

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 67
2. CONTRACT (Proc. Inst. Ident.) NO. 6913G619D300022		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY VOLPE NAT'L TRANSPORTATION SYS CNTR 55 Broadway Cambridge MA 02142-1001	CODE 6913G6	6. ADMINISTERED BY (If other than Item 5) CODE		
		SCD-C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) CHANGEIS INC Attn: VOLPE 5SC30 1530 WILSON BOULEVARD # 340 ARLINGTON VA 22209-2447		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
		ITEM

CODE	FACILITY CODE	11. SHIP TO/MARK FOR See Individual Task Orders	12. PAYMENT WILL BE MADE BY DOT/FAA Enterprise Services Center volpeinvoices@faa.gov
	IDIQ		VOLPE NATL ACCTG OF

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)		14. ACCOUNTING AND APPROPRIATION DATA See Schedule	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
			15E. UNIT PRICE
			15F. AMOUNT
Continued			
15G. TOTAL AMOUNT OF CONTRACT			\$8,154,048.95

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>6913G619R200032</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
6913G619D300022

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NAME OF OFFEROR OR CONTRACTOR
CHANGEIS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00100	<p>DUNS Number: 831851113 Contract 6913G619D300022 Support for Communications and Operations Research and Analysis (SCOAR) - Independent Technical Support Services</p> <p>SBA Requirement No. WH155197870N IT Related Pur: YES Accounting Info: 0000000000.0000.0000000000.0000000000.00000.000000 00.0000000000.0000000000.0000000000.0000000000 FOB: Destination Period of Performance: 09/09/2019 to 09/08/2023</p> <p>Support for Communications and Operations Research and Analysis - Independent Technical Support Services Requisition No: V3002021</p> <p>Accounting Info: 0000000000.0000.0000000000.0000000000.00000.000000 00.0000000000.0000000000.0000000000.0000000000 \$8,154,048.95 (Subject to Availability of Funds)</p>				8,154,048.95

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONTRACT TYPE (OCT 2015)

- A. This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) task order type contract. Work will be placed under this contract through the issuance of task orders.
- B. Task orders may be issued on a Firm-Fixed-Price (FFP) basis in accordance with Federal Acquisition Regulation (FAR) 16.202. Task orders may also be issued on a Cost-Plus-Fixed-Fee (CPFF) completion, or CPFF term basis in accordance with FAR 16.306 (d) and on a Time and Material (T&M) and Labor Hour (LH) FAR 16.601 and FAR 16.602. Task order type shall be determined and issued at the Task Order Contracting Officer's (TOCO) discretion consistent with the guidelines provided in Part 16 of the FAR. Performance-based task orders will be used to the maximum extent practicable.
- C. The Contract Line Item Number (CLIN) structure provided in Subsection B.4 below establishes CLIN 0100 for Independent Technical Support Services (ITSS) as outlined in the Statement of Work (SOW) (Section C). Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPFF completion, and CPFF term, and T&M/LH tasks. In general, these terms and conditions are clear on their face with regard to applicability.

B.2 CONTRACT LIMITATIONS (DEC 2014)

- A. Contract Award: Contract Number 6913G619D300022 has been awarded under the U.S. Department of Transportation (USDOT), Volpe National Transportation Systems Center (Volpe Center), Solicitation 6913G619R200032 CLIN 0200. The value of all task orders placed under this contract shall not exceed \$8,154,048.95.

Minimum Guarantee: The guaranteed minimum of the contract is \$2,500, which will be met with with the issuance of the first Task Order for Transition.

B.3 CONTRACT SCOPE (JAN 2010)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all supplies and facilities (for off-site task orders only), personnel, materials, support, and management necessary to provide the services required under this contract. The scope of this effort is defined in the Statement of Work (SOW) (see Section C). Specific work requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS (APR 2019)

B.4.1 Master Contract Line Items (CLINs)

The Contractor(s) shall provide resources capable of performing the necessary communications and operations research and analysis (ORA) services to support a variety of Volpe Center transportation and logistics projects. The Support for Communications and Operations Research and Analysis (SCOAR) functional areas support a broad project base covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of SCOAR sub-areas, in accordance with the SOW in Section C.2.A.1, and other terms and conditions of

CONTRACT 6913G619D300022
SCOAR INDEPENDENT TECHNICAL SUPPORT SERVICES

this contract through individual task orders issued under the resulting master contract.

CLIN	Supplies/Services	Qty.	Unit	Unit Price	Ceiling Amount/Total Estimated Amount
0100	INDEPENDENT TECHNICAL SUPPORT SERVICES	1	JOB		\$8,154,048.95

**Performance-based task orders will be used to the maximum extent practicable.*

B.5 LEVEL OF EFFORT – ID/IQ

The total level of effort (LOE) estimated to be ordered during the term of this contract is shown in the table below:

Labor Category	Contract Period 1 (10/1/2019 – 12/31/2019)	Contract Period 2 (Calendar Year 2020)	Contract Period 3 (Calendar Year 2021)	Contract Period 4 (Calendar Year 2022)	Contract Period 5 (1/1/2023 – 9/30/2023)	Total
Program Manager	470	1,880	1,880	1,880	1,410	7,520
PMO Support	470	1,880	1,880	1,880	1,410	7,520
Professional Analyst	470	1,880	1,880	1,880	1,410	7,520
Professional Specialist	235	940	940	940	705	3,760
Senior Analyst	1,175	4,700	4,700	4,700	3,525	18,800
Senior Specialist	1,292	5,170	5,170	5,170	3,878	20,680
Middle Analyst	235	940	940	940	705	3,760
Middle Specialist	705	2,820	2,820	2,820	2,115	11,280
Junior Analyst	235	940	940	940	705	3,760
Junior Specialist	235	940	940	940	705	3,760
Total Level of Effort	5,522	22,090	22,090	22,090	16,568	88,360

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

SUPPORT FOR COMMUNICATIONS AND OPERATIONS RESEARCH ANALYSIS (SCOAR) SUPPORT SERVICES

C.1 BACKGROUND

The U.S. Department of Transportation (DOT) established the John A. Volpe National Transportation Systems Center (Volpe Center) in 1970 to serve as a Federal resource positioned to provide world-renowned, multidisciplinary, multimodal transportation expertise on behalf of the U.S. DOT's operating administrations, the Office of the Secretary, and external organizations. The Volpe Center's extensive cross-modal partnerships have led to innovative solutions that have advanced national and global/international transportation systems for the public good. As a leader in transportation systems, analysis, and innovation, the Volpe Center is flexible and responsive to the needs and strategic goals of the U.S. DOT and the priorities of the Secretary of Transportation.

The Volpe Center's wide scope of capabilities include:

Safety and Security Assessments: Conducting assessments of safety programs across all modes and developing methods and models to measure the effectiveness of safety initiatives.

Applied Data Science: Using advanced data and image analysis, and visualization tools and methods, to help solve transportation challenges.

Human Factors Research and Design: Pioneering new relationships between humans and policies, processes, automation, and technologies, to improve transportation safety, security, and productivity with due concern for unintended consequences.

Economic and Policy Analysis: Leveraging multimodal policy, economic expertise, and understanding of U.S. DOT and the transportation industry to support policies that achieve U.S. DOT and sponsor goals.

Systems and Infrastructure Modernization and Optimization: Improving the safety and efficiency of vehicles, systems, and infrastructure on national and global transportation networks.

Engineering and Technology Deployment to Enhance Transportation: Performing engineering and safety analyses of air, surface, and marine systems and infrastructure to help prepare the nation for future transportation systems.

Impartial Investigations and Program Evaluations: Providing an objective federal perspective in assessing crashes, data, and research and program effectiveness to inform decision making and future actions.

Knowledge Transfer and Capacity Building to Maximize Impact: Scaling best practices to quickly address new topics and strengthening the capacity of the transportation workforce through education and training.

The U.S. DOT Volpe Center (located in Cambridge, Massachusetts) supplements its world-class Federal team with contractors and subject matter experts, forming a collaborative and vibrant culture of thought leadership and meaningful engagement in professional and technical expertise to anticipate and address emerging and future challenges.

C.2 SCOPE OF WORK

The objective of this master contract is to provide Support for Communications and Operations Research Analysis (SCOAR) to a variety of Volpe Center projects that cut across all modes of transportation for the DOT and for non-DOT organizations, including state and local governments. Due to the changing nature of the extensive and diverse portfolio of projects, resources must be easily accessible and flexible in terms of skill sets required. The workforce must be responsive to changing project requirements and quickly provide Communications and ORA capabilities that will enable the Volpe Center to take advantage of opportunities for new work.

The Contractor shall provide SCOAR technical support services to the Volpe Center in the following areas:

Independent Technical Support Services (ITSS)

- Knowledge Management
- Web Design and Content Management
- Strategic Framework: Strategic Planning and Organizational Management
- Business Process Redesign
- Customer Satisfaction Assessment

C.2.A SCOAR SUPPORT SERVICES

The Contractor shall provide resources capable of performing the necessary SCOAR functions in response to project requirements presented by the Volpe Center. The SCOAR functional areas support a broad project base covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of SCOAR sub-areas. Project requirements vary widely in scope, cost estimates, and schedules. Volpe Center projects require specialized knowledge of a wide variety of national transportation system modes (i.e., aviation, surface transportation, marine, pipeline, and rail systems).

The Contractor shall provide a workforce with capabilities and experience relating to existing technologies and methodologies that address current transportation systems issues, as well as cutting edge technologies and methodologies that show promise in transforming the future of the transportation systems enterprise. The Contractor(s) must bring a strong knowledge of and experience in transportation systems and functions to the work requirements outlined below:

- Independent Technical Support Services (ITSS)

The Independent Technical Support Services functional area provides expertise services supporting various program and project initiatives across the organization.

C.2.A.1 INDEPENDENT TECHNICAL SUPPORT SERVICES (ITSS)

The following sub-areas are included as part of the overall SCOAR support covered by this requirement:

- Knowledge Management
- Web Design and Content Management
- Strategic Framework: Strategic Planning and Organizational Structures
- Business Process Redesign
- Customer Satisfaction Assessment

The descriptions that follow outline the general work requirements typical in each sub-area, not actual task orders.

