as required.

5. Next Generation Enhancements

The contractor must have the capability to modify, develop, and prototype subsystems or devices to meet specific security needs for the next generation of a component or system either through in-house expertise and capabilities or through close coordination with equipment vendors. These enhancements shall be based upon current or planned user requirements and specifications.

6. Evaluation of Countermeasures (for Prevention and Mitigation of Harm)

The contractor may be required to evaluate alternative methods to prevent, reduce the severity of, and mitigate the impacts of terrorist attacks, sabotage, and other sources of harm. Mitigation and countermeasures techniques may include but are not limited to available technologies and systems, policies, procedures, and training. As part of a risk assessment, the contractor may be required to evaluate the potential effectiveness of alternative policies or procedures and alternative countermeasures for reducing vulnerabilities or the impact of an attack. These evaluations may include studies of the effectiveness of various countermeasures to reduce blast effects, alternative chemical or explosives screening techniques or sensors, and cost/benefit analysis for alternative measures and levels of security system enhancement. There may be instances where expertise in applying non-technology solutions will be required.

7. Post-Deployment System Monitoring, Maintenance and Repair

The contractor may be required to monitor, maintain (on an interim basis), and repair/modify installed systems as required by the Government.

C.3.C. TASK AREA 3: PROGRAM DEVELOPMENT SUPPORT

As part of a Vulnerability Assessment, Security Planning, or Mitigation Planning and Implementation project, the contractor may be required to address the following areas:

1. Contingency and Emergency Response Development

The contractor may be required to assess existing programs and develop program recommendations for improving the contingency and emergency response capabilities of facility operators or transportation system managers. Projects may include institutional

agreements between transportation operators and emergency responders; communications, command, and control technologies; protective equipment; training, and exercises.

2. Recovery

The contractor may be required to develop and implement programs for the recovery of transportation systems or facility operations as part of a mitigation program to minimize the consequences of a security incident. After an occurrence, the contractor may be required to assist in the development of recovery plans for safety, security, and operational performance.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

a. Name of contractor;

b. Contract number;

c. Task order number; (if applicable)

d. Description of items contained therein;

e. Consignee's name and address; and

f. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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.dot.gov/ost/m60/tamtar
http://farsite.hill.af.mil/vffar.htm
http://www.arnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (DEC 2003)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

C. Inspection and acceptance of supplies/services for performance-based task orders (i.e., FFP, CPAF, and CPFF (completion)) shall have identifiable performance measures and metric/quality acceptable levels that will form the basis of the inspection and acceptance criteria. For each performance-based task order, the Government will develop a quality assurance plan for use in monitoring contractor performance against the performance measures and metric/quality acceptable levels that shall be clearly defined.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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.dot.gov/ost/m60/tamtar
http://farsite.hill.af.mil/vffar.htm
http://www.arnet.gov/far

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER (applies to FFP task orders)	AUG 1989
52.242-15	STOP WORK ORDER ALTERNATE I (applies to CPFF, CPAF task orders)	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR 1984

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 2003)

The period of performance of the contract shall be five years from the date the Contracting Officer signs the contract award (effective date of contract).

F.3 DELIVERIES (MAR 2003)

Delivery of supplies, services, and written documents (including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant Contracting Officer (CO) and/or designated CO's Technical Representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORT (DEC 2003)

A contractor who has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the CO or designee not later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office compatible format.

The monthly progress reports shall address all activity under the contract through the last day of the previous month. The monthly progress report shall contain the following information:

1. A listing of all new task orders accepted for the preceding month, including for each:

    a. Task order number and date of issuance;
    b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
    c. Amount obligated under task order;

d. Total number of hours ordered by the Contracting Officer, if applicable; total number of hours incurred by the contractor by labor category; and total number of hours incurred by labor category regardless of task order type;
e. Key milestones (including date of deliverables);
f. Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s), and success in meeting Subcontracting Plan goals;
g. Type of task order (i.e., FFP, CPFF, CPAF, Performance Based); and
h. Key personnel assigned to each task order, including Prime contractor contact point and phone number for each task order.

2. A listing of all ongoing task orders (excluding those from Paragraph 1 above), including:

a. Task order number and date of issuance;
b. Any modifications to the task order;
c. Summary of dollars expended to date per task order;
e. Estimated percentage of work yet to be completed on the task order; progress in meeting subcontracting goals and performance measures under the task order (if applicable); and

3. A listing of all completed task orders, including:

a. Task order number and date of issuance;
b. Number and value of modifications issued for the task order;
c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
d. Total dollar amount of task order, including modifications;
e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable); and
f. Status of performance evaluation comments.

4. Significant findings, problems, delays, events, and trends during the reporting period which result from or affect the performance of any task order and any perceived problems.

Any data submitted in the contract progress reports, along with other relevant information, may be included in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS (DEC 2003)

A monthly progress report shall be submitted for each task order. The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format. Unless otherwise prescribed in the task order, the report will cover the following items:

1. The work performed during the previous month.

2. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.

3. Detailed technical description of the work planned for the next reporting period.

4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.

5. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

6. Report on accomplishments against any identified performance metrics if applicable.

F.6 MONTHLY TASK ORDER COST REPORTS (DEC 2003)

Monthly cost reports will be submitted by the contractor, except for fixed-price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc. that have been incurred and/or committed. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) days after completion of work under the task order, the contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order, and in the case of a cost underrun, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format (See Attachment J.1 - MONTHLY TASK ORDER COST REPORT FORMAT).

F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (DEC 2003)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report(s) may be used for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center COTR or Task Order COTR and, if necessary, will be modified and resubmitted. The contractor shall submit a final report incorporating the COTR's and/or Task Order COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2003)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract (see Section H.2. – "GPO Printing Requirement").

A. Contract Progress Report:

1 copy CO or designee
1 copy COTR

B. Monthly Task Order Progress Reports:

1 copy CO or designee
1 copy COTR
1 copy Task Order COTR (TOCOTR)

C. Monthly Task Order Cost Reports:

1 copy CO or designee
1 copy COTR
1 copy TOCOTR

D. Technical Reports

The number of copies and recipients will be determined in each task order. The contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the CO or designee.

F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

The contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the CO in writing, the contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

F.10 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the CO when granting permission claim to copyright as required by FAR 52.227-14(c).

F.11 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.12 LICENSES (MAY 1999)

With respect to any computer software, databases, or other licensed product acquired for use by the Government, the contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

F.13 PLACE OF CONTRACT PERFORMANCE (MAR 2003)

The Government anticipates that the preponderance of work will be performed at the Contractor's facility. Some task orders, however, require performance at a Government facility, and authorization will be provided in writing by the Contracting Officer.

SECTION G - CONTRACT AND ADMINISTRATION DATA

G.1 TAR 1252. 242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994)

A. The CO may designate Government personnel to act as the CO's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The CO will provide a written notice of such designation to the contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the contractor's proposals, offers, or quotations upon request of the CO and approving contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to inspecting and monitoring the contractor's work, determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order. The TOCOTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms.

G.3 ORDERING (DEC 2003)

A. During the period of performance of the contract, the CO or the ACO may issue task orders in accordance with Section I.1. (FAR 52.216-18 and 52.216-22)

B. The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals are authorized ordering officers: Designated ACOs.

C. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.

D. A Standard Form 30 will be used to modify task orders.

E. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) business days of receipt.

F. Each task order issued may incorporate the contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order, set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the CO or designee.

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (MAR 2003)

A. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:

1. The Government's need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;

2. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;

3. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;

4. It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or

5. It is necessary to limit competition to meet preference program goals identified in FAR Part 19.

B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Unless the procedures in Paragraph A are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

1. The Government will examine existing information already in the Government's possession such as an awardee's original proposal and proposals in response to Task Order Requests for Proposal (TORFP) (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.

2. Once the Government determines which awardees will be asked to submit a proposal for the requirement, the CO may contact contractors to identify resource availability and price/cost for well-defined tasks. The CO may issue written requests to the contractors requesting the submission of written and/or oral technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.

3. A written cost proposal will be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the contractor customarily uses), as indicated by the contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the master contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the master contract must also be justified.

4. Offerors who are not small businesses shall submit a Small Business Subcontracting Plan for each task order equal to or exceeding $500,000. For those Offerors that have an approved Master Subcontracting Plan under the contract, only subcontracting information relating to the particular task order will be required. The Subcontracting Plan submitted must be acceptable to the CO in order for a contractor to be considered for award of a task.

5. Each TORFP will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the

offer (technical and/or price/cost or other factors) to be submitted;(d) the format for submission; (e) the timeframe for submission of the offer; (f) any other relevant instructions to the contractor.

6. Upon receipt of a TORFP, the contractor may submit an offer to the CO that must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.

7. The method of evaluation and selection of an awardee for a task order will be identified in the TORFP.

8. The Government shall have the right to select the contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.

9. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.215-70, Section I.

10. Upon request, the Government will debrief unsuccessful Offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order.

G.5 TASK ORDER OMBUDSMAN (JULY 2000)

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Research and Special Programs Administration, 400 7th Street SW, Washington, DC 20590, Attn: Edward A. Brigham; fax: (202) 366-7432; e-mail: Edward.Brigham@rspa.dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.6 TECHNICAL DIRECTION (MAR 2003)

Performance of the work hereunder shall be under the technical direction of the COTR and TOCOTR on a specific task order. As used herein, "technical direction" is limited to directions to the contractor that fill in details or otherwise complete the specific description of work set forth in the task order. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or task order, or otherwise affect any other provision of this contract.

G.7 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the accounting and appropriation data from which payment shall be made.

G.8 PAYMENT AND CONSIDERATION (DEC 2003)

Contract clauses regarding payment processes and consideration will differ depending on the

contract type/pricing methodology used in the task order. Specific clauses to be used in each case are provided below:

A. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services, the contractor shall be paid at the fixed price specified on the face of the task order.

B. The following clauses are applicable to Cost-Plus-Fixed-Fee task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed $(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the contractor a fixed fee of $(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

C. The following clauses are applicable to Cost-Plus-Award-Fee task orders:

CONSIDERATION - COST-PLUS-AWARD-FEE

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20) and Allowable Cost and Payment (FAR 52.216-7), the total allowable cost of this task shall not exceed $ (TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of base fee. In addition, the Government shall pay the contractor a base fee of $ (TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

(4) The award fee provided for in this task order is $ (TO BE COMPLETED AT TIME OF AWARD OF TASK) and is subject to the terms of the "Determination of Award Fee" AND "Distribution of Award Fee" clauses (see Section I). The estimated cost, base fee, and available award fee are as follows:

Estimated Cost:	$ (TO BE COMPLETED)
Base Fee:	$ 0
Available Award Fee:	$ (TO BE COMPLETED)
Maximum Available CPAF:	$ (TO BE COMPLETED)

(5) The amount of the award fee shall be based on a subjective evaluation by the Government of the quality of the contractor's performance judged in light of the nature of the work involved and any other factors that are considered relevant to the determination in accordance with the "Performance Plan" clause (see Section I). This evaluation will be based on the past performance evaluation conducted on all tasks using the Contractor Performance Report (see Attachment J.2.). The following criteria apply to each of the five performance ratings below; the figures in parentheses represent the percentage of the award fee to be paid for the equivalent ratings.

(a) EXCEPTIONAL PERFORMANCE (100 Percent)

The contractor's contribution in the performance of the task is absolutely essential to the overall effort and far exceeds the contribution normally expected. Most importantly, within the scope and cost of the task order, the work is performed so expertly and thoroughly that a new dimension is added to the original requirement. Resulting deliverables are always provided on time or ahead of schedule, on or under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a totally proficient and effective manner so as to maximize both the Government's return on investment and the contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The contractor displays quality management, including identification of and statistical process control for critical processes and subcontractor involvement in continuous process improvement.

(b) GOOD PERFORMANCE (85 Percent)

The contractor's contribution in the performance of the task is a great asset to the overall effort and often exceeds the contribution normally expected. Within the scope and cost of the task order, work is performed with great technical skill and meets or occasionally exceeds the requirements of the task. The resulting deliverables are always of high quality, provided on or occasionally ahead of schedule, and within cost estimates. Substantial innovative thought and interaction between tasks is often evident. Subcontracting goals are met in all categories and exceeded in some of those categories.

(c) SATISFACTORY PERFORMANCE (70 Percent)

The contractor's contribution in the performance of the task is a solid asset to the overall effort and is commensurate with the amount of contribution expected. Work is performed in a professional and thorough manner, and deliverables meet all contract requirements. Some deliverables may be delivered ahead of schedule while others may experience slight delays; however, overall, the contract schedule is met. Some creativity and innovative thought is demonstrated in the delivery of work. Cost

and personnel performance are fully acceptable and any deviations are within what would be expected of an effective and professional execution of a technical support effort. Subcontracting goals are met in all categories.

(d) MINIMALLY ACCEPTABLE PERFORMANCE (40 Percent)

The contractor's contribution in the performance of the task, although evident in the execution of the overall effort, is below that contribution normally expected for such an effort. Work is completed; however, additional Government assistance and direction is required to ensure completion. The resulting deliverables are often provided on schedule; however, some delays are experienced, and deliverables occasionally require correction or resubmission prior to acceptance. Some cost deviations of significant proportions may have occurred in conjunction with the re-submissions and delays. Subcontracting goals are not met. Overall, management of technical effort and personnel is less than what would be expected of a completely satisfactory effort.

(e) UNSATISFACTORY (0 Percent)

Performance failed to satisfy the minimum contract or task requirements, technical or otherwise.

G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2003)

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

One original and five copies of an invoice or contract financing requests shall be submitted, covering the amount claimed to be due, services rendered, and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task.

However, all interim payment requests for tasks under the contract must be submitted concurrently. The contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the contractor shall submit a corrected last interim invoice. The contractor shall submit this invoice, along with the contractor's release form, DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours

incurred by the Prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the contractor shall submit to the CFA a proposal for final indirect rates based on the contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The contractor's failure to provide the rate proposal in a timely manner may impact payment of financing requests and could ultimately result in suspension of the indirect expense portion. The contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the contractor for cost reimbursement. The contractor should note that absence of a final rates determination does not relieve the contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the ACO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (DEC 2003)

The Government will issue task orders which will include one of two methods by which the contractor can earn total fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

For **term-type task orders**, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the task order. Direct professional labor hours include only the labor categories specified for the

task order such as engineers, scientists, technicians, statisticians, and programmers, and not administrative or support personnel such as company management, typists, and data entry operators, even though such administrative personnel are normally treated as direct labor by the contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including the following clause:

The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the contractor that the level-of-effort specified in the task order has been expended. If fewer direct labor hours are provided than set forth in the task order, the fee will be adjusted downward for each hour not provided.

On a **completion-type task order**, if performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO. The contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will based on the CO's determination of the percentage of completion of the specified end product(s).

Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.11 PERFORMANCE EVALUATIONS (MAR 2003)

Performance evaluations shall be completed for each completed task order over $100, 000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form at http://cps.od.nih.gov/files/standardreport.doc, or equivalent form, shall be used.)

The CO or designee will submit the completed evaluation to the contractor for comment. The contractor shall have 30 days in which to respond. The Government will consider any comments provided by the contractor before finalizing a Performance Evaluation Report and the contractor's comments will be attached to the Report.

G.12 VOUCHER REVIEW (MAR 2003)

The Government may at its sole discretion utilize a contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.13 COST ACCOUNTING SYSTEMS (DEC 2003)

Cost Accounting System

The contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. A contractor/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those contractors/subcontractors who included uncompensated effort in their contract proposals may use this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the CO's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

> This task order is based upon the contractor's task order proposal dated _TBD_ in which, of the total _TBD_ hours required, _TBD_ hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
	TBD	TBD	TBD

Subcontractor Workweek

Subcontractor Name: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
	TBD	TBD	TBD

During performance, the contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the contractor anticipates that the ratio will not be achieved by the completion of the task order, the contractor shall notify the CO in writing, identifying the expected shortfall. The contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the contractor fails to provide such notice sufficiently in advance, the CO at his/her sole discretion shall have the option of:

(1) Extending the term of the task order and requiring that the contractor provide the total level-of-effort at no extra cost to the Government, or

(2) Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.14 INCREMENTAL FUNDING OF TASK ORDERS (DEC 2003)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a **term-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from $__TBD__ by $__TBD_ to $___TBD__. The amount allotted to the estimated cost is increased from $__TBD_ by $__TBD__ to $__TBD_. The amount obligated for the fixed fee/award fee is increased from $_TBD___ to $__TBD___. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

(2) The estimated level-of-effort applicable to the incremental funding provided herein is_____ professional labor-hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

(4) The funding must be tracked and billed accordingly. The funds obligated in block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

B. When a **completion-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from $__TBD__ by $__TBD___ to $__TBD__. The amount allotted to the estimated cost is increased from $_TBD__ by $_TBD__ to $__TBD_. The amount obligated for the fixed fee/award fee is increased from $__TBD__ to $__TBD__. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in ___TBD_____.

(3) The funding must be tracked and billed accordingly. The funds obligated in block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

G.15 TRAVEL AND PER DIEM (JULY 2000)

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General Services Administration (GSA) Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately-owned vehicle will be reimbursed at the current GSA-approved mileage rate. If the contractor incurs travel costs in excess of the amount shown in each task order, it is at its own expense.

G.16 SUBCONTRACTING REPORT (JULY 2000)

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving task orders as a result of a task order set aside (or directed task order) may not subcontract greater than 50 percent of contract performance incurred for personnel under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50 percent subcontracting, the total cumulative subcontracting under all task orders may not exceed 50 percent). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year, detailing the subcontracting percentage under these task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR clause.

G.17 ALLOTMENT (MAR 2003)

Pursuant to Clauses B.2 – "Contract Limitations," and FAR 52.216-22 – "Indefinite Quantity," the amount presently available for payment and allotted to this contract to provide for the contract minimum is $2,500. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated as necessary, only on individual task orders.

The accounting and appropriation amount currently allotted is as follows:

PR Number	Accounting Code	Amount Obligated

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the contractor's 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.

The contractor shall not perform any inherently Governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. 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.

The contractor shall ensure 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.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of the work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

H.4 SALES TAX EXEMPTION (MAY 1999)

The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

The contractor will be provided with tax exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement (see each individual task order). Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the contractor or, where the amount of the tax exceeds $250.00, to provide evidence necessary to sustain the exemption.

H.5 LEVEL-OF-EFFORT NOTIFICATION (MAR 2003)

The contractor shall notify the CO or designee immediately in writing whenever it has reason to believe that:

(1) The level-of-effort that the contractor expects to incur under any term-type task in the next thirty days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level established for that task order;

(2) The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.6 HANDLING OF DATA (MAY 1999)

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 that 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:

(1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or

from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

Through formal training in company policy and procedures, the contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the CO promptly after award.

The contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

(1) The contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) Use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) The contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which can not reasonably be returned to the CO (or to a company) be deleted from the contractor's (and any subcontractor's) records and destroyed.

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 Federal Acquisition Regulations, Clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the task order. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the contractor shall submit a price or cost proposal to the CO for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);

(5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and

(6) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the CO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the CO will issue written directions to the contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The CO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.
If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-

Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.8 INSURANCE (MAR 2003)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

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 provided below, such insurance to specifically include liability assumed by the contractor under this contract.