C.2.A.1.1 Knowledge Management

Work in this sub-area involves supporting the internal organization knowledge management activities of the Volpe Center. Knowledge management activities enhances the Volpe Center's ability to capture all information about programs, processes, staff, and customers. This information conveys the institutional history of the Volpe Center. The institutional history is comprised of internal deliverables such as Volpe workforce planning studies, customer evaluation summaries, etc.; external deliverables for our direct-sponsored customers such as studies, assessments, reports, etc.; business processes, and customer relationships. Work in this sub-area typically includes but is not limited to the following support: Volpe Center staff career interviews, management of customer contact information, listing of external deliverables to sponsor customers, and documentation of internal business processes and practices.

C.2.A.1.2 Web Design and Content Management

Work in this sub-area shall provide web design and content management services to support Volpe Center projects and programs. These services typically include, but are not limited to, the following:

- Web page/site design, updates, content management, and maintenance for public and password-protected sites, including SharePoint
- Coding of webpages

Work in this area shall include design and content management of web pages for a wide variety of projects and Volpe Center organizations. Web pages shall be designed using industry and Government best practices to optimize site usability and accessibility. Specific guidelines include but are not limited to the Department of Transportation's (DOT) Office of the Chief Information Officer Policy Program Documents (<https://www.transportation.gov/digitalstrategy/policyarchive/Policy-Program-and-Archive>) and applicable standards including <https://www.transportation.gov/web-standards>; Section 508 of the Rehabilitation Act; Office of Management and Budget (OMB) Policies for Federal Agency Public Websites; Research-Based Web Design and Usability Guidelines; and the Volpe Center's Writing Style Guide, Volpe Brand Standards Guide, and Web Style Guide contained in the Volpe Communications Toolkit.

C.2.A.1.3 Strategic Framework: Strategic Planning and Organizational Management

This sub-area covers strategic system and/or program planning with work efforts focused on informing Volpe Center organizational policy, programs and decision making. Topics may involve present systems and technologies; policy guidance concerning future system directions; system synthesis and analysis; and a number of budget, legal, and management factors. In general, these efforts will assist Volpe Center Senior Leadership in making decisions concerning the need for, timing of, and expected adequacy of proposed business systems and programs. This task area also includes activities whose primary purpose is to develop groups and organizations in ways that increase their effectiveness and managing transitions from a current to a desired future state including change management and facilitation.

C.2.A.1.4 Business Process Redesign

This sub-area will support the successful implementation of new or changing processes, organizations, and/or technology. This work area requires expertise in visioning and strategy, planning, designing and developing tools, and implementing the business process change to improve efficiency and effectiveness, and overall organizational performance. Work will include organizational assessment, project definition, current state analysis, future state design, facilitation, implementation, and process management relying on expertise in enterprise process modeling, organizational change management, performance measurement, data gathering and analysis, benchmarking, and implementation planning. The work also includes communications plans, employee

engagement strategies, and change process recommendations.

C.2.A.1.5 Customer Satisfaction Assessment

This sub-area involves the design, implementation, and evaluation of customer satisfaction assessments and surveys. This work area requires expertise in survey methods and tools. Tasks may include survey design, maintenance of respondent lists, collection of assessment and survey responses, analysis of surveys and assessments, and presentation of assessment findings. Work may involve interaction with both internal and external customers.

C.2.B CONTRACT MANAGEMENT AND ADMINISTRATION SERVICES

The Contractor shall perform the necessary management and administration functions required for effective performance of the contract and task orders. The Contractor shall provide effective leadership, planning, management, quality control, direction, and supervision of work activities and personnel needed for effective performance. Required activities include, but are not limited to, technical leadership, project management, financial and administrative management, and rapid response to task order request for proposal (TORFPs).

C.2.B.1 TECHNICAL LEADERSHIP AND STAFFING

The Contractor shall provide contract-level guidance and oversight and add technical value and leadership to task orders, ensuring excellence in all work performed in support of the Volpe Center. The Contractor ensures that all Volpe Center requirements are met with appropriately skilled professionals. The Contractor shall provide a strong capability to provide support for Communications and ORA to support Volpe Center projects (current and future). The Contractor shall collaborate with the Volpe Center in identifying emerging technologies and methodologies applicable to work performed on task orders and fulfill such other organizational development and subcontracting administration functions as necessary to provide effective contract and task order management and maintain a highly qualified and motivated workforce across all task orders in order to support the Volpe Center.

C.2.B.2 PROJECT MANAGEMENT

The Contractor shall provide sound project planning and management capabilities and establish processes for coordinating the activities and results across multi-disciplinary teams for each task order. The Contractor shall manage and utilize a project management system capable of tracking and reporting its labor and other direct costs (ODCs) (on all cost type task orders) for contract task order progress and cost reporting as well as providing accurate visibility into each task order, cost (on all cost type task orders), schedule, and deliverables. The Contractor shall be responsible for assuring task order deliverables are on time, within budget for CPFF orders/awarded price for FFP orders, and with high quality deliverables.

C.2.B.3 FINANCIAL AND ADMINISTRATIVE MANAGEMENT

The Contractor shall provide administrative support essential to meet overall contract and task order requirements. These services include, but are not limited to, managing travel and teleworking arrangements, continuity of operations planning, managing requests for network desktop support and telephone service, property management, employee entrance/exit processing, shipping and receiving, storage and retrieval of classified or sensitive material (if required), and obtaining security clearances (if required). The Contractor shall provide a strong financial management capability to oversee the administration and management of contract and task order costs. The Contractor shall track contract and task order costs, including subcontractor costs and ODCs; and satisfy other financial requirements set forth in task orders.

C.3 SUSTAINABLE ACQUISITION REQUIREMENT

To the maximum extent possible and consistent with FAR Part 23, the Government requires during the performance of the work under this SOW the Contractor(s) to provide or use products that are: energy efficient (ENERGY STAR® or Federal Energy Management Program (FEMA) – designated); water-efficient; bio-based; environmentally preferable (e.g., EPEAT-registered, or non-toxic or less toxic alternatives); non-ozone depleting; or made with recovered materials. Unless otherwise identified in this SOW, each recovered material or bio-based product provided and delivered must meet, but may exceed, the minimum recovered materials or bio-based content of an EPA- or USDA-designated product. The sustainable acquisition requirements specified herein apply only to products that are required to be: (1) delivered to the Government during contract performance; (2) acquired by the Contractor for use in performing services (including construction) at the Federally-controlled facility; (3) furnished by the Contractor for use by the Government; or (4) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

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:

1. Name of Contractor;
2. Contract number;
3. Task order number; (if applicable)
4. Description of items contained therein;
5. Consignee's name and address; and
6. 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 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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
52.246-6	INSPECTION TIME AND MATERIAL AND LABOR HOUR	MAY 2001
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (NOV 2015)

1. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the 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.
2. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) calendar days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the CO or designee.
3. Inspection and acceptance of supplies/services for task orders shall be based on the Quality Assurance Surveillance Plan (QASP) included as Attachment J.4. The QASP will identify quality acceptable levels that will form the basis of the inspection and acceptance criteria.
4. The Government has the right to inspect all supplies and services required by the individual task orders, to the extent practicable, at any and all places and times and in all circumstances or event before acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

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

52.242-15	STOP WORK ORDER (<i>applies to FFP task orders</i>)	AUG 1989
52.242-15	STOP WORK ORDER- ALT. I (<i>applies to CPFF task orders</i>)	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	FEB 1999
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN 2003

F.2 CONTRACT PERIOD OF PERFORMANCE (FEB 2011)

This contract shall become effective on the date the CO signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period and contract period of performance will continue for forty-eight (48) months thereafter. Also see the clause in Section I titled, "Ordering" (FAR 52.216-18). However, no task order shall have a period of performance that extends beyond 12 months after the final date for ordering. Also, see the clause in Section I.1 titled, "Indefinite Quantity" (FAR 52.216-22).

F.3 DELIVERIES AND REPORTING REQUIREMENTS (JUL 2015)

Delivery of supplies, services, and written documents (e.g., reports, briefings, presentations, etc., including required formats and delivery locations) shall be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the CO, designated TOCO and/or Contract Specialist, and/or designated TOCOR, or as specified in the task order.

F.4 TASK ORDER REPORT DISTRIBUTION REQUIREMENTS (APR 2019)

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, paragraph H.18, GPO Printing Requirement).

1) Monthly Task Order Progress Report:

- 1 copy CO or designee
- 1 copy COR
- 1 copy TOCOR

2) Monthly Task Order Cost Report:

- 1 copy CO or designee
- 1 copy COR
- 1 copy TOCOR

3) 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.5 MONTHLY TASK ORDER PROGRESS REPORTS (APR 2019)

This clause is applicable for each task order issued under this Master IDIQ

The Contractor shall submit a monthly progress report for each active task order. The task order progress reports shall be submitted no later than the 15th of each month. The task order progress report must be submitted electronically in a Microsoft Office 2010 compatible format. If the Contractor has more than one active task order, monthly task order progress reports must be submitted separately for each active task order. Unless otherwise prescribed in the task order, the task order progress report must cover the following items:

- 1) The work performed during the previous month;
- 2) Significant findings, problems, delays, events, trends, etc. during the reporting period that 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 to be performed under the task order. The Contractor shall present a chart reflecting planned project accomplishments versus actual accomplishments in terms of time; and
- 6) Report on accomplishments against any identified performance metrics, if applicable.

F.6 MONTHLY TASK ORDER COST REPORTS (APR 2019)

(This clause does not apply to FFP task orders.)

The Contractor must submit monthly task order cost reports for each active task order setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task order, including subcontract hours, (2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary; and (4) projected monthly spending plan table to include: obligations, monthly actual costs, cumulative actual costs, monthly projected costs, and cumulative projected costs. The monthly task order cost reports shall be provided to the CO and TOCOR no later than the 10th of each month. **Proprietary rate information should not be discussed.** The costs that have been committed but are unpaid to date will be noted in the report. Where cumulative amounts on the monthly task order cost reports differ from the aggregate amounts contained in the request(s) for task order financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly task order cost report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. The Contractor shall prepare a graph 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) calendar days after completion of work under the task order, the Contractor shall include in its monthly task order cost report its estimate of the total allowable cost incurred under the task order, and in the case of a cost under run, 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 2010 compatible format (see Section J, Attachment J.1 for format requirements).

F.7 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.8 RIGHTS IN DATA (DEC 2007)

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.9 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.10 LICENSES (APR 2109)

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. Please see Section J, Attachment J.6 for Volpe-specific license agreement amendment requirements.