(1) Workman's compensation insurance as required by law of the State.

(2) Comprehensive bodily injury liability insurance with limits of not less than $500,000 for each accident.

(3) Property damage liability with a limit of not less than $100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than $200,000 for each person and $500,000 for each accident, and property damage liability insurance, with a limit of not less than $40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

H.9 MAXIMUM FEE/PROFIT (DEC 2003)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a **cost-plus-fixed-fee** contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) __TBD__* percent of the subcontract, equipment, and travel costs, and (2) ___TBD___* percent of all other costs. For term-type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required. (Direct professional hours exclude administrative hours.)

Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a **cost-plus-award-fee** contractual arrangement and the nature of the work in the task order. In accordance with Paragraph G.8, Payment and Consideration, the base fee shall be 0 percent. The proposed award fee available under the task order cannot exceed an amount that is the sum of (1) ___TBD__* percent of the subcontract, equipment, and travel costs, and (2) _TBD__* percent of all other costs.

For task orders issued on **firm-fixed-price** basis, contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price cannot exceed an amount that is the sum of (1) _TBD___* percent of the subcontract, equipment, and travel costs, and (2) __TBD_* percent of all other costs.

* to be filled in at the time of award of the contract, based on contractor's proposal Schedule 5 (see Section L of this Request for Proposal (RFP).

H.10 SUBCONTRACT APPROVAL (MAR 2003)

The contractor's Subcontracting Plan dated [**to be completed at time of award for other than small business concerns**] in support of this contract, is hereby approved and incorporated herein. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the Subcontracting Plan, or, for small business firms, the companies originally proposed as subcontractors.

Since this is an indefinite delivery/indefinite quantity (IDIQ) contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

The contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clauses 52-244-2, and 52.244-5 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75 percent (labor hours) of the contractor's current team (the Prime and previously authorized subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.11 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (DEC 2003)

Portions of the work under Section C will require contract personnel with security clearances at Confidential or Secret levels, and in some instances, Top Secret. Cleared personnel must be available at the transition of the contract or task order. The Contractor should also possess a Top Secret Facilities Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Attachment J.3 – DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254).

The Contractor shall comply with the following Position Sensitivity Designations as defined under DOT Order 1630.2B, Personnel Security Management.

Labor Category	**Sensitivity Level**
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]

Some task orders may require access to classified information. The contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The contractor must possess the clearance at time of task order award. The contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.12 REQUESTS TO ACQUIRE EQUIPMENT (MAR 2003)

It may be necessary under this contract for the CO to allow the contractor to acquire or lease equipment to perform certain tasks under the contract. The contractor is required to submit requests to acquire equipment to the CO for approval. The request shall include at least the following information: (1) why the contractor cannot provide the equipment from its own inventory, (2) the contractor's cost analysis considering whether to lease or purchase the equipment (See FAR 7.401), and (3) the contractor's analysis shall explain the competitive pricing and the fair and reasonable pricing determination for the subject equipment. The contractor shall track the contractor acquired equipment as Government Property in accordance with Government Property clauses incorporated elsewhere within this contract.

H.13 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2003)

Any work under this contract which is performed on site at the Volpe Center is subject to all provisions of this contract governing the work and the security requirements in place at the Center. The Contractor should coordinate compliance with the CO and COTR.

(1) The Contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.

(2) The Contractor is responsible for obtaining a copy of the Center's security requirements/regulations, TSC Order 1680.1, Identification Cards, Official Credentials and Passports.

(3) All items of Government Property are subject to the Center's security regulations.

(4) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:

(a) Submit a written request for these items of property to the CO and COTR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.

(b) The Contractor shall submit, within ten (10) calendar days of contract award, a list of its on-site employees to the Volpe Center CO and COTR. Once the list is submitted, the Contractor will notify the CO and COTR of any staff changes

when they occur, and shall update the list of on-site employees every six (6) months thereafter.

(c) When an employee resigns, or is terminated or reassigned, the contractor shall provide written evidence to the CO and COTR of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Operations Office.

H.14 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003)

(a) Any work under this contract which is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

(1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.

(2) The contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.

(3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.15 DOT INFORMATION SECURITY REQUIREMENTS (APR 2003)

1. Access to Sensitive Information.

a. Work under this contract may involve access to sensitive information, as described in paragraph d. below, which shall not be disclosed by the contractor unless authorized by the CO or designee. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the CO or designee.

b. The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.

c. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

d. Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress."

2. Information Technology (IT) Services.

a. The contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

b. Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

c. The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

d. The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

e. The contractor shall include the above requirements in any subcontract awarded for IT services.

f. IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

H.16 ACCOUNTING SYSTEM (DEC 2003)

A Prime contractor is ineligible to receive a Cost-Plus-Fixed-Fee or Cost-Plus-Award-Fee task order unless it has an accounting system approved by a Government agency. Also, consent will not be given for a Cost-Plus-Fixed-Fee or Cost-Plus-Award-Fee subcontract unless that particular subcontractor has an accounting system approved by a Government agency.

H.17 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004)

The contractor shall neither publish nor disclose in any manner without the written consent of the Contracting Officer the following items that may be ordered through the contract: materials, patterns, designs, sketches, drawings, and plans.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.dot.gov.ost/m60/tamtar
http://farsite.hill.af.mil/vffar.htm
http://www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUNE 2003
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	JAN 2004

52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING For the purposes of this clause the blank(s) are completed as follows: (a) from date of contract award through five years)	OCT 1995
52.216-19	ORDER LIMITATIONS For the purposes of this clause the blank(s) are completed as follows: (a) $ 2,500 (b)(1) $10,000,000 (b)(2) $10,000,000 (b)(3) three days (d) three days	OCT 1995
52.216-22	INDEFINITE QUANTITY For the purpose of this clause the blank(s) are completed as follows: (d) contractor shall not be required to make any deliveries under this contract 12 months after the contract period expires.	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES For the purpose of this clause the blank is completed as follows: 30 days before expiration of the contract performance period.	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (applicable to all firms other than small business concerns)	JAN 2002
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.219-26	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - INCENTIVE SUBCONTRACTING	OCT 2000
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: (a) zero	JUL 1990
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUNE 2003
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT - ALTERNATE I	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
	ALTERNATES I, II, AND III	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST "task order" is to be substituted for "Schedule" wherever that word appears in the clause.	APR 1984
52.232-22	LIMITATION OF FUNDS "task order" is to be substituted for "Schedule" wherever that word appears in the clause.	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL REGISTRATION	MAY 1999
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY 1999

52.233-1	DISPUTES	JUL 2002
	(Alternate I (DEC 1991))	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
	Alternate I (JUN 1985)	JUN 1985
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES-FIXED PRICE	AUG 1987
	(Alternates II, V (APR 1984))	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	(Alternate II, V (APR 1984))	APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
	(Alternate II)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	JUNE 2003
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JUNE 2003
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-9	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.245-70	GOVERNMENT PROPERTY RECORDS	OCT 1994

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of Contracting Activity and shall not be binding until so approved.

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The contractor shall make the following notifications in writing:
(1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.
(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall-
(1) Maintain current, accurate, and complete inventory records of assets and their costs;
(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003).

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
(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 subcontracts 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(a));
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
(v) 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).
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984).

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(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 _____. *[insert regulation name]* (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

I.6 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's Technical

Proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may

(1) disqualify the offeror, or

(2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

I.7 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

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 and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the CO 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.

No diversion shall be made by the contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

(1) Program Manager (To be specified at time of award of contract)
(2) Task Area Managers (To be specified at time of award of contract)
(3) To be specified under individual task orders

I.8 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994)

(a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 30 calendar days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.9 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

NOTE: The term "task order" shall be substituted for the word "contract" in the following clause:

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor at contract award.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

I.10 1252.216-73 DISTRIBUTION OF AWARD FEE (OCT 1994).

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period
Available Award Fee

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or $100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

I.11 1252.219-70 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING (JUN 1997)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295)) to the Department of Transportation, Office of the Secretary, Office of Small and Disadvantaged Business Utilization (S-42), 400 7th St., SW, Washington, DC, 20590.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219.9.

I.12 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

SECTION J - ATTACHMENTS

ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

ATTACHMENT J.2 - CONTRACTOR PERFORMANCE REPORT

ATTACHMENT J.3 - DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254

ATTACHMENT J.4 - LABOR CATEGORY QUALIFICATIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 SIGNATURE - (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

_____Signature

_____Typed Name, Title

_____Offeror

_____Date

K.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) *Definitions*.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization*.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

K.4 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation*.] The offeror represents that it * is a women-owned business concern.

K.5 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.7 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2003)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is $6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

> (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
>
> (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable*.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq*.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located in the United States or its outlying areas..

K.12 FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[ ] is [ ] is not a historically black college or university;

[ ] is [ ] is not a minority institution.

K.13 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) *Cost or charges for royalties*. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) *Copies of current licenses*. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.14 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[[ ]] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[[ ]] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]
Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[[ ]] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated Prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[[ ]] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered Prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that

the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[[ ]] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered Prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered Prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[[ ]] yes [[ ]] no

K.15 PROVISIONS APPLICABLE AT TASK ORDER LEVEL (MAY 1999)

The Contractor certifications and/or representations cited below will be included in full text in applicable task order RFPs:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	MAY 1999
52.222-48	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE	AUG 1996
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUN 2003

K.16 TOP SECRET FACILITIES CLEARANCE (JAN 2004)

The Offeror certifies that it possesses a Top Secret Facilities Clearance in accordance with Industrial Security Regulation DOD 5220.22R.

( ) Yes ( ) No

K.17 ACCOUNTING SYSTEM APPROVAL (JAN 2004)

The Offeror certifies that its accounting system has been approved by a Government agency for cost-type contracts.