F.11 PLACE OF CONTRACT PERFORMANCE (MAY 2013)

The Government anticipates that the preponderance of work will be performed on-site at the Volpe Center in Cambridge, Massachusetts. Some task orders, however, may require performance at the Contractor's facility or at other locations throughout the United States with some travel OCONUS. The specific place of performance will be identified at the task order level. For task orders that require performance at a Government facility, authorization will be provided in writing by the CO at the time of task order award. In the event of a Government shutdown, the CO will provide guidance to the Contractor concerning Government site personnel.

F.12 DELIVERABLE FORMAT (MAY 2013)

Unless otherwise specified in individual task orders, all written documents produced under this contract and resulting task orders must be submitted electronically via email in a format compatible with Microsoft Office 2010 (i.e., Microsoft Word, Microsoft PowerPoint, and Microsoft Excel). All written deliverables must be virus-free.

Written deliverables that do not satisfy the above requirements will not be accepted. These specifications may be modified by the CO during performance of the contract.

F.13 DELIVERABLE AND REPORTING REQUIREMENTS (MASTER CONTRACT)

	Deliverable	Schedule	Deliver To
1)	Contract Progress Reports	Monthly, no later than the 15th of each month, in accordance with Section F, <u>paragraph F.5, as specified in CLIN 0100 task order for contract management and administration</u>	CO and COR
2)	Designation of On-Site Safety Representative	Within 7 calendar days of contract award and whenever changed, in accordance with Section H	CO and COR
3)	Corporate Health and Safety Plan and Contract-Specific Health and Safety Plan	Within 10 calendar days of contract award, Section H	CO and COR
4)	IT Security Plan	Within 30 calendar days of contract award, in accordance with Section H.	CO
5)	Certificates of Insurance	Within 10 days of transition task order award and whenever changed, in accordance with Section H.	CO and COR

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (JAN 2016)

Contracting Officer (CO): The 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.

Task Order Contracting Officer: A Task Order CO (TOCO) may be designated by the CO. The duties of an TOCO include but are not limited to issuing task orders request for proposals, analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the CO, signing and awarding task orders, issuing and executing incremental funding modifications, and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Representative: A Contracting Officer's Representative (COR) will be designated by the CO. The responsibilities of the COR 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 or change in costs in performance of the work. The COR 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 Representative: The CO may designate a Task Order Contracting Officer's Representative (TOCOR). The TOCOR will perform the duties of the COR in connection with the technical oversight of an individual task order. The TOCOR 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.

The CO, TOCO, COR, and TOCOR are, unless otherwise indicated in an individual task order, located at:

US DOT/OST-R/Volpe Center
55 Broadway
Cambridge, MA 02142-1001

G.2 TAR 1252.242-73 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1994)

1. The CO may designate Government personnel to act as the COR 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 (5) working days after contract award or for construction, not less than five (5) working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.
2. The CO cannot authorize the COR or any other representative to sign documents (e.g., contracts, contract modifications, etc.) that require the signature of the CO.

G.3 ORDERING (APR 2019)

1. During the period of performance of the contract, the CO or the TOCO may award task orders in accordance with Section I, Part I, paragraph I.1.A (FAR 52.216-18 and 52.216-22).
2. The Government will order any services to be furnished under this contract by awarding task orders electronically using an Optional Form 347. In addition to the CO, the following individuals are authorized ordering officers: Designated TOCOs.
3. 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.
4. A Standard Form 30 will be used to modify the contract and task orders.
5. A representative authorized by the Contractor shall acknowledge receipt of each task order within two (2) business days of issuance.
6. Each task order issued may incorporate the Contractor's technical and/or cost/price proposals and will include an estimated cost and fixed fee or a total fixed price. Only cost type task orders may be incrementally funded. If the task order is incrementally funded, the amount available for payment, amount allotted to the task order, and the time that funds are available 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.
7. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so, in writing, by the CO or designee. Furthermore, the Contractor shall not perform work beyond either the task order completion date or the allotment date for incrementally funded task orders, which ever is earlier.

G.4 TASK ORDERS ISSUED UNDER SCOAR (APR 2019)

A. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Each task order will be issued using the following procedures:

- 1) A written proposal will be required for all task orders to be issued under this contract. The cost/price proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor categories, hours, direct rates, indirect rate, travel, ODCs, etc.). The resources shall state the level of a Full Time Equivalent per task order. If a single resource is supporting multiple TO's then the proposal shall identify all associated active TO's with same resource.
- 2) 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; and (f) any other relevant instructions to the contractor.
- 3) Upon receipt of a TORFP, the Contractor shall submit an offer to the CO in accordance with the proposal requirements set forth in the TORFP. The proposal must be submitted by the time specified in the request.
- 4) The method of evaluation for the task order will be identified in the TORFP.

5) The Government shall have the right to award based on an initial offer without discussions, but the Government reserves the right to hold discussions.

G.5 TASK ORDER LIMITATIONS (APR 2019)

The award of task orders hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded task orders and Limitation of Costs (LOC), for fully funded cost type task orders apply to individual task orders.

Costs incurred under a task order shall relate only to the performance of the work called for in that task order. The LOE or the funds allocated to a task order may not be applied to work under any other task order issued under this IDIQ contract.

Task orders with less than a full time equivalent resource are not permitted to exceed 100% (1880 hrs/ labor year) when the effort of all awarded task orders are combined.

The term "task order" shall be substituted for "schedule" wherever the word appears in FAR clauses 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified.

G.6 TASK ORDER OMBUDSMAN (APR 2019)

The Volpe Center Procuring Activity Competition Advocate, U.S. Department of Transportation/Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, is Susan M. Connors, Deputy Director of Operations. It should be noted that in accordance with FAR 16.505(a)(10)(i)(B)(1), no protest is authorized in connection with the issuance of a task order valued at \$10 million or less except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract. Protests of orders in excess of \$10 million may only be filed with the U.S. Government Accountability Office in accordance with the procedures set forth in FAR Part 33.104.

G.7 TECHNICAL GUIDANCE (JAN 2016)

Performance of the work hereunder may be performed based on technical direction of the COR and TOCOR 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. The Contractor may not begin work without obligated funding.

G.8 ACCOUNTING AND APPROPRIATION DATA (JAN 2016)

Each individual task order and associated contract line item(s) (CLINS)/sub contract line item (SLIN) shall specify the accounting and appropriation data from which payment shall be made.

G.9 PAYMENT AND CONSIDERATION (APR 2008)

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:

- 1) 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.

- 2) The following clauses are applicable to CPFF task orders:

CONSIDERATION – COST PLUS FIXED FEE

- a) Subject to the clauses Limitation of Cost (FAR 52.232-20) or Limitation of Funds (FAR 52.232-22) as applicable, Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task order shall not exceed \$(To be completed at the time of task order award), 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 the time of task order award) for the performance of this task order.
- b) 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.
- c) 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.

G.10 SUBMISSION OF INVOICES UNDER COST REIMBURSEMENT CONTRACTS OR TASK ORDERS (APR 2019)

NOTE: Under no circumstances can the Contractor request payment from funds obligated under one task order or funding source (as applicable) to be used to pay costs incurred or fee earned under another task order or funding source. Such invoices—including invoices for interim payments—will be rejected by the Government as not proper.

- A. The designated billing and payment office for all contract actions issued by the Department of Transportation (DOT)/Volpe Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma. All invoices, including supporting documentation, shall be submitted electronically (e.g., PDF format) to the ESC at FAA in Oklahoma City by email at the following address: volpeinvoices@faa.gov (all lower case); ensure the Contracting Officer (CO) is copied on all email submissions to ESC. The body of the email must include the following information:
 - 1. Invoice Date:
 - 2. Contractor Name:
 - 3. Invoice Number:
 - 4. Invoice Amount:
 - 5. Invoice Type (Interim or Final):
 - 6. Contract No.:
 - 7. Task Order No. (if applicable):
 - 8. Invoice Modification No.: (if applicable)
 - 9. Contract Line Item Number (CLIN)/Sub-CLIN Line Item Number (SLIN) No. (including Fund Source):
 - 10. Terms/Discount: (if applicable)
 - 11. Performance Period for the Invoice Payment Request:
 - 12. Notes:
- B. In addition to the information required by Federal Acquisition Regulation (FAR) 52.216-7 and FAR 52.232-25/Alternate I incorporated by reference in Section I, the Contractor shall submit an SF 1034, Public Voucher for Purchases and Services Other Than Personal, and an SF 1035, Public Voucher for Purchases and Services

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Other Than Personal (Continuation Sheet), to request payments as required by Transportation Acquisition Regulation (TAR) 1232.7002, including complying with the following requirements to constitute a proper invoice:

1. Consecutively number each invoice beginning with No. 1 for the contract, or each task order under an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. However, all invoices for task orders under the contract shall be submitted concurrently.
2. The Contractor must submit both cost and fee in the same invoice. The Contractor **must separately identify** on the SF 1034, if more than one CLIN/SLIN and/or funding source is cited in the contract or task order, the appropriate cost and fee per CLIN/SLIN and funding source(s) in which ESC should make payment. If this information cannot be entered on the SF 1034, the Contractor must **clearly state** on the SF 1034 where the information can be found in the invoice package. In addition, invoices must clearly indicate by CLIN/SLIN (and line of accounting if more than one line applies to a CLIN/SLIN): (i) the period of performance for which payment is requested (e.g., beginning and ending date of services performed, including identifying any adjustments for services performed outside the beginning and ending date); (ii) the Volpe Center accounting information necessary to process the payment; and (iii) the total LOE (by labor category, if applicable) delivered under the contract or order as represented by the invoice payment request.
3. When the Contractor submits invoices on a monthly basis, the period covered by the invoices must be the consistent with the period for monthly progress reports reported under the contract or task order(s), identifying any billing adjustments that fall outside this period. If the Contractor submits invoices more frequently than monthly consistent with FAR 52.216-7, one invoice per month must have the same ending date as the monthly progress report.
4. Any adjustments to past invoices requested must be clearly identified in the invoice, including reference to the original invoice number/date and the amounts being adjusted. Also, supporting documentation for the adjustment must be included.
5. The cost portion of the invoice shall be separately structured by CLIN/SLIN (and funding source) to include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs; citing direct labor hours (level of effort (LOE)) incurred by the Prime Contractor and each subcontractor. Ensure the indirect rates used to calculate the billed indirect costs are clearly identified. Other direct costs must be separately identified; e.g., travel, per diem, material, and equipment.
6. Supporting data (as applicable) must be provided to address each major cost element and earned fee amount included in the invoice as required by TAR 1232.7002/Appendix A and B, including but not limited to the following:
 - (a) Direct Labor. Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include actual labor rates used and number of hours incurred by labor category. Include the extended total labor dollars per labor category.
 - (b) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the formula (rate and base) in effect during the time the costs were incurred. If the contract allows for billing fringe benefits as a direct expense, show the actual fringe benefit costs.