( ) Yes ( ) No

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.dot.gov/ost/m60/tamtar
http://farsite.hill.af.mil/vffar.htm
http://www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ONSITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Submission of cost or pricing data is not required.

Provide information described below:

See Cost and Business Proposal Instructions below.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple award, indefinite-delivery/indefinite-quantity contracts with task orders to be issued on a Firm Fixed Price, Cost-Plus-Fixed-Fee (term and completion), and Cost-Plus-Award-Fee basis resulting from this solicitation. Performance-based task orders will be used to the maximum extent practicable.

52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Carol Ferrante, DTS-852
55 Broadway
Cambridge, MA 02142-1093

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION

L.2.A. EXCLUSION FROM BIDDING

All Prime on-site service contractors with contracts that are currently in effect at the Volpe Center are urged to read their contract for guidance as to whether they are precluded from award as a Prime contractor or subcontractor under this OMNI functional area, Transportation Security Solutions (TSS).

L.2. B. AWARD EXCLUSION

1. If an Offeror is awarded a prime contract under the Full and Open TSS solicitation, the company cannot be a Prime contractor under the Small Business Set-Aside TSS solicitation.

2. Contractors may not act as both a Prime contractor and a subcontractor under this Full and Open TSS solicitation. Proposals involving such teaming arrangements will be excluded from consideration.

3. A Prime contractor in the Full and Open TSS solicitation may act as a subcontractor in the TSS Small Business Set-Aside. A Prime contractor in the TSS Small Business Set-Aside may act as a subcontractor in the Full and Open TSS solicitation.

L.2.C. PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than Cost; i.e., Past Performance, Staffing, Technical Understanding, and Approach to Management, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.2.D. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date.

Offerors must use the checklist provided. An incomplete or deficient proposal that precludes the Contracting Officer (CO) from completing the analysis, determining probable cost to the Government, or establishing the reasonableness of proposed costs, may be eliminated from consideration. The Offerors' and subcontractors' proposals must contain the necessary fixed fee, award fee, and profit factors for inclusion in resultant contracts.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

L.2.E. CONSISTENCY BETWEEN TECHNICAL PROPOSAL AND COST AND BUSINESS PROPOSAL

Offerors are required to demonstrate consistency between the labor costs shown in the Cost and Business Proposal and the labor resources included and evaluated in the Technical Proposal.

The labor rates shown on Schedule 6 and used to price the labor cost must be similar to the labor rates for persons whose resumes are submitted. Schedule 7 is a comparison of the category rates from Schedule 6 to the hourly rates for persons whose resumes were submitted.

L.2.F. EVALUATED LABOR LEVEL

The Government expects that most task orders will be performance based, and Offerors will be estimating required resources for task order performance consistent with the selected technical approach. However, for purposes of evaluating cost realism and to enable the CO to consider price at the time of basic contract award, Offerors are required to prepare the Cost and Business Proposal using the level-of-effort provided in Section L.4.A. **The level-of-effort of 208,700 hours represents about one year of the five-year requirement**. It is further subdivided on Schedule 6 into Cost-Plus-Fixed-Fee, Cost-Plus-Award Fee and Firm Fixed Price. This percentage apportionment is also based on the Government's best estimate.

Offerors are cautioned, however, that since the Government contemplates multiple contract awards from this solicitation, the amount of business that any one contractor will receive is not certain. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is unlikely that a single contractor will receive task order awards approaching the evaluated level-of-effort in any year.

L. 2.G. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference and site visit for all prospective Offerors will be held at the Volpe Center, 55 Broadway, Cambridge, Massachusetts 02142-1093, on February 11, 2004, at 10:00 A.M. local time. Questions will be answered relative to this procurement. Directions to the Volpe Center may be found at the Center's web site at http://www.volpe.dot.gov/about/visiting.html

All prospective Offerors are urged to attend this conference. Each prospective Offeror shall be limited to two (2) attendees. The names, titles, phone numbers and e-mail addresses of these attendees must be submitted in writing by letter, fax, or e-mail to the Contracting Officer, Carol Ferrante at the address below by 3:30 P.M. local time on February 6, 2004.

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Carol Ferrante, DTS-852
Ref: DTRS57-04-R-20011
55 Broadway
Cambridge, MA 02142-1093
Fax: (617) 494-3024
E-mail: Ferrante@volpe.dot.gov

Failure of a prospective Offeror to attend the conference will be construed to mean that the Offeror fully understands all requirements of the solicitation. Prospective Offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the specifications, terms, and conditions for this solicitation. All prospective Offerors are advised that at the conclusion of the conference, unless this solicitation is amended in writing, it will remain unchanged, and that if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment shall be applicable.

L.2.H. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than 3 calendar days after the pre-proposal conference. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Carol Ferrante, DTS-852
55 Broadway
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code DTS-852. Questions may also be submitted by e-mail to Ferrante@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED**. No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (http://www.volpe.dot.gov/procure/index.html) and no paper copies will be mailed to prospective Offerors.

L.2.I. COST AND BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion utilize a contractor to assist in the review of Cost and Business Proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL PROPOSAL AND COST AND BUSINESS PROPOSAL PREPARATION

L.3.A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are “Proposal Data - To Be Opened By Addressee Only.”

L.3.B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in three separate volumes as follows:

Volume I - Cost and Business Proposal

The Cost and Business Proposal must consist of the attached Standard Form 33, solicitation documents, cost information other than cost and pricing data, Small Business Subcontracting Plan, Contract Cost Control Plan, and evidence of Top Secret Facilities Clearance.

Volume II - Oral Presentation (Technical Understanding and Management Approach)

This volume must include hard copies of slides the Offeror intends to present.

Volume III - Past Performance and Staffing

Part A of this volume must include the required list of the Offeror’s current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the five most relevant contracts. Part B must identify the proposed Program Manager and Task Area Managers and include the required resumes.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

L.3.C. COPIES

You must submit three (3) copies of the Cost and Business Proposal (Volume I) and seven (7) copies each of the Technical Proposal (Volumes II and III). The Cost and Business Proposal must also be submitted on a 3 1/2-inch floppy disk or CD in a virus-free format compatible with Microsoft Excel Version 2000. Offerors should ensure that their subcontractors also submit the

required number of copies even if the subcontractor sends its proprietary proposal data directly to the Government.

L.3.D. PROPOSAL FORMAT

1. Introduction and Purpose

This section specifies the format which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written Technical Proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The fold-out will count as two pages.

The above restrictions do not apply to the cost/business proposal.

3. Page Limits

The maximum number of pages that may be submitted for the technical and Cost and Business Proposals are as follows:

Volume I - Cost and Business Proposal - No Limit

Volumes II and III - Technical Proposal (See Instructions for Technical Proposal in L.5.B below for specific limitations and format restrictions)

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

a. Title of proposal
b. Volume number and title
c. RFP number
d. Name and address of the Offeror
e. Copy number

6. Title Page

The title page which shall not count against the page limitation of the proposal of each volume shall include the following:

a. Title of proposal
b. Volume number and title
c. RFP number
d. Name, address, and telephone number of the Offeror
e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
f. Index

L.4 INSTRUCTIONS FOR COST AND BUSINESS PROPOSAL

L.4.A. INTRODUCTION

As previously stated in Paragraph L.2.D. and underscored here, the Government anticipates making award based on initial offers as provided in FAR 52.215-1(f)(4). A proposal that is incomplete or fails to include the required schedules along with convincing and supporting documentation may be eliminated from further consideration because discussions are not planned. During its evaluation, the Government may request clarifications; i.e., the correction of minor omissions or errors that do not alter the offer.

It is the Offeror's responsibility to ensure that its Cost and Business Proposal is sufficiently complete and comprehensive so that the following objectives may be accomplished without further dialogue:

- Evaluate "cost realism" as defined in FAR 15.404-1(d);
- Calculate probable cost in accordance with FAR 15.404-1(d) for use in best value determination;
- Provide the Government with cost, fixed fee, award fee, and profit information that will facilitate task order issuance;
- Evaluate the Offeror's Professional Compensation Plan in accordance with FAR 52.222-46;
- Evaluate Uncompensated Overtime in accordance with FAR 52.237-10;
- Ensure that the Offeror's Small Business Subcontracting Plan is consistent with the Government's objectives; and
- Ensure the Government that the Offeror has the ability to monitor and control costs during performance.

All information relating to cost or pricing must be included in Volume I of the proposal; under no circumstances shall cost or pricing data be included elsewhere in the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer.

To facilitate Cost and Business Proposal preparation, a Checklist is provided for use by the Prime Offeror and each subcontractor. The Checklist must be completed and submitted as part of the proposal.

For evaluation purposes, Offerors are required to propose estimated costs using the hours provided below. Hours should be apportioned between the Prime and its subcontractors in a manner consistent with the Offeror's technical proposal. The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required.

Labor Category	Annual Hours
Senior Staff	31,300
Middle Staff	31,300
Staff	31,300
Junior Staff	20,900
Senior Technician	52,200
Technician	41,700
Total	208,700
Administrative Staff (See L.4.D.)	Estimated by Offeror/Subcontractor

Although the task ordering period is five years, the Cost and Business Proposal instructions require that labor be priced out for evaluation purposes assuming a performance period of only one year, from July 1, 2004, to June 30, 2005.

RFP-stipulated amounts for travel and equipment are provided in the detailed instructions.

The Offeror must develop fixed fee, award fee, and profit on Schedule 5 that shows the percentages used. Those percentages will be incorporated into the resultant contract and will be used to calculate the maximum fixed fee, award fee, and profit at the task order level.

Any proposal whose overall fixed fee exceeds the 10 percent statutory limit will be eliminated from consideration. There is no statutory limit on the percent of award fee or profit.

If any of the Cost and Business Proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the CO within 14 calendar days of the issuance date of the RFP (see L.2.H.).