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- (c) Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized.
 - (d) Travel. List the name and title of traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately on a daily basis. These actual costs must be supported with receipts to clearly identify and substantiate the costs paid. Travel costs for subcontractors or consultants must be shown separately and also supported.
 - (e) Other Direct Costs. Breakdown of those billed costs that cannot be placed in categories (a) through (d) above. Categorize these costs to the extent possible and include contractor generated supporting documentation for billed ODCs.
 - (f) Total Direct Costs. Cite the sum of categories (a) through (e) above.
 - (g) Overhead. Cite the rate, base, and extended amount.
 - (h) G&A Expense. Cite the rate, base, and extended amount.
 - (i) Total Costs. Cite the sum of categories (e) through (h).
 - (j) Fee. Cite the rate, base, and extended amount in accordance with the contract terms and conditions, and paragraph B.9 below. Also, identify any withholding consistent with FAR Clause 52.216-8 titled Fixed Fee incorporated in the contract.
 - (k) Total Cost and Fee Claimed. Enter this amount on the SF 1034.
7. Pending settlement of the final indirect rates for any period, the Contractor shall be provisionally reimbursed indirect costs at billing rates submitted to and/or approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that copies of approved provisional billing rates are provided to the Volpe Center CO prior to invoice submission, and will notify the Volpe Center CO of any change in the identity of the CFA responsible for establishment of its indirect rates. In the absence of CFA-approved provisional billing rates, the Volpe Center CO will establish billing rates to be used under the contract for the interim reimbursement of incurred indirect costs. All provisional billing rates are subject to appropriate adjustments when revised by mutual agreement or the unilateral determination of the Volpe Center CO or CFA, or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In addition, the Contractor shall provide to the Volpe Center CO copies of cover letters submitting indirect rate proposals (both provisional and final) to the CFA, and copies of all signed indirect rate agreements or indirect rates unilaterally established by the CFA. Evidence supporting indirect rates used by the Contractor to calculate the billed indirect costs must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. Failure to do so may impact invoice approval and could ultimately result in suspension of the indirect expense portion of the invoice submission.
8. In accordance with FAR 52.216-7, the Contractor is required to submit an adequate final indirect cost rate proposal to the CFA and the cognizant auditor within the 6-month period following the expiration of each of its fiscal years. The contractor and the Government may mutually agree to revise billing rates to reflect the proposed final indirect cost rates, as approved by the Government to reflect historically disallowed amounts from prior years' audits, until the proposal has been audited and settled. The Contractor should note that absence of a final rate determination does not relieve the

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Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the contract or task order.

9. The fee billed in the invoice must be separately structured by CLIN/SLIN (and funding sources) and be consistent with the information stated in the cost portion of the invoice. In addition, the fee being billed must be compliant with either the term-type method or completion type method, as applicable, in order to be considered earned and accordingly permissible for provisionally invoicing a portion of the total fixed fee.
 - (a) For **term-type contracts and task orders**, a portion of the fixed fee specified per CLIN or SLIN in the contract/TO may be invoiced for payment on a provisional basis. The amount of such payment requests will be based upon a percentage of the billed costs associated with the level-of-effort expended during performance of the contract/TO. Final amount may be determined at contract closeout as Contractor maintains the right to invoice for costs expended on completed contacts/TOs up until that time.
 - (b) On **completion-type contracts and task orders**, the contractor may request provisional fee payments per CLIN/SLIN subject to FAR 52.216-8 on the basis of percentage of satisfactory 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 be based on the CO's determination of the percentage of completion of the specified end product(s).
 - (c) Provisional payment of fee will be subject to other relevant clauses of the contract including withholding per FAR 52.216-8. Accordingly, regardless of contract or task order type as specified herein, in accordance with FAR 52.216-8, the contractor will identify in the invoice a withholding of 15% of the earned fixed fee per CLIN/SLIN, per invoice, per contract or task order, until \$100,000 is withheld on that particular vehicle.
10. The Contractor shall submit a last invoice for each contract and task order, including a complete list of invoices previously tendered under the contract or task order, within 6 months of the contract or task order's physical completion. Concurrent with the last invoice, the Contractor shall also provide under separate cover to the CO a draft of the completion (final) invoice prior to the establishment of final annual indirect rates. If changes to the last invoice become necessary as a result of Government review of the draft completion invoice, the Contractor shall include all changes in the final (completion) invoice (clearly identified in accordance with FAR 52.216-7). The Contractor shall submit this final invoice along with the Contractor's release form, DOT F 4220.4 to the CO following the final adjustment of its annual indirect rates per FAR 52.216-7. The final invoice is the last invoice to be submitted for incurred, allocable, and allowable costs expended to perform the contract or task order(s). This invoice should include all contract or task order retainage as applicable, allowable cost withholdings, balance of fixed fee, etc. Please note that the amount of the final invoice when added to the total amount previously paid cannot exceed the total amount of the contract or task order(s). The amount of the final invoice when added to the amount previously paid cannot exceed the total amount of the contract and/or task order(s).

G.11 PAYMENT OF FEE – COST PLUS FIXED FEE (APRIL 2019)

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 order payment request.

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 upon a percentage of costs expended during performance of the task order. Final amount may be determined at contract or task order closeout based on final costs incurred under the task order within the period of performance associated with the funding and work.

In accordance with FAR 52.216-8, the Government will withhold 15% of the earned fixed fee per invoice, per task order, until \$100,000 is withheld on each task order. After the \$100,000 fixed fee for each task order is withheld, full payment of additional fee may be invoiced through the remainder of the task order performance period. The withheld fixed fee may be invoiced during closeout of the contract.

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 (see withholding requirements of FAR 52.216-8). 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 be 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.12 PERFORMANCE EVALUATIONS (APR 2019)

Annual performance evaluations shall be completed for the Master Contract and a performance evaluation shall be completed for each task order issued under the contract(s). The Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete evaluations. Completed performance evaluations may be accessed in the CPARS.

The Contractor is required to register in CPARS and shall have fourteen (14) calendar days in which to respond to Government comments. 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.13 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.14 COST ACCOUNTING SYSTEMS (JAN 2015)

The Contractor shall maintain a cost accounting system that will accumulate costs incurred for each task order separately. The Contractor shall invoice the Government only in accordance with its approved accounting system.

Administrative Labor

Only those labor categories and functions identified and priced out in the Cost and Business Proposal are billable as direct labor during performance without prior CO approval. This also applies to subcontractors. The Administrative Labor categories included in the Contractors Cost and Business Proposal will be incorporated into the contract as an attachment.

Other Direct Costs

Other than Government stipulated ODC specified for an individual task order, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior CO approval. Elements of other direct cost identified in the Contractor's Cost and Business Proposal are hereby incorporated into the contract.

Task Order Proposal Preparation Cost

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

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 cost and business proposal as it relates to this solicitation may use this accounting practice during performance of any resultant task order. Similarly, task order proposals must include uncompensated effort consistent with the cost proposal submitted to this solicitation; any deviation for future task order 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	Total	Compensated	Uncompensated
Labor Category	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

Subcontractor Workweek

Subcontractor Name: (To be determined) Division:
(To be determined)

Task Order	Total	Compensated	Uncompensated
Labor Category	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

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.15 INCREMENTAL FUNDING OF TASK ORDERS (NOV 2015)

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 (Blanks are TBD):

LIMITATION OF LIABILITY - TASK ORDER INCREMENTAL FUNDING (TERM FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from \$ ____ by \$ ____ to \$ _____. Notwithstanding any other provision and/or clause in this task order or master contract, the funding provided under this modification is available to pay for services performed under Line Item no. ____ from the date of this modification through _____ only. This funding may not be used for payment of services rendered prior to issuance of this task order, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from \$ _____ by \$ _____ to \$ _____. The amount obligated for the fixed fee is increased from \$ _____ by \$ _____ to \$ _____. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under line item no. ____ and funded by this modification beyond _____ (insert the date noted above upon which services may no longer be funded under this modification), nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order. The fixed-fee will be payable in accordance with other clauses of the contract, and will be

sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established above.

2. The estimated level-of-effort applicable to the incremental funding provided herein is _____ professional labor-hours.

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 within the dates established above.

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from \$____ by \$____ to \$____. Notwithstanding any other provision and/or clause in this task order or master contract, the funding provided under this modification is available to pay for services performed under Line Item no. ____ from the date of this modification through _____ only. This funding may not be used for payment of services rendered prior to issuance of this task order, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from \$____ by \$____ to \$____. The amount obligated for the fixed fee is increased from \$____ by \$____ to \$____. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under line item no. ____ and funded by this modification beyond _____ (*insert the date noted above upon which services may no longer be funded under this modification*), nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order. The fixed-fee will be payable in accordance with other clauses of the contract, and will be sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established above.

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

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.16 TRAVEL AND PER DIEM (JAN 2016)

All travel performed under this contract shall be performed in accordance with Federal Travel Regulations (FTR) and must be approved in writing by the CO or TOCO in advance of travel taking place. The actual costs for lodging, meals, and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the FTR. In accordance with FAR Subpart 31.205-46, a written justification must be provided for higher amounts in special or unusual circumstances. Under cost-type task orders, travel will be reimbursed at actual costs (with a copy of the receipts for expenses) in the following categories:

- Airline Tickets (commercial rate economy seating).
- Hotel Expenses (Government rates unless concurred in advance by the CO, COR, or TOCOR, as

specified in individual task orders)

- All Other Modes of Transportation (Taxi receipts are not required if less than \$75.00).

Under cost-type task orders, food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates. In accordance with FAR Subpart 31.205-6(m)(2), any travel taking place with contractor-owned or leased vehicles to and from work is unallowable. In addition, if a contractor employee performs official local travel during the regular work day, only the local travel costs exceeding the normal daily commuting costs will be reimbursed. The CO reserves the right to modify procedures on a task order level if there are extensive travel requirements.

G.17 ALLOTMENT (APR 2019)

Pursuant to Section B, Part I, Clause 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 the transition task order 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:

<u>PR Number</u>	<u>Accounting Code</u>	<u>Amount Obligated</u>
V3002017	51X4522000.2019.51WE905000.C232A00000.25105.610066	\$2,500 (<i>First Task Order</i>)

G.18 GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES (APR 2019)

The Government will furnish all necessary supplies, material, and equipment as identified in each task order, that are required for the work to be performed on-site at the Volpe Center.

This may include but is not limited to the following:

a) Office Equipment

The Volpe Center will make available to the Contractor personnel the following items: desks, chairs, tables, bookcases, wastebaskets, convenience copiers, filing cabinets, basic office supplies, and similar furniture and equipment as determined at the task order.

b) Telecommunications Service

The Volpe Center will provide telephone equipment and service, including voice mail and facsimile machines, for use by Contractor personnel under individual task orders when located at a Government facility for official use at no cost to the Contractor as determined necessary by the TOCOR. The Contractor shall be required to provide telephone service to personnel not located at a Government facility for official use in connection with the duties performed by the Contractor under individual task orders.

The Volpe Center will not provide Personal Digital Assistants (PDA), cellular phones and smartphones under this task order. The Contractor shall be required to provide these devices as necessary for official use in connection with the duties performed by the Contractor under individual task orders as necessary.

G.19 GOVERNMENT-FURNISHED INFORMATION (APR 2019)

Any Government-Furnished Information (GFI) to be provided to the Contractor will be specified in each individual task order:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (APR 2019)

Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. 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. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

Identification of Contractor Personnel - All Contractor personnel who attend meetings, answer government telephones, use a dot.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing DOT but rather shall identify themselves as being under contract to DOT Volpe Center. Additionally, all Contractor work spaces located on Volpe Center facilities shall be clearly identified.

In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that he or she has no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change its contract, then that contractor should notify the CO for that contract and not carry out the direction until the CO issues a clarification.

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 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)

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 CO 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.3 CONFLICT OF INTEREST DISCLOSURE (MAR 2008)

- 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 contract and/or task order. 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 and/or task order 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 inclusion of the subcontractor as part of its proposal.
- d) The CO 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 CO 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, or any task order, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. 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 CO may, however, terminate the contract and/or task order for convenience if he or she deems that termination is in the best interest of the Government.

H.4 EXCLUSIONS DUE TO ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2015)

A. Work under this contract may provide the Contractor with access to information about future Government procurements, including information that generally is not available to the public. In addition, the work may involve the creation, development or enhancement of specifications or requirements, for various systems, equipment, hardware, and/or software. In order to prevent or mitigate a potential or actual bias, unfair competitive advantage, or other potential or actual conflict of interest, the Contractor shall be subject to the

following exclusions:

- (1) The Contractor may be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received procurement information which has not been made generally available to the public.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor assists in the development of the solicitation, cost estimate, requirements, specifications, or SOW.
- (3) The Contractor shall be excluded from competition for, or award of any Government contract which requires or includes the evaluation and/or development of system requirements, system definition, or other products that were developed by the Contractor under this contract.
- (4) The Contractor may be excluded from competition for, or award of, any Government contract which requires, construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract which is the same or similar to work (e.g., logical follow-on) performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm, corporation, or other business entity which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm, corporation or business entity in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term "Contractor" also includes the corporate officers or other officers or principals (if not a corporation) of the Contractor, and of any parent or subsidiary corporation thereof, which has a majority or controlling interest in the Contractor.

D. The exclusions contained in this clause shall apply for the life of the contract (including all task orders, if any, issued under the Contract) plus two (2) years.

E. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor shall be ineligible to be a subcontractor, at any tier, on such contract.

F. This clause shall be incorporated into any subcontracts awarded under this contract.

H.5 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)

The following definitions are provided:

- "Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.
- "Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.
- "Contractor Employee" means Prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
- "Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by

- DOT, PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
- "Issuing Office" means the DOT entity that issues identification cards to contractor employees.
- "Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.

1) Risk and Sensitivity Level Designations. For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

<u>IF THE DESIGNATED RISK IS:</u>	<u>THE BACKGROUND INVESTIGATION IS:</u>
Low	National Agency Check with Written Inquiries (NACI)
Moderate	Minimum Background Investigation (MBI)
High	Background Investigation (BI)

Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated "special sensitive," "critical sensitive," or "non-critical sensitive" will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the DoD National Industrial Security Program Operating Manual (NISPOM).

- 2) Pre-screening of Contractor Employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:
- a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
 - b) Falsification of information entered on forms or of other documents submitted.
 - c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.
 - d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems, or other resources.
- 3) Citizenship and Alien Status. The Contractor must monitor an alien's continued authorization for employment in the United States. The Contractor must provide documentation to the CO *or* the COR during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

- 4) Background Investigation and Adjudication. The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the Federal Bureau of Investigation (FBI) National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the OPM's Electronic Questionnaire for Investigation Processing (e-QIP) system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.
- 5) Agency Access Denied. Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.
- 6) Identification Card Application Process. The COR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

An applicant may be issued either a PIV card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in 6 months or less, including option periods. The COR may request the issuing office to waive the 6-month eligibility requirement when it is in DOT's interest for contract performance.

The applicant must complete a DOT on-line application for a PIV card. For a non-PIV card, the applicant must complete and submit a hard copy of Form 1681, Identification Card/Credential Application, to the COR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in *Form 1-9, OMB No. 1115-0136, Employment Eligibility Verification*. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in person a second time for enrollment and activation.

- 7) Identification Card Custody and Control. The Contractor is responsible for the custody and control of all forms of government identification issued by DOT to Contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment.

The Contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the Contractor employee. The Contractor must ensure that Contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO when an ID card is lost, stolen, or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems, or other DOT resources.

- a) Renewal: A Contractor employee's DOT issued ID card is valid for a maximum of 3 years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin 6 weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
 - b) Lost/Stolen: Immediately upon detection, the Contractor or Contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or CO. From the date of notification to DOT, the Contractor must wait 3 days before getting a replacement ID card. During the 3-day wait period, the Contractor employee must sign in daily for facility access.
 - c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days provided there is a continuing need for agency access to perform work under the contract.
- 8) Surrender of ID Cards. Upon notification that routine access to DOT facilities, sensitive information, information systems, or other DOT resources is no longer required, the Contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.
- 9) Use of This Clause. The Contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems, or other resources.

H.6 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (SEP 2015)

Portions of the work under Section C may require Contractor personnel with security clearances. Cleared personnel, if required, must be available at the transition of the contract or task order. Some task orders may require access to classified information. For future task orders, a determination will be made at issuance of the TORFP whether a Facility Clearance is required and will state whether or not the clearance will apply to the Prime and/or any of its subcontractors.

If a Facilities Clearance is required, the Contractor shall follow procedures 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 Security 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 Section J,

Attachment J-4 –Contract Security Classification Specification, DD-FORM 254).

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

<u>Labor Category</u>	<u>Sensitivity Level</u>
All Personnel	Moderate

If required under an individual task order, 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.7 HANDLING OF DATA (AUG 2011)

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:

- a) 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
- b) 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

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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:

- a) The Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
- b) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
- c) Use of an alternate subcontract source would reasonably detract from the quality of effort; and
- d) The Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

If the CO denies the exception, the Contractor and its subcontractors shall not have access to the data and information for which the Contractor and any of its subcontractors took exception, unless the Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. If the CO approves an exception, the CO shall provide the approval and its specific parameters (including duration), in writing, to the Contractor before the Contractor or any of its subcontractor is granted access to the restricted data (including, but limited to, any trade secrets, confidential information, or proprietary/restricted data as well as Government "*For Official Use Only*" for use in connection with the work under this contract).

The Contractor and its subcontractors agree to abide by all data and information markings. When transferring or sharing such data for work under this contract, before such transfer or sharing, the Contractor and its subcontractors shall ensure the markings are included or remain on the data and information as the markings were received from the Government or another company.

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 cannot 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" generally has the meaning set forth in FAR 52.227-14, "Rights in Data - General" (MAY 2014), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regard to other companies' information that the Government may receive with restrictions or pursuant to a non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

H.8 VISITOR IDENTIFICATION REQUIREMENTS FOR FEDERAL FACILITIES (MAR 2016)

In accordance with the Department of Homeland Security (DHS) phased enforcement plan for the REAL ID Act (see DHS's REAL ID website), visitors seeking access to military bases and almost all Federal facilities using their state-issued driver's licenses or identification cards must present proper identification issued by REAL ID compliant states or a state that has received an DHS extension. Any visitor from a noncompliant State or other jurisdiction will need to provide an acceptable alternate form of identification with photo (e.g., U.S. Passport) to enter the Federal facility.

When planning a visit to a Federal facility or military base, visitors should contact the facility to determine what identification will be accepted as well as check DHS's REAL ID website for the most up-to-date information on individual state compliance as status can change over time.

This facility entry requirement applies to visitors only. This requirement has no impact on badged Federal and Contractor employees. Driver's licenses from all states are still acceptable identification in the issuance of Federal PIV cards (badges) and for entry in the case of a lost or forgotten PIV card by a badged Federal or Contractor employee.

H.9 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2016)

The Contractor shall neither publish nor disclose in any manner without the prior written consent of the CO, COR, and/or TOCOR any items that may be ordered through the contract.

H.10 TECHNOLOGY UPGRADES/REFRESHMENTS (MAR 2008)

After award 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:

- a) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- b) 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;
- c) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- d) 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);
- e) 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
- f) 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 or CPPFF shall be in accordance with the procedures of the applicable "Changes" clause incorporated by reference in Section I of the contract. The resulting task order modification will state that it is made pursuant to this clause.

H.11 HARDWARE/SOFTWARE (SEP 2015)

The acquisition of hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is awarded or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the CO or TOCO a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost, and rationale. Note that any Contractor acquired property is Government property and is accountable (refer to FAR Clause 52.245-1 (APR 2012)).

NOTE: Should the need arise for the Contractor (or its subcontractor) to purchase any commercial IT hardware, software and/or telecommunications in support of Volpe Center projects, the TOCOR must obtain clearance from the Volpe Center Chief Information Officer (CIO) and forward the request to the TOCO who will provide authorization to the Contractor for this type of purchase. The Contractor may not proceed with any such IT purchase before confirming that the necessary TOCO and CIO approval has been obtained. To the maximum extent practicable, all IT purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

H.12 REQUESTS TO ACQUIRE EQUIPMENT (JAN 2016)

It may be necessary under this contract for the CO to allow the Contractor to acquire or lease equipment to perform certain task orders under the contract. The Contractor is required to submit requests to acquire or lease equipment to the CO for approval. The request shall include an explanation as to why the Contractor cannot provide the equipment from its own inventory, an analysis of the competitive pricing obtained, 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. To the maximum extent practicable, all purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

H.13 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.