L.4.B. FORMAT

In addition to the requirements set forth in Section L.3, the Cost and Business Proposal shall be submitted in three sections as follows:

Section I - Solicitation Documents
Section II - Information Other Than Cost and Pricing Data
Section III - Business Proposal

L.4.C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments, and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.4.D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 10 should support it. In addition, as discussed in Paragraph L.2.E., Offerors should ensure consistency between the Technical and the Cost and Business Proposals.

All costs, rates, factors, assumptions, and calculations must be shown and supporting rationale and documentation included.

Direct Labor

On Schedule 6, provide the proposed unloaded hourly labor rates for the labor categories defined in Attachment J.4 - LABOR CATEGORY QUALIFICATIONS. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the Technical Proposal. If any individual's labor rate is 5 percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Current labor and salary data should be escalated to the performance period. Offerors should use 3.4 percent per annum to escalate its current data. If an alternative escalation factor is used, provide documentation and rationale. In either event, show all calculations.

Uncompensated Overtime

See Section G.13 - COST ACCOUNTING SYSTEMS. All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

Offerors cannot propose uncompensated overtime at the task order level if uncompensated overtime is not proposed for the basic contract. If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Uncompensated overtime will be evaluated in accordance with FAR 52.237-10.

Compensation for Professional Employees

FAR 52.222-46 - Evaluation of Compensation for Professional Employees (FEB 1993) is incorporated. Offerors must provide the information on compensation and fringe benefits required by the clause for evaluation by the Government.

Administrative Labor

The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. The types of labor activities and the rationale for the estimate must be included. Administrative labor that is not described and priced out will not be billable during performance without prior CO approval.

The following labor functions are not included in the Government's level-of-effort, and the Offeror should ensure that estimates for these activities are included in its proposal if direct recovery is anticipated: contract administration, subcontract administration, clerical and secretarial activity, work status reporting, financial reporting, and project reporting.

Labor Escalation

Offerors must escalate current payroll data to the performance mid-point and show all calculations. The recommended escalation factor is 3.4 percent per year. An Offeror who elects to use any other factor must provide the rationale for the factor.

Bid and Proposal Costs

Bid and proposal costs for task order proposal preparation will not be reimbursed as direct costs.

Other Direct Costs (ODCs)

There are two types of ODCs: (1) RFP-stipulated ODCs - those costs common to all Offerors which result from Government direction and which may not now be estimated, and (2) Offeror-estimated ODCs - those costs which vary from Offeror to Offeror and result from different accounting practices.

RFP-stipulated ODCs: Offerors should include the amounts shown in the following table. The travel and equipment amounts should be retained by the Prime. Both costs should be burdened in accordance with established practice as shown on the completed Schedule 9.

	Travel	Equipment
Cost-Plus-Fixed-Fee	$300,000	$3,300,000
Cost-Plus-Award-Fee	$100,000	$1,100,000
Firm-Fixed-Price	$100,000	$1,100,000

Offeror-estimated ODCs: Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 9. Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the contractor does not maintain and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the Prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Subcontracts

The Government anticipates that subcontracts will be predominantly Cost-Plus-Fixed-Fee except for consultants, which will be either time-and-material or labor hour. Cost-Plus-Fixed-Fee subcontractors should complete Schedule 2 (NOT Schedules 3 and 4). Consultant-type labor hour subcontractors should complete Schedule 2 (modify if necessary). Otherwise, subcontractors must submit a Cost and Business Proposal in accordance with the Cost and Business Proposal instructions in this section. All subcontractors must follow the same proposal instructions as the Prime except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement-type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor hour subcontracts shall follow the procedures specified in FAR Subpart 16.6.

The following information should also be provided for time-and-material or labor hour agreements (such as those with consultants): (1) details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) the result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) a signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) a rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work. The Offeror shall provide the names of the other consultants or subcontractors used in the comparison.

It is the responsibility of the Prime contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission regardless of whether the details are provided to the Prime Offeror

or separately to the Government. The Prime's review should be as detailed as the information provided by the subcontractor directly to the Prime permits.

Cost of Money

Include supporting calculations.

Fixed Fee, Award Fee, and Profit

The individual cost elements percentages used in both competitive and non-competitive task order proposal preparation during performance may be less than, but may not exceed, the percentages shown in Schedule 5. Those percentages must be used to develop fixed fee, award fee, and profit amounts in Schedules 2, 3, and 4. (See Paragraph H.9 - MAXIMUM FEE/PROFIT).

The Government considers fee and profit a function of competition, but may utilize the weighted guidelines method in TAM 1215.9 and TAM Appendix E to evaluate them for reasonableness. The Offeror's Cost and Business Proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors.

Accounting System

The Government does not anticipate requesting accounting system reviews before contract award. Offerors are ineligible to receive cost-type task orders until their accounting system has been approved by the cognizant audit agency, usually the Defense Contract Audit Agency (DCAA). Further, the Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor which does not have an approved accounting system. As the Government intends to make award without discussions, an Offeror must know the status of its subcontractors' accounting systems approvals and indicate how it will accommodate the inclusion of a subcontractor that does not have an approved accounting system without involvement of the Volpe Center.

On Schedule 1, indicate whether the Offeror's (i.e., the Prime or the subcontractor) accounting system has been audited and determined acceptable, audited and determined not acceptable, or never audited. Identify the Government agency that audited the accounting system and provide evidence if determined acceptable.

If the Offeror's accounting system has been audited and not accepted, provide details such as date of audit; deficiencies identified; corrective steps taken since disapproval; and reasons why approval of the accounting system is now assured. An Offeror who fails to provide this information may be eliminated from consideration.

If the Offeror's accounting system has never been audited, the Offeror must explain its understanding of the characteristics of an acceptable accounting system for Government cost-type contracts, describe the accounting system employed, identify the software package used, and indicate any other steps the Offeror has taken to ensure that Government approval will occur. An Offeror who fails to provide this information may be eliminated from consideration.

CHECKLIST FOR SCHEDULES

COST AND BUSINESS PROPOSAL CHECKLIST		
	Applicable to Subcontract	Proposal Page Number
Solicitation Documents	Yes	
Schedule 1: Proposal Cover Sheet	Yes	
Schedule 2: Summary of Proposed Costs and Fixed Fee	Yes	
Schedule 3: Summary of Proposed Costs and Award Fee	No	
Schedule 4: Summary of Proposed Costs and Profit	No	
Schedule 5: Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee, Award Fee, and Profit	No	
Schedule 6: Summary of Proposed Labor Cost	Yes, except labor hour	
Schedule 7: Labor Cost Realism Information	Yes	
Schedule 8: Allocation of Labor Hours	No	
Schedule 9: Indirect Rates and Factors	Yes, except labor hour	
Schedule 10: Subcontract Information	No	
Supporting documentation for labor rates including current salary information, escalation to performance period, road mapping to Offeror categories including compliance with education and experience requirements in J.1 - Labor Category Qualifications	Yes	
Administrative labor hours including types of labor activities and rationale for the hours included.	Yes	
Information describing accounting treatment of administrative and clerical labor	Yes	
Statement concerning uncompensated overtime and additional information if proposed.	Yes	
Professional Compensation Plan	No	
Estimate and rationale for Offeror-estimated Other Direct Costs	Yes	
All supporting documentation for indirect rates	Yes	
Cost of Money supporting calculations, if proposed	Yes	
Evaluations of subcontractor proposals	No	
Factors for CO's consideration in weighted guidelines fee objective	No	
Contract Cost Control Plan	No	
Information on accounting system and evidence of approval	Yes	
Evidence of Top Secret Facilities Clearance	No	

NOTE: Offerors may modify the following schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

SCHEDULE 1

PROPOSAL COVER SHEET			1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS			3c. TELEPHONE		3d. FACSIMILE	
2d. CITY	2e. STATE	2f. ZIP CODE	AREA CODE	NUMBER	AREA CODE	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT *(Check)* ☐ FFP ☐ CPFF ☐ CPIF ☐ OTHER ☐ CPAF ☐ FPI			5. ☐ PRIME OFFEROR ☐ SUBCONTRACTOR _____ PRIME OFFEROR'S NAME			

6. ESTIMATED COST, FEE AND PROFIT INFORMATION

A. ESTIMATED COST

B. FIXED FEE

C. AWARD FEE

D. PROFIT

E. TOTAL PRICE

7. PROVIDE THE FOLLOWING

NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER		PHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM	☐ Reviewed by cognizant contract administrative agency and determined acceptable ☐ Reviewed by cognizant contract administrative agency and determined not acceptable ☐ Never reviewed			APPROX DATE OF LAST AUDIT			
				PURPOSE OF AUDIT	(e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)		
PURCHASING SYSTEM	☐ Reviewed by cognizant contract administrative agency and determined acceptable; ☐ Reviewed by cognizant contract; administrative agency and determined not acceptable; ☐ Never reviewed			ACCOUNTING SYSTEM	☐ Audited and determined acceptable; ☐ Audited and determined not acceptable; ☐ Never audited		
				OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR *(Typed)*				9. NAME OF FIRM			
8b. TITLE OF OFFEROR *(Typed)*							
10. SIGNATURE				11. DATE OF SUBMISSION			

Schedule 2 - SUMMARY OF PROPOSED COSTS AND FIXED FEE

Offeror or Subcontractor Name:_____

COST ELEMENT	RATE %	AMOUNT
Direct Labor (from Schedule 6)		$
Fringe Benefits (if separate from overhead)	%	$
Overhead	%	$
Subcontracts:		
1.		$
2.		$
3.		$
4.		$
Total		$
Subcontract Burden (if separate)	%	$
Other Direct Costs (ODC):		
RFP-Travel		$300,000
RFP-Equipment		$3,300,000
Offeror-Estimated ODC		
ODC Burden (if separate)	%	$
SUBTOTAL		
G & A	%	$
Cost of Money (COM)		$
Total Costs and COM		$
Fixed Fee (from Schedule 5)		$
TOTAL PROPOSED COST AND FIXED FEE		$