[REDACTED]

[REDACTED]

[REDACTED]

H.15 ACCOUNTING SYSTEM (MAY 2013)

In accordance with FAR Subpart 16.306 (c), a Prime Contractor **is not eligible** to receive a cost type contract or a task order award unless its accounting system has been reviewed by a Government audit agency (such as the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA)) and determined by the CO to be adequate for determining costs under a cost reimbursement contract. Also, **consent will not be given** for a CPFF subcontract unless that particular subcontractor's accounting system has been reviewed by a Government audit agency and determined by the CO to be adequate for determining costs under a cost reimbursement contract.

H.16 INSURANCE (FEB 2009)

The Contractor shall comply with Section I, FAR Clause 52.228-5 "Insurance-Work on a Government Installation" and additionally, FAR Clause 52.228-7, "Insurance-Liability to Third Persons." 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. The Contractor is responsible for providing insurance of the following types and minimum amounts:

- a) Workman's Compensation and Employees Liability Insurance as required by applicable statute, but not less than \$100,000.
- b) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c) Property damage liability with a limit of not less than \$100,000 for each accident.
- d) 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 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 TOCO not later than 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.17 SALES TAX EXEMPTION (JAN 2016)

The Volpe 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 shall be provided with tax exemption certificates for the purpose of obtaining an exemption under this contract for materials and equipment purchased under this contract (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.18 GPO PRINTING REQUIREMENT (SEP 2009)

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.19 SUBCONTRACT APPROVAL (APR 2019)

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, unless otherwise advised by the contracting officer.

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. If a subcontractor's accounting system has been approved by a cognizant audit agency, usually the Defense Contract Audit Agency (DCAA), the subcontractor's proposal **must** be submitted as a Cost-Plus-Fixed-Fee type subcontract under cost type task orders.

In order to add a new subcontractor, the Contractor must submit a written technical rationale describing the need for the new subcontractor to the CO for approval. Upon approval, a cost proposal including contract type with detailed cost information must be submitted for CO approval. The approved subcontract value shall be the subcontract ceiling on the Contract level. Prior to using a subcontractor the Contractor must propose the

subcontractor on a specific task order and identify a cost ceiling for approval. This task order proposal requires a separate cost proposal. The Contractor is required to monitor this cost and shall not exceed the approved cost ceilings on a contract level for each subcontractor.

During Task Order solicitations, the Contractor shall obtain approval of all new subcontractors prior to submission of its task order proposal. 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.20 SUPERVISION OF CONTRACTOR PERSONNEL WORKING ON-SITE (APR 2019)

It is anticipated that the Contractor may be required to provide much of the staff working on this effort to work on-site at Volpe National Transportation Systems Center. The Contractor shall provide for on-site supervision of its own employees working at Government facilities. The Contractor shall also provide the means for Contractor on-site supervisory personnel to be contacted by the Government via phone, VTC, or e-mail. The on-site supervision for CLIN 0100 will be performed on the Contract Management and Administration task order.

H.21 GOVERNMENT PROVIDED FACILITIES AND EQUIPMENT (DEC 2015)

The Government anticipates providing office space and equipment for personnel working on-site at the Volpe National Transportation Systems Center. In the event that space is limited or unavailable for Contractor personnel, this will be addressed at the individual task order level and shall be considered in the Contractor's Task Order Proposal.

H.22 HOURS OF WORK (DEC 1998)

Contractor and subcontractor employees performing work under this contract on Volpe Center premises shall adhere to the Volpe Center's established business hours, except as may be required by this contract to accomplish the performance of the work, or except as may be required by the CO or his/her designated representative.

The Volpe Center will be closed during the 10 holidays observed by the Federal Government on a yearly basis. The listed Federal holidays are the only holidays observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When Government employees are excused from duty without loss of pay by Executive Order or by official closing of the Volpe Center, Contractor employees who are assigned for duty at the Volpe Center may be similarly excused by the Contractor if they are ready, willing, and able to work. However, direct reimbursement for the cost of salaries and wages for these excused absences will only be made in emergency situations (e.g., severe weather, natural disasters) as determined by the CO or his/her designated representative. The CO or his/her designated representative will confirm official closings.

This in no way relieves the Contractor of its responsibility for continuing performance of critical requirements for which special instructions will be issued to the Contractor by the CO or designated representative.

H.23 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (APR 2019)

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 shall coordinate compliance with the CO and COR.

- a) The Contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.
- b) The Contractor is responsible for obtaining a copy of the Center's security requirements/regulations (Volpe Center Order No. 1600.3, "Admittance to Volpe Center Buildings").
- c) All items of Government Property are subject to the Center's security regulations.
- d) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:
 - 1) Submit a written request for these items of property to the CO and COR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.
 - 2) 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 COR. Once the list is submitted, the Contractor will notify the CO and COR of any staff changes when they occur, and shall update the list of on-site employees every six (6) months thereafter.
 - 3) When an employee resigns, or is terminated or reassigned, the Contractor shall provide written evidence to the CO and COR 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.24 VOLPE PARKING POLICY INFORMATION (APR 2019)

On-site parking privileges will not be provided to any contractor personnel during the contract period of performance.

H.25 LEVEL-OF-EFFORT NOTIFICATION (FEB 2011)

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 obligated for that task order;
- 2 If obligations are from multiple funding sources, notification is required to be fund source specific in addition to the overall task order.
- 3 The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

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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"

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 these addresses:

FAR: <http://www.acquisition.gov/far/index.html>

Transportation Acquisition Regulation (TAR):

<http://www.dot.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar>

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

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52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS — NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE — UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA — MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA — MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICE	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.216-11	COST CONTRACT-NO FEE	APR 1984
52.216-18	ORDERING	OCT 1995

For the purposes of this clause, the blank(s) are completed as follows:

(a) from date of contract award through four years

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52.216-19	ORDER LIMITATIONS For the purposes of this clause the blank(s) are completed as follows: (a) \$2,500 (b)(1) \$5,000,000 (b)(2) \$5,000,000 (b)(3) three calendar days (d)(3) three calendar days	OCT 1995
52.216-22	INDEFINITE QUANTITY For the purpose of this clause, the blank(s) are completed as follows: (d) that the Contractor shall not be required to make any deliveries under this contract after <u>12 months after the contract ordering period expires.</u>	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES For the purpose of this clause the blank is completed as follows: <u>30 calendar days before expiration of the contract performance period.</u>	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.219-17	SECTION 8(a) AWARD	JAN 2017
52.219-18	NOTIFICATION OF COMPEITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS	JAN 2017
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUL 2013
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	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEPT 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984

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52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICA ACT – SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS — CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR	MAY 2014
52.227-14	RIGHTS IN DATA — GENERAL ALTERNATES I, II, AND III	MAY 2014 DEC 2007
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS	AUG 2012
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
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	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	ALTERNATE I PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	FEB 2002 OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SAFETY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997

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52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED PRICE ALTERNATES I AND II	AUG 1987 APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATES I AND II	AUG 1987 APR 1984
52.243-3	CHANGES- TIME-AND-MATERIAL OR LABOR HOURS	SEPT 2000
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2019
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY — SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT CLAUSES

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Procuring Activity Competition Advocate and shall not be binding until so approved.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the expiration of the contract performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.3 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1252.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994

1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994



TAR 1252.239-70 CYBERSECURITY REQUIREMENTS FOR UNCLASSIFIED AND SENSITIVE INFORMATION TECHNOLOGY (IT) RESOURCES (JUN 2012)

- a) Required Policies and Regulations. Compliance with applicable Federal statutes, policies, standards, and guidelines is the responsibility of the Federal government and may not be abdicated to the Contractor. To achieve such compliance, the government requires the Contractor to conform to all U.S. Department of Transportation (DOT) and applicable Federal IT Security statutes, policies, standards, and reporting requirements, including, but not limited to:
- 1) Federal Information Security Management Act (FISMA) of 2002, 44 U.S.C § 3541et seq.
 - 2) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996," 40 U.S.C. § 1401et seq.
 - 3) Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
 - 4) Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," and Appendix III, "Security of Federal Automated Information Systems," as amended.
 - 5) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
 - 6) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," August 27, 2004.
 - 7) DOT Order 1351.37, "Departmental Cybersecurity Policy."
 - 8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."
 - 9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."
 - 10) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."

- 11) NIST FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- 12) NIST FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- 13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" and all related NIST Special Publications.
- 14) NIST Special Publication 800-18, "Guide for Developing Security Plans for Federal Information Systems."
- 15) NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- 16) NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- 17) NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information Systems."
- 18) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- 19) NIST Special Publication 800-53, "Recommended Security Controls for Federal Information Systems."
- 20) NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
- 21) NIST Special Publication 800-63, "Electronic Authentication Guidance."

- b) Applicability. The Contractor shall be responsible for Information Technology security for all systems connected to a DOT network operated by the Contractor for DOT, or for Contractor systems that contain DOT information regardless of location. The term Information Technology, as used in this clause, 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. For purposes of this definition, equipment is used by DOT whether DOT uses the equipment directly or it is used by a Contractor under a contract with the agency which (1) requires the use of such equipment or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information Technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.
- c) Security Categorization. In accordance with FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems," DOT has determined that the security category of the information or information system under this contract is Confidentiality [MODERATE], Integrity [MODERATE], and Availability [MODERATE], with an overall security impact level of MODERATE.
- d) Baseline Security Controls and System Security Plan. The Contractor shall develop and maintain the System Security Plan and associated Baseline Security Controls for the system as defined in the DOT Departmental Cybersecurity Compendium. To aid DOT senior officials and Contractors in determining applicable security controls, the Departmental Cybersecurity Compendium assigns security requirements (also referred to as controls and policy) to the DOT Component and Information System levels. The Contractor is responsible for all "System-level" security requirements in accordance with the FIPS PUB 199 categorization approved for the system unless otherwise indicated in the Statement of Work or Performance Work Statement. The Contractor shall follow DOT policy and guidance specified in DOT Order 1357.31 and the Departmental Cybersecurity Compendium to appropriately tailor the set of baseline security controls and define the implementation owner of each control. The Contractor shall obtain the written approval of the System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.
- e) Information System Contingency Plan (ISCP) and Testing. The Contractor shall develop and maintain the

ISCP for the system as defined in the DOT Departmental Cybersecurity Compendium. The Contractor shall regularly test the ISCP and document test results in accordance with the DOT Departmental Cybersecurity Compendium.

- f) Security Assessment and Authorization. All applicable Contractor systems/applications must support risk management processes, and produce and maintain the documents and artifacts as specified in the DOT Departmental Cybersecurity Policy and the DOT Departmental Cybersecurity Compendium. The Contractor shall prepare and submit the required documents as specified in the Deliverables section of the contract. For systems categorized as High or Moderate security impact per FIPS PUB 199, the Contractor must obtain a qualified independent Security Control Assessor and obtain the approval of this assessor from the DOT Authorizing Official. The Contractor may not begin the processing of DOT information, interconnecting with DOT networks or systems, or any other production operation of the system until the DOT Authorizing Official grants security authorization in accordance with DOT policy and procedures specified in the Departmental Cybersecurity Policy and Compendium.
- g) Continuous Monitoring. Upon attainment of security authorization from the DOT Authorizing Official, the Contractor must implement and perform continuous monitoring of the security state and controls of the information system as specified in the Departmental Cybersecurity Policy and Compendium producing the specified reports and other artifacts to demonstrate ongoing risk management.
- h) Contract Compliance. Upon approval by DOT, the Systems Security Plan, FIPS 199 Categorization, Contingency Plan, Security Assessment Report, Security Authorization, Plan of Action and Milestones (including any required updates), and other documents that are required based on the type of information system in accordance with the Departmental Cybersecurity Policy and Compendium, shall be incorporated into the contract file as compliance documents.
- i) Availability of Data, Documents and Access.
 - 1) The Contractor shall ensure that all DOT data remains within the United States except as approved in writing by the DOT Authorizing Official or his/her designee.
 - 2) The Contractor shall provide DOT (or DOT-designated third party Contractors) access to the Contractor's and subcontractors' facilities, installations, operations, documents, records, databases, and personnel used in performance of the contract. The Contractor shall have the means to support DOT's requests for access 24 hours per day, 7 days per week which may be necessitated due to a security incident, breach or other security matter.
 - 3) The Contractor shall provide access to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOT information or to the functions of information technology operated on behalf of DOT, and to preserve evidence of criminal activity.
 - 4) Upon termination of the contract or earlier, upon request, the Contractor shall provide to the DOT Authorizing Official or his/her designee all DOT data, source code, or database files, in a format specified by the DOT Authorizing Official or his/her designee.
- j) Monthly Deliverables: The Contractor shall provide, on a monthly basis, the following information in NIST Security Content Automation Protocols (SCAP) XML data formats:
 - 1) Device inventory (type of device and software);
 - 2) Medium and High Vulnerabilities for each device;

- 3) Deviations from approved configuration baselines for each device; and
 - 4) Additional information as required by OMB or the Department of Homeland Security (DHS) as indicated in the Departmental Cybersecurity Compendium.
- k) Quarterly Deliverables: The Contractor shall provide, on a quarterly basis, the following information in a format specified by the COR:
- 1) Plan of Action and Milestones (POA&M): The Contractor shall prepare a draft of The POA&M associated with known weaknesses at the completion of the initial security assessment. The Contractor shall collaborate with the DOT System Owner, Information System Security Officer/Manager (ISSO/ISSM) and DOT Authorizing Official to obtain necessary information to complete the POA&M to meet DOT guidelines specified in the DOT Departmental Compendium. The POA&M approved by the DOT Authorizing Official shall be included in the initial authorization package. Upon entering Continuous Monitoring phase, the Contractor shall update the POA&M at least quarterly to ensure it contains all known system security weaknesses discovered through security assessments, continuous monitoring, internal and external audits, and related activities that examine security and IT controls of the Contractor's information system. The POA&M update shall also include progress on corrective actions for weaknesses previously identified.
- l) Annual Deliverables: The Contractor shall provide, on an annual basis, the following documents to the Contracting Officer and COR:
- 1) Updated security risk management documentation:
 - a. System Security Plan. The Contractor shall review and update the System Security Plan at least annually to ensure the plan is current, accurately describes implemented system controls and reflects changes to the Contractor's system and its environment of operations.
 - b. Security Assessment Report. The Contractor shall provide an update to the Security Assessment Report, based on the results of continuous monitoring performed. For systems categorized as High and Moderate security impact level, the independent Security Control Assessor must issue this report.
 - c. Information System Contingency Plan (ISCP). The Contractor shall provide an annual update to the ISCP completed in accordance with the Departmental Cybersecurity Compendium.
 - D. FIPS PUB 199 Categorization. The Contractor shall provide an update to the FIPS PUB 199 Categorization which shall identify any and all information type changes and resulting security impact levels for Confidentiality, Integrity and Availability in accordance with the DOT Departmental Cybersecurity Compendium. The DOT Authorizing Official must approve all changes in FIPS PUB categorization.
 - 2) Information Security Awareness and Training Records. The Contractor shall ensure its personnel complete both general awareness training and role-based training for personnel that perform roles deemed by DOT to require annual specialized security training (refer to Compendium Appendix D). The Contractor shall comply with awareness and training policy specified in the DOT Departmental Cybersecurity Compendium and evidence of completion of training shall be provided to the COR upon request by the Government.
 - 3) Information System Interconnection Agreements. The Contractor shall identify all interconnections between its system and other parties. (Refer to the DOT Departmental Cybersecurity Compendium for

definitions and requirements for documentation, security controls and authorization of interconnections).

4) All Other Applicable Documents as Specified in the Departmental Cybersecurity Compendium.

- m) HSPD-12/Identity, Credential and Access Management Requirements. The Contractor shall ensure, at a minimum, that all systems that it develops for or operates on behalf of the Government support the use of Personal Identity Verification (PIV) smart cards, and PIV interoperable (PIV-1) smart cards as appropriate, for authentication and access to those systems, for the digital signature of documents and workflows, and for the encryption of documents and information, in accordance with NIST PUB 201 and related special publications. When explicitly required, the Contractor shall ensure that all systems it develops for or operates on behalf of the Government meet applicable DOT policy requirements for identity, credential, and access management (ICAM) and require the use of a PIV card or PIV-1 for authentication, access, digital signature, and encryption. The Contractor shall ensure that services and products it purchases involving facility or system access control are on the current FIPS 201 Approved Products List, found at <http://www.idmanagement.gov/>.
- n) US Government Configuration Baseline. The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB). This includes Internet Explorer configured to operate in Windows. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with USGCB Scanner capability to certify their products operate correctly with USGCB configurations and do not alter USGCB settings, and shall provide documentation of such validation to the Government as a prerequisite for Government acceptance of the Contractor's products. The Contractor shall follow guidance in the DOT Departmental Cybersecurity Compendium for tracking and reporting deviations from these baselines.
- o) System Access Notice. The Contractor shall implement DOT-approved warning banners on all DOT systems (both public and private) operated by the Contractor prior to allowing authenticated access to the system(s). The DOT Departmental Cybersecurity Compendium specifies requirements for this warning banner and permitted deviations depending on the end user device.
- p) Privacy Act Notifications. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act." The Contractor shall ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

"This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Individuals who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both."
- q) Non-Disclosure Agreements. The Contractor shall cooperate in good faith in defining non disclosure agreements that other third parties must sign when acting as the Federal government's agent.

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- r) Nondisclosure of Security Safeguards. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards: the Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under the contract. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

- s) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions described in paragraph (b).

SECTION J – LIST OF ATTACHMENTS

SECTION J - PART I –CONTRACT ATTACHMENTS

- J.1 MONTHLY TASK ORDER COST REPORT FORMAT
- J.2 SCOAR LABOR CATEGORY QUALIFICATIONS
- J.3 CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254
- J.4 [Reserved]
- J.5 GLOSSARY
- J.6 VOLPE-SPECIFIC LICENSE AGREEMENT AMENDMENT REQUIREMENTS

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	\$-	\$-		
CATEGORY	TOTAL TASK ORDER VALUE		PRIOR PERIOD		CURRENT PERIOD		CUMULATIVE AMOUNT			PERCENT TO DATE	
<i>Labor Hours</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>		<i>Hours</i>	<i>Dollars</i>
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
<i>Subtotal Professional</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>			
Administrative	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
<i>Total all Labor</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>			

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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	\$-						
CATEGORY	TOTAL TASK ORDER ALLOCATED VALUE		PRIOR PERIOD		CURRENT PERIOD		CUMULATIVE AMOUNT		PERCENT TO DATE	
<i>Labor Hours</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
<i>Subtotal Professional</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>		
Administrative	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
<i>Total all Labor</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>		
Estimated Labor Cost										
Other Direct Costs		\$-		\$-		\$-		\$-		

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ODC		\$-		\$-		\$-		\$-			
Travel		\$-		\$-		\$-		\$-			
Total Estimated Cost											

ATTACHMENT J.2 - LABOR CATEGORY QUALIFICATIONS

Labor Categories and definitions:

Transition Manager

The Transition Manager shall have the authority to act upon the Government's requirements, and accomplish all work necessary to successfully facilitate contract transition. The Transition Manager must possess a demonstrated ability to successfully lead transition efforts on multiple large scale professional support services programs

The Transition Manager shall have, at a minimum, the following qualifications:

- Master's Degree (or equivalent**) from an accredited school in any business-related subject area or a field related to the Statement of Work
- A minimum of 15 years demonstrated ability to successfully lead transition efforts on multiple large scale professional support services programs

Program Manager

The Program Manager is the principle point of the contact and shall be responsible for the overall management of the technical and business worked performed. The Program Manager shall ensure quality of work and that work is completed on schedule and within the allocated budget. The Program Manager will be responsible for the overall performance of the contract and allocation of resources amongst tasks.

The Program Manager shall have, as a minimum, the following qualifications:

- Master's degree (or equivalent*) from an accredited school in any business-related subject area or a field related to the Statement of Work
- A minimum of 15 years Program Management experience and working knowledge of internal organizational management support for various program and project initiatives

Program Management Office (PMO) Support

The PMO Support function will support the Program Manager, Financial Manager, Human Resource Manager, and Contracts Manager with a variety of contract management and administration tasks and activities which typically include, but are not limited to: financial tracking, handling information requests, coordinating contractor security clearance requirements, tracking of inventory, etc.

The PMO Support function shall have, as a minimum, the following qualifications:

- A Bachelor's degree (or equivalent*) from an accredited school in any business-related subject area

ANALYST

Functions: Performs research, analyses and assessment of transportation systems, issues, technologies and methodologies. Applies general and specialized analytical techniques, data analysis and business process research, expertise in formulation and management of database systems to examine transportation trends. Understanding of transportation industry (public and private), transportation planning and operations, and/or transportation/logistics issues. Performs studies, evaluation, analysis, assessments, and

documentation of transportation system issues and methodologies requiring techniques associated with the disciplines of economics, psychology, operations research, mathematics/statistics, program evaluation and modeling.