Schedule 3 - SUMMARY OF PROPOSED COSTS AND AWARD FEE

Offeror Name:_____

COST ELEMENT	RATE %	AMOUNT
Direct Labor (from Schedule 6)		$
Fringe Benefits (if separate from Overhead)	%	$
Overhead	%	$
Subcontracts:		
1.		$
2.		$
3.		$
4.		$
Subcontract Burden (if separate)	%	$
Other Direct Costs (ODC):		
RFP-Travel		$100,000
RFP-Equipment		$1,100,000
Offeror-Estimated ODC		$
ODC Burden (if separate)	%	$
SUBTOTAL		$
G&A	%	$
Cost of Money (COM)		$
Total Costs and COM		$
Award Fee (from Schedule 5)		$
TOTAL PROPOSED COST PLUS AWARD FEE		$

Schedule 4 - SUMMARY OF PROPOSED COSTS AND PROFIT

Offeror Name:_____

COST ELEMENT	RATE %	AMOUNT
Direct Labor (from Schedule 6)		$
Fringe Benefits (if separate from Overhead)	%	$
Overhead	%	$
Subcontracts:		
1.		$
2.		$
3.		$
4.		$
Subcontract Burden (if separate)	%	$
Other Direct Costs (ODC):		
RFP-Travel		$100,000
RFP-Equipment		$1,100,000
Offeror-Estimated ODC		$
ODC Burden (if separate)	%	$
SUBTOTAL		$
G&A	%	$
Cost of Money (COM)		$
Total Costs and COM		$
Profit (from Schedule 5)		$
TOTAL PROPOSED COST AND PROFIT		$

Schedule 5 - ESTABLISHMENT OF MAXIMUM FACTORS AND CALCULATION OF PROPOSED AMOUNTS FOR FIXED FEE, AWARD FEE, AND PROFIT

Offeror Name:_____

Fixed Fee			
	Estimated Cost	Percentage (3)	Fixed Fee Dollars
Subcontracts, Equipment, and Travel Cost (1)	$	%	$
All Other Costs from Schedule 2 (2)	$	%	$
TOTAL	$		
TOTAL FIXED FEE DOLLARS (4)			$

Award Fee			
	Estimated Cost	Percentage (3)	Award Fee Dollars
Subcontracts, Equipment, and Travel Cost (1)	$	%	$
All Other Costs from Schedule 3 (2)	$	%	$
TOTAL	$		
TOTAL AWARD FEE DOLLARS (4)			$

Profit			
	Estimated Cost	Percentage (3)	Profit Dollars
Subcontracts, Equipment, and Travel Cost (1)	$	%	$
All Other Costs from Schedule 4 (2)	$	%	$
TOTAL	$		
TOTAL PROFIT DOLLARS (4)			$

(1) "Subcontracts, Equipment, and Travel Cost" should not include any Prime indirect burden.

(2) "All Other Costs" should include all remaining costs from Schedule 2, 3, or 4 except cost of money if proposed.

(3) "Percentage" is the fee or profit percentage the Offeror uses to develop fixed fee, award fee, and profit. The percentages will be incorporated into Paragraph H.9 of a resultant contract and will be used to calculate maximum fixed fee, award fee, or profit that an Offeror may propose at the task order level. Offerors may always bid less than the calculated maximum.

(4) Fixed fee, award fee, and profit on Schedules 2, 3, and 4 should be calculated on the tables above.

Schedule 6 - SUMMARY OF PROPOSED LABOR COST AND DISTRIBUTION OF LABOR COST BETWEEN COST PLUS FIXED FEE; COST PLUS AWARD FEE; AND FIRM FIXED PRICE

Offeror or Subcontractor Name: _____

Category	Hours	Unburdened Rate	Labor Cost
Senior Staff		$	$
Middle Staff		$	$
Staff		$	$
Junior Staff		$	$
Senior Technician		$	$
Technician		$	$
Administrative (specify)		$	$
Administrative (specify)		$	$
Total Direct Labor (*)			$
Cost Plus Fixed Fee Labor	To Schedule 2	60% of Total Direct Labor	$
Cost Plus Award Fee Labor	To Schedule 3	20% of Total Direct Labor	$
Firm Fixed Price Labor	To Schedule 4	20% of Total Direct Labor	$

* Prime Offerors continue down to apportion direct labor cost to Cost Plus Fixed Fee, Cost Plus Award Fee, and Firm Fixed Price Schedules 2, 3, and 4 respectively.

* Subcontractors go directly to Schedule 2 with Total Direct Labor.

Schedule 7 - LABOR COST REALISM INFORMATION

Prime or Subcontractor Name: _____

Labor Category: **Senior Staff**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Senior Staff from Schedule 6

Explain why the proposed labor rate for Senior Staff is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Labor Category: **Middle Staff**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Middle Staff from Schedule 6

Explain why the proposed labor rate for Middle Staff is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Labor Category: **Staff**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Staff from Schedule 6

Explain why the proposed labor rate for Staff is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Labor Category: **Junior Staff**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Junior Staff from Schedule 6

Explain why the proposed labor rate for Junior Staff is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Labor Category: **Senior Technician**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Senior Technician from Schedule 6

Explain why the proposed labor rate for Senior Technician is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Labor Category: **Technician**		
Resumed Person(s) Name(s)	Actual Current Labor Rate from Payroll Records	Labor Rate for Technician from Schedule 6

Explain why the proposed labor rate for Technician is realistic if any resumed person's actual current labor rate exceeds the category rate by more than 5%.

Schedule 8 - ALLOCATION OF LABOR HOURS

Prime Name: _____

	Senior Staff	Middle Staff	Staff	Junior Staff	Senior Technician	Technician	TOTAL
Prime							
Subcontractor A							
Subcontractor B							
Subcontractor C							
Subcontractor D							
Subcontractor E							
Subcontractor F							
TOTAL							
Per RFP	31,300	31,300	31,300	20,900	52,200	41,700	208,780

Schedule 9 - INDIRECT RATES AND FACTORS

Prime or Subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits (if separate from overhead)		
Contractor Site Overhead		
Subcontract Burden (if separate)		
ODC Burden (if separate)		
Other (specify)		
G & A		
Cost of Money		

Offeror or Subcontractor Fiscal Year Ends: _____

Schedule 10 - SUBCONTRACT INFORMATION

Offeror Name: _____

Subcontractor Name	Subcontract Type	Subcontract Value	Total Technical Hours	Total Admin Hours
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		Total $		

L.4.E. SECTION III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR clause number 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the Prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract is reasonable and does not exceed statutory limits. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the Prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the Technical and Cost and Business Proposals.

Since it is uncertain how much business each Prime contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an IDIQ basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the Prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed

for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a Prime contract other than what is reasonable to cover the varied requirements under this contract.

The contract type need not be consistent with the Prime for each task order. For example, it is reasonable to expect that Cost-Plus-Fixed-Fee subcontracts will be issued under cost-plus-award-fee task orders. In addition, when justified, labor hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's Cost and Business Proposal, and, for example, are not included under available fee under Cost-Plus-Award-Fee task orders. The Government anticipates that subcontracts will be predominantly Cost-Plus-Fixed-Fee except for consultants that will be either time-and-material or labor hour.

Information required for subcontract consent must be submitted as part of the Cost and Business Proposal. However, the Offeror may refer to information in its Cost and Business Proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

Subcontract Awards	Percent of Dollars Awarded
Awards to Small Businesses	30%
Awards to Small Disadvantaged Businesses	10%
Awards to Women-Owned Businesses	5%
Awards to HUBZone Businesses	3%
Awards to Service-disabled Veteran-Owned Businesses	3%

These goals are not intended to be mandatory but an Offeror is encouraged to keep these goals in mind when developing its subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward three of the five goals.

Top Secret Facilities Clearance

Offerors must state whether or not a Top Secret Facilities Clearance has been issued in accordance with Industrial Security Regulation DOD 5220.22R. Provide evidence of clearance.

L.5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

L.5.A. CONTENT

Your Technical Proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capabilities should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

L.5.B. PAGE LIMITS

The maximum number of pages that may be submitted is as follows:

1. Oral Presentation: There is no limit on the number of slides.

2. Past Performance: The total overall page limit for the summaries of the Offeror's five most relevant contracts is 30. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

3. Resumes: Resumes submitted may not exceed an average of 3 pages per resume.

L.5.C. PROCESS

The technical evaluation process has been designed to minimize the proposal and evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.

After the receipt of offers (proposals) by the Government, every eligible Offeror must make an oral presentation to the Government's Technical Evaluation Team. Paper copies of any slides to be used in the oral presentation must be submitted with the proposal. Offerors may not change their presentation slides or supporting written material after this submission. The Technical Evaluation Team will not be provided with copies of the slides or supporting written material until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

It is expected that the oral presentations will begin approximately 16 calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the presentation process will be dependent upon the number of acceptable proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the CO after receipt of proposals. Eligible Offerors will receive notification at least 10 calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time in writing. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the CO.

PARTS OF THE TECHNICAL PROPOSAL

PART 1 - ORAL PRESENTATION (VOLUME II)

TECHNICAL UNDERSTANDING AND MANAGEMENT APPROACH

Presentation

The oral presentation shall consist of two separate sections: (1) Technical Understanding and (2) Management Approach. The structured oral presentation shall not encompass proposed price, cost, or fee.

ORAL PRESENTATION SCHEDULE			
Evaluation Criteria	**Topic**	**Time Limit**	**Presenters**
Technical Understanding	Presentation of Technical Understanding *	40 minutes	Program Manager and/or any of the Task Area Managers
Technical Understanding	Structured Questions and Answers on Technical Understanding	20 minutes	Presenters from above
Break			
Management Approach	Presentation of Management Approach **	20 minutes	Program Manager and/or any of the Task Area Managers
Management Approach	Structured Questions and Answers on Management Approach	10 minutes	Presenters from above

*** Technical Understanding**

In order to allow a complete evaluation, the Offeror shall use the presentation to describe how it plans to meet the requirements of the contract and to demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish the range of tasks described in the SOW. Additionally, the Offeror shall also discuss the critical technical issues in the SOW. The Offeror will have up to 40 uninterrupted minutes to make its presentation upon the CO's direction to begin. The CO will strictly enforce the 40-minute time limit. The presentation shall begin with the Program Manager's introduction of himself/herself and the Task Area Managers by name, position, and company affiliation. Following the presentation, there will be a structured question-and-answer session related to the Government's requirements and program objectives.

**** Management Approach**

In order to allow complete evaluation of the Offeror's capability to effectively and efficiently manage the work represented by this contract, the Offeror shall describe its approach to forming teams as task orders arise and its approach to managing task orders, including those that are issued as performance based. Additionally, the Offeror shall describe its approach to managing changes that impact cost and schedule (configuration management). The Offeror will have up to

20 uninterrupted minutes to make its presentation upon the CO's direction to begin. The CO will strictly enforce the 20-minute time limit. Following the presentation, there will be a structured question-and-answer session related to the Government's requirements and program objectives.

Facilities and Presentation Media:

All presentations will take place at the Volpe Center, 55 Broadway, Cambridge, Massachusetts, in a meeting room sufficiently large to hold 20 people. The Offeror will present from the front of the room. The Government will videotape the presentations. The Government will provide a viewgraph overhead projector and screen for overhead slides; however, the Offeror may use its own equipment or media. If an Offeror brings its own equipment, it does so at its own risk. An Offeror's oral presentation appointment will not be rescheduled due to failure of its equipment. Therefore, as a back-up, Offerors must prepare 8 1/2-inch by 11-inch overhead slides to provide visual support for their presentation.

NOTE: Due to internal Volpe Center security procedures for equipment being brought into the Volpe Center, Offerors must arrive a minimum of 30 minutes in advance of their scheduled presentation time.

It is preferred that slide text conform to the following or other similar type face easily readable in an overhead presentation format.

Font: Times New Roman
Size of heading font: 44 points
Size of main text line font: 32 points
Size of subtext line font: 28 points
Lines of text per slide (i.e. number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to content, and to reduce the cost of presentation media. Offerors may place the company name and logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides as stand-alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest.

The Offeror must include in Volume II a matrix detailing how the Offeror has allocated the level-of-effort required, showing hours by names of individuals for whom resumes have been submitted and the team composition (Prime and subcontractors) using the RFP labor category descriptions. The matrix must be consistent with Schedules 6 and 7 in the Cost and Business Proposal and be identical to or consistent with the allocation matrix in the Cost and Business Proposal. In addition to the matrix, the Offeror may submit written information in support of and consistent with its oral presentation. All additional written material must be addressed and discussed during the presentation and will not be evaluated as stand-alone documents. Therefore,

charts and matrixes with narrative minimized are preferred. The written material, including the matrix described above, shall not exceed five pages.

The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

Participants and Attendees:

The Offeror's presentation must be made by the proposed Program Manager and individuals identified as Task Area Manager(s) in the task areas and for whom resumes have been provided. The Offeror may bring no more than six persons to the oral presentation, including no more than two non-presenting Offeror officials or employees. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation, including responding to questions, unless these individuals have been proposed to play a role as Program Manager or Task Area Manager. During the question-and-answer session, all questions will be directed to the proposed Program Manager who may direct one or more of the Task Area Managers to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal for this procurement shall not be allowed to participate. At the time of the notification of the date and time for its presentation, an Offeror will be informed by the CO if any of its proposed Task Area Managers are ineligible to participate. Substitutions for Task Area Managers will be allowed only for special circumstances approved by the CO.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the CO, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

PART 2 - PAST PERFORMANCE (VOLUME III)

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20 percent of the hours in the Cost and Business Proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals and it shall be clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Offeror may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance. Among the factors to be considered is the past performance of large business concerns in complying with Subcontracting Plan goals for small disadvantaged business concerns.

The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all Prime contracts with a value over $1,000,000 with the Federal Government. If the Offeror can demonstrate that including information on all Prime contracts with the Federal Government over $1,000,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded

and what process was utilized to ensure that all Prime contracts with the Federal Government over $1,000,000 relevant to the Statement of Work were included. In addition, the list must include those applicable contracts reflecting the involvement of the proposed Program Manager or Task Area Managers. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the Prime contractor. Include the following information for each contract:

1. Name and address of customer
2. Contract number
3. Contract type
4. Total contract value
5. Description of contract work
6. Contracting Officer's address, telephone number and e-mail address
7. Contracting Officer's Technical Representative's address, telephone number and e-mail address
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
9. List of major subcontractors
10. Assessment of relevance to requirements identified in this solicitation.
11. Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant**.**

From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts by no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: http://cps.od.nih.gov/files/standardreport.doc.

This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for the proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this factor. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other

Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) that is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

Offerors must send a Client Authorization Letter, included below as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references by no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 30. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[*Company Name*]
[*Street Address*]
[*City, State/Province Zip/Postal Code*]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. DTRS57-04-R-20011 for the procurement of Transportation Security Solutions (TSS). The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to
_____.
(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]

cc: [*Name*]

PART 3 - STAFFING (VOLUME III)

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the task area requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

Program Manager

The Offeror must identify the individual who will serve as the overall Program Manager for this contract and who will be identified under the Key Personnel clause in Section I.7. - KEY PERSONNEL AND/OR FACILITIES. The individual's resume shall be submitted in accordance with the requirements outlined below.

Task Area Manager(s)

The Offeror must identify the individual(s) who will serve as a Task Area Manager for this contract and who will be identified under the Key Personnel clause in Section I.7. - KEY PERSONNEL AND/OR FACILITIES. A proposed Task Area Manager must be identified for each of the three major task areas identified in the Section C.2. of the Statement of Work. An individual may be a Task Area Manager for more than one task area. One or more of the Task Area Managers may be personnel from subcontractors if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for the proposed Task Area Manager(s) in accordance with the requirements outlined below. The resume shall identify which task area is being covered by the Task Area Manager. A Task Area Manager is a role, not a labor category. As such, a Task Area Manager may come from any labor category.

Proposed Technical Staff

The purpose of this subfactor is to assess the capability of the Offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the level of technical expertise, education, and training of the proposed staff.

In addition to the resumes of the proposed Program Manager and Task Area Managers, described above, Offerors shall submit resumes that are representative of the following labor categories as defined in Attachment J.4 - LABOR CATEGORY QUALIFICATIONS:

Labor Category	No. of Resumes
Senior Staff	10
Middle Staff	6
Staff	2
Junior Staff	2
Senior Technician	3
Technician	2

Resume Format

Resumes for the proposed Program Manager and the technical staff must be representative of, and consistent with, the Offeror's proposed labor cost presented in the Cost and Business Proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable. Relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

No more than 29 resumes (inclusive of the Program Manager and Task Area Managers) can be submitted in accordance with the above breakdown.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.A. BASIS FOR AWARD

Award will be made to those responsive and responsible Offerors whose offers provide the best value to the Government based on the Technical Proposal, the Cost and Business Proposal, and other factors as listed elsewhere in Section M. The Government intends to make a total of four to six awards but reserves the right to make fewer or more awards if it is in the best interest of the Government. It is the Government's intent to make award(s) based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the CO will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.1.B. ORDER OF IMPORTANCE

The technical evaluation factors that are addressed in the Technical Proposal, when combined, are significantly more important than cost in the selection of a contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the Cost and Business Proposal. As the difference in ratings of submitted Technical Proposals decreases, the importance of evaluated cost will increase. When the Technical Proposals are evaluated as essentially equal, cost may become the determining factor in making an award.

M.2 TECHNICAL PROPOSAL EVALUATION

M.2.A. GENERAL

The Offeror's Technical Proposal will be evaluated in accordance with the factors described below.

The first factor (Technical Understanding) is more important than each of the remaining three factors (Management Approach, Past Performance and Staffing). The second factor (Management Approach) is of lesser importance than the first factor, but more important than the third and fourth factors. The third and fourth factors (Past Performance and Staffing) are of equal importance.

M.2.B. FACTORS FOR EVALUATION

The factors for evaluation are described below.

> Technical Understanding. Evaluation of this factor will be based on an oral presentation by the Program Manager and the Task Area Manager(s) identified above under Staffing. The purpose of this factor is to assess the Offeror's technical understanding of the requirements of the Statement of Work (SOW), in particular its experience in addressing the critical technical issues in the major task areas.

Management Approach. The purpose of this factor will based on an **oral presentation** by the Program Manager and the Task Area Manager(s) identified above under Staffing. The purpose of this factor is to evaluate the Offeror's approach to (1) experience in managing task order contracts, (2) teaming at the task level, and (3) configuration management. These three subfactors are of equal importance.

Past Performance. The purpose of this factor is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history (past three years) on tasks of the type and complexity described in the SOW. This factor includes assessment of (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations, including compliance with Subcontracting Plan goals for small business, small disadvantaged, and women-owned business concerns. These subfactors are of equal importance.

Only relevant past performance history will be considered. The Government will determine relevance of past performance information based on the similarity of the nature of the previous work to the current requirement (See Section C, Statement of Work), the dollar value of the previous efforts (i.e., equal to or greater than $1,000,000), and the currency of the prior work (i.e., within the past three years) (See Section L, page 96).

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

Staffing. The purpose of this factor is to assess (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Task Area Manager(s) in each of the three major task areas of the SOW, and (3) the depth and breadth of technical staff available in terms of experience, qualifications, and education relevant to the SOW. These three subfactors are of equal importance.

M.3 COST AND BUSINESS PROPOSAL EVALUATION

The Cost and Business Proposal will not be numerically scored. Proposed costs, fixed fee, award fee, and profit will be evaluated to establish that they are fair and reasonable and that they demonstrate cost realism. Cost realism, as discussed in FAR 15.404-1(d), will be conducted on all Contract Line Items. The Government will calculate probable cost that shall be used to determine best value and will be used in the selection decision.

The following factors are additional Cost and Business Proposal considerations, not necessarily in order of importance.

- Competitiveness of the proposed fixed fee, award fee, and profit, which may be evaluated using weighted guidelines techniques as described in the Transportation Acquisition Manual (TAM). (A proposal that includes fee in excess of the statutory limits may be eliminated from consideration.);
- Compensation of professional employees will be evaluated in accordance with Section L, FAR 52.222-46;
- Uncompensated overtime, if any, will be evaluated in accordance with Section L, FAR 52.237-10;

- Acceptability of the cost control plan;
- Risks associated with a proposal that fails, or partially fails, to satisfactorily and convincingly support its proposal; and
- Acceptability of the Small Business Subcontracting Plan if applicable (Section I, FAR 52.219-9).

ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

MONTHLY TASK ORDER COST REPORT FOR PRIME CONTRACTOR											
Contractor: ABC Company											
Task Order #		Title									
Task Order Start Date:			**Task Order Value**				**Funding Obligated to Date**				
Period of Performance:			Cost	$-			Cost	$-	$-		
Reporting Period:			Fee	$-			Fee	$-	$-		
			CPFF	$-			CPFF	$-	$-		
	TOTAL TASK										
CATEGORY	***ORDER VALUE***		***PRIOR PERIOD***		***CURRENT PERIOD***		***CUMULATIVE AMOUNT***			***PERCENT TO DATE***	
Labor Hours	***Hours***	***Dollars***	***Hours***	***Dollars***	***Hours***	***Dollars***	***Hours***	***Dollars***		***Hours***	***Dollars***
Senior Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Middle Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Junior Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Senior Technician	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Technician	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Subtotal Professional	*0.00*	*$-*	0.00	*$-*	*0.00*	*$-*	*0.00*	*$-*			
Administrative	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Total all Labor	*0.00*	*$-*	*0.00*	*$-*	*0.00*	*$-*	*0.00*	*$-*			
Estimated Labor Cost											
Direct Labor + Fringe		$-		$-		$-		$-			
Indirects (O/H, G&A, etc.)		$-		$-		$-		$-			
Travel		$-		$-		$-		$-			
Subcontractors		$-		$-		$-		$-			
Subcontract Admin.		$-		$-		$-		$-			
Purchases - ODCs		$-		$-		$-		$-			
Total Estimated Cost											

MONTHLY TASK ORDER COST REPORT FOR SUBCONTRACTOR											
Subcontractor: XYZ Company											
Task Order #		Title									
Task Order Start Date:			**Funding Obligated to Date**								
Period of Performance:			Cost	$-							
Reporting Period:			Fee	$-							
			CPFF	$-							
	TOTAL TASK ORDER										
CATEGORY	***ALLOCATED VALUE***		***PRIOR PERIOD***		***CURRENT PERIOD***		***CUMULATIVE AMOUNT***			***PERCENT TO DATE***	
Labor Hours	***Hours***	***Dollars***	***Hours***	***Dollars***	***Hours***	***Dollars***	***Hours***	***Dollars***		***Hours***	***Dollars***
Senior Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Middle Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Junior Staff	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Sr Technician	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Technician	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Subtotal Professional	*0.00*	*$-*	0.00	*$-*	*0.00*	*$-*	*0.00*	*$-*			
Administrative	0.00	$-	0.00	$-	0.00	$-	0.00	$-			
Total all Labor	*0.00*	*$-*	*0.00*	*$-*	*0.00*	*$-*	*0.00*	*$-*			
Estimated Labor Cost											
Other Direct Costs		$-		$-		$-		$-			
ODC		$-		$-		$-		$-			
Travel		$-		$-		$-		$-			
Total Est Cost											

ATTACHMENT J.2 - CONTRACTOR PERFORMANCE REPORT

CONTRACTOR PERFORMANCE REPORT

Host Agency:	Report Type:	Report Date: From: To:	
Evaluating Organization:	Contracting Office:	Contract Number:	Order Number:

Contractor Name and Address:	TIN: DUNS: SIC/NAICS: Commodity Code: Contract Type:

Contract Award Date:	Contract Expiration Date:	Contract Value:

Description of Requirement:

RATINGS

Quality of Product or Service

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Quality of Product or Service

Cost Control

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Cost Control

Timeliness of Performance

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Timeliness of Performance

Business Relations

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating:

Government Comments for Business Relations

Subcontracts

Are subcontracts involved ?
Government Comments for Comment on subcontracts

Contractor Key Personnel

Contractor Manager/Principal Investigator

Government Comments for Contractor Manager/Principal Investigator

Contractor Key Person

Government Comments for Contractor Key Person

Contractor Key Person

Government Comments for Contractor Key Person

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan?
If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?
Government Comments for Comments on Small Business Subcontracting Plan

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications?

Government Comments for Meeting SDB Subcontracting Requirements

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan?
If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?

Government Comments for Comments on Small Business Subcontracting Plan

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications?

Government Comments for Meeting SDB Subcontracting Requirements

Customer Satisfaction

Is/was the contractor committed to customer satisfaction?

Government Comments for Customer Satisfaction

Project Officer/COTR

Phone: Ext: Fax:
Internet Address:

Government Comments for Overall Comment

Phone: Ext: Fax:
Internet Address:

Contractor Representative

Phone: Ext: Fax:
Internet Address:

Summary Ratings:
Quality of Product or Service Rating :
Cost Control Rating :
Timeliness of Performance Rating :
Business Relations Rating :

CONTRACTOR COMMENTS

Contractor's Comments for Quality of Product or Service

Contractor's Comments for Cost Control

Contractor's Comments for Timeliness of Performance

Contractor's Comments for Business Relations

Contractor's Comments for Comment on subcontracts

Contractor's Comments for Contractor Manager/Principal Investigator

Contractor's Comments for Contractor Key Person

Contractor's Comments for Contractor Key Person

Contractor's Comments for Comments on Small Business Subcontracting Plan

Contractor's Comments for Meeting SDB Subcontracting Requirements

Contractor's Comments for Customer Satisfaction

Contractor's Comments for Overall Comment

OMB CLEARANCE NO. 9000-0142
SOURCE SELECTION INFORMATION/CONFIDENTIAL

ATTACHMENT J.3 - DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

b. LEVEL OF SAFEGUARDING REQUIRED

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

	a. PRIME CONTRACT NUMBER	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	Due Date *(YYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

	a. **ORIGINAL** *(Complete date in all cases)*		Date *(YYMMDD)*
	b. **REVISED** *(Supersedes all previous specs)*	Revision No.	Date *(YYMMDD)*
	c. **FINAL** *(Complete Item 5 in all cases)*		Date *(YYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? ☐ YES ☐ NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☐ YES ☐ NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
f. SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
g. NATO INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
h. FOREIGN GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITED DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER *(Specify)*		
k. OTHER *(Specify)*					

DD Form 254, DEC 90 (EG) *Previous editions are obsolete.* (MS Word 4/96)

12. PUBLIC RELEASE Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☐ Through *(Specify)*

13. SECURITY GUIDANCE. The security classifiection guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)* ☐ Yes ☐ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)* ☐ Yes ☐ No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*

d. ADDRESS *(Include Zip Code)*	**17. REQUIRED DISTRIBUTION**
DOT/RSPA/Volpe National Transportation Systems Center 55 Broadway Cambridge, MA 02142	☐ a. CONTRACTOR ☐ b. SUBCONTRACTOR ☐ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. SIGNATURE	☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION ☐ e. ADMINISTRATIVE CONTRACTING OFFICER ☐ f. OTHERS AS NECESSARY

DD Form 254 Page Two, Dec 90 (EG) (MS Word 4/96)

ATTACHMENT J.4 - LABOR CATEGORY QUALIFICATIONS

TRANSPORTATION SECURITY SOLUTIONS

Senior Staff - to perform successfully in this capacity, the individual must meet one of the following combinations of education and experience:

A Ph.D. degree in a discipline directly related to the Statement of Work (SOW) plus six (6) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

A Master's degree (M.S., M.A., or M.B.A.) in a discipline directly related to the SOW plus eight (8) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

Bachelor of Science (B.S.) degree plus ten (10) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

Middle Staff - to perform successfully in this capacity, the individual must meet one of the following combinations of education and experience:

M.S., M.A., or M.B.A. degree plus three (3) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

Bachelor’s degree plus five (5) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

Staff

Bachelor’s degree plus two (2) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the SOW.

Junior Staff

Bachelor's degree in a field of study directly related to the SOW.

Senior Technician

A minimum of five (5) years of progressively increasing responsibility in disciplines and/or projects related to the SOW is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of two (2) years of progressively increasing responsibility in disciplines and/or projects related to the SOW is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

NOTE: In addition, the contractor may, at the task order level and on a case-by-case basis, offer to the Contracting Officer a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS

Labor Category	Years of Experience	Degree
Senior Staff	6	Ph.D.
	8	MS/MA/MBA
	10	BS
Middle Staff	3	MS/MA/MBA
	5	BS
Staff	2	BS
Junior Staff	0	BS
Senior Technician	5	None*
Technician	2	None*

*Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.