Tasks generally address the following: system performance and effectiveness; supply and demand forecasts; impact analysis and studies; socio-economic analysis; industry analysis; program evaluation; mathematical modeling, simulation modeling, policy and regulatory development; strategic planning; communication strategy development and stakeholder engagement; project control; operations and maintenance assessment; cost and risk assessments and analysis; strategic and operational planning; capital investment needs; infrastructure and equipment management; metrics development; technology planning and evaluation; capacity building development; project finance analysis; financial and information management; database structures and management; configuration management; system application prototyping and benchmarking; scheduling and estimation; structured analysis techniques; and critical technologies for planning and evaluation; and application of data modeling, data mining, data analysis, data science, data architect, data visualization, and geospatial data.

Requirements:

Professional: Master's degree (or equivalent*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. For manager/supervisor positions, at least four (of the ten) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation systems and functions issues.

Senior: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. For manager/supervisor positions, at least four (of the eight) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation systems and functions issues.

Middle: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of five years of experience in the specialty area.

Junior: Bachelor's degree (or equivalent*) in one of the functional specialties related to ORA work.

SPECIALIST

Functions: Performs communications services to support comprehensive technical projects and organizational programs and initiatives. Disciplines include writing and editing for print, web, and other media; graphic art, illustration, and design; web and digital interface design and development; web quality assurance; film and video editing; communications strategy; marketing and public relations; conference and meeting planning; education, learning, and training; and printing and reproduction; and financial and information management.

Tasks generally involve or focus on one or more of the following: writing; editing; translation; writing for the web and web design; scripting; graphic art design; desktop publishing; computer aided design and drafting; technical illustration; exhibits and display components; cost estimation; conference facility planning and logistics; invitations and registrations; travel arrangement and processing; printing and production; and binding and report distribution.

Requirements:

Professional: Master's degree (or equivalent*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. For manager/supervisor positions, at least four (of the ten) years of experience must involve project management responsibilities for a large task or several small tasks involving complex program and/or project issues.

Senior: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. For manager/supervisor positions, at least four (of the eight) years of experience must involve project management responsibilities for a large task or several small tasks involving complex program and/or project issues.

Middle: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of five years of experience in the specialty area.

Junior: Bachelor's degree (or equivalent*) in one of the functional specialties related to Communications work.

* Equivalency Table Qualifications

Labor Category	Degree Only	Degree + Experience	Experience Only
Program Manager Transition Manager	N/A	MA/MS plus 15 years BA/BS plus 18 years	20 years**
Financial Manager	N/A	BA/BS plus 10 years MA/MS plus 8 years	15 years**
Human Resource Manager	N/A	BA/BS plus 10 years MA/MS plus 8 years	15 years**
Contracts Manager	N/A	BA/BS plus 10 years MA/MS plus 8 years	15 years**
Program Management Office Support	BA/BS	N/A	4 years**
Professional Analyst Professional Specialist	N/A	Ph.D. plus 7 years MA/MS plus 10 years BA/BS plus 12 years	15 years**
Senior Analyst Senior Specialist	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years**
Middle Analyst Middle Specialist	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years**
Junior Analyst Junior Specialist	BA/BS	N/A	4 years**

**When experience only is substituted, approval of the CO (or designee) is required. In addition, the contractor may, on a case-by-case basis, offer to the CO a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

ATTACHMENT J.4 – GLOSSARY

Term	Definition
Asset management	An approach used by transportation agencies to account for infrastructure assets strategically and systematically; often considers the potential risks, costs, and benefits of a transportation project over its lifetime to ensure the highest and best use of available funding. For additional information: see: https://www.fhwa.dot.gov/asset/
Automated information systems	An automated information system (AIS) is an assembly of computer hardware, software, firmware, or any combination of these, configured to accomplish specific information-handling operations, such as communication, computation, dissemination, processing, and storage of information.
Capacity Building	An approach or process to encourage the development, improvement, and retention of knowledge within an individual and/or organization, as pertaining to skills, tools, institutional memory, and other resources and activities.
Data visualization	The use of visual imagery (e.g., maps, graphics, videos, computer simulations, etc.) to demonstrate and share information and data. For additional information, see: https://www.fhwa.dot.gov/visualization/
Enterprise process modeling	An abstract representation, description and definition of the structure, processes, information and resources of an identifiable business, government body, or other large organization.
Formative and summative evaluations	Types of evaluations uses in instructional design. A formative evaluation (or internal) is a method for judging the worth of a program while the program activities are forming. A summative evaluation (or external) is a method of judging the worth of a program at the end of the program activities.
Future state design	An approach that clarifies how a business process will work, at some point in the future, once changes are made.
Knowledge translation	Tools, techniques, and approaches that move knowledge from one individual, group, or organization to another individual, group or organization and vice versa.
Logic modeling	A narrative or a visual representation of causes and effects that lead to a desired outcomes. Logic models communicate an organization's projects, programs, operations, activities, and goals.
Microtransit	An emerging transportation mode, microtransit is a variation of public transportation that typically involves a private operator providing routes and/or scheduling based on technology and through mobile applications to match passengers with services.
Office Hours	A tactic that can accompany e-learning, in-person, or webinar training sessions. Pre-determined times (usually by phone) are set up to take place after a training session. These hours are open to anyone who attended the training and has follow-up questions or comments.
Onsite as well as in the field	<i>Onsite</i> means working in person at the U.S. DOT Volpe Center, located at 55 Broadway, Cambridge, Massachusetts 02142.

	In select circumstances, employees may conduct work that occurs <i>in the field</i> . This work may result in the need to participate in field visits, also known as site visits. Such visits are traditionally associated with an outdoors location (e.g., roadway, bridge, etc.) in which employees are obtaining samples or data to assist with monitoring, tracking, or evaluation of the current or future conditions of such site.
Performance-Based Planning and Programming	An approach heavily promoted by the Federal Highway Administration and the Federal Transit Administration related to the application of performance management in the transportation planning process; the approach encourages transportation agencies to use performance data to support the decision-making process for infrastructure investments and better track and monitor investment decisions, increasing transparency and accountability. For additional information, see: https://www.fhwa.dot.gov/planning/performance_based_planning/pp_guidebook/page00.cfm
Public Private Partnership (P3)	A contract or other similar mechanism (e.g., cooperative agreement) between or among public and private sector entities, typically long-term in nature and used to finance, build, and/or operate infrastructure projects. Often abbreviated as “P3” or “PPP.”
RRIF	Railroad Rehabilitation and Improvement Financing (RRIF) The U.S. Department of Transportation Build America Bureau manages the RRIF program, which provides direct loans and loan guarantees to finance the development of railroad infrastructure. Additional information is available at: https://www.transportation.gov/buildamerica/programs-services/rrif
Spectrum management	The process of ensuring the domestic and international use of radio frequency spectrum are efficiently used.
Technology capability assessment	A process that evaluated the impacts, the influences, or the consequences of a particular technology on economic or industrial activities, on societies, on transportation, the environment, or on human health.
Technology Transfer	The sharing (or transfer) of technology, data, or related information from one user/group to a broader set of users/groups; typically applies to instances where technologies move from applied research to deployment stages for research implementation.
TIFIA	Transportation Infrastructure Finance and Innovation Act (TIFIA) The U.S. Department of Transportation Build America Bureau Credit Programs Office manages the TIFIA program, which provides credit assistance for qualified transportation projects of regional and national significance. Credit assistance is provided in the form of direct loans, loan guarantees, and standby lines of credit rather than grants.

	Additional information is available at: https://www.transportation.gov/buildamerica/programs-services/tifa .
Utility standards	Utility standards are intended to increase the extent to which program stakeholders find evaluation processes and products valuable in meeting their needs.
Utilization-focused evaluation	Utilization-Focused Evaluation (UFE) is an approach based on the principle that an evaluation should be judged on its usefulness to its intended users.

**ATTACHMENT J.5 – VOLPE-SPECIFIC LICENSE AGREEMENT AMENDMENT
REQUIREMENTS**

LICENSE AGREEMENT AMENDMENT FOR
VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER,
U.S. DEPARTMENT OF TRANSPORTATION
April 2019

Notwithstanding any other provision of this License Agreement (“Agreement”), [INSERT NAME] (NAME or “Licensor”) agrees to the terms of this Amendment as follows:

1. Any provision or clause requiring the Volpe National Transportation Systems Center, an entity of the U.S. Department of Transportation (DOT), DOT or the U.S. Government (collectively hereinafter the “Government”) to pay any future fees, penalties, interest, legal costs or to indemnify the Licensor or any other person or entity for damages, costs, fees or any other loss or liability is hereby deleted. Neither the Government nor any Government end user shall be deemed to have agreed to such clause by virtue of it appearing in this Agreement. If this Agreement is invoked through an “I agree” click box or other comparable mechanism, execution does not bind the Government or any Government authorized end user to such clause.
2. This Agreement binds the Government as end user but does not bind any government employee or person acting on behalf of government in his or her personal capacity
3. This Agreement is governed by Federal law. Any language purporting to subject the end user to laws of US state, US territory, district or municipality, a foreign nation or international treaty or convention does not apply to the Government and is hereby deleted. Any language that differs from that prescribed by applicable Federal law (1) requiring dispute resolution in a specific forum or venue or (2) prescribing a different time period for bringing an action is hereby deleted. Any language prescribing a different time period for bringing an action than that prescribed by applicable federal law in relation to a dispute is hereby deleted.
4. Supplier/Licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If Supplier/Licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contracts Disputes Act or other applicable Federal statute while continuing performance
5. Disputes or claims under this Agreement shall not be determined by binding arbitration and equitable or injunctive relief, including the award of attorneys fees, costs or interest may be awarded against the Government only when explicitly provided by statute (e.g. Prompt Payment Act or Equal Access to Justice Act.)
6. After award, the Supplier/Licensor may update non-material terms. Any inconsistent material changes shall not be enforceable against the Government.
If any license or service tied to periodic payment is provided under this Agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.
7. Any clause of this Agreement requiring the Licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action.
8. If this Agreement contains an audit clause, any audit by Licensor will be performed at Licensor’s expense.

9. The Government may retain confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes, provided however that all such retained confidential information shall continue to be subject to the confidentiality obligations of this Agreement.
10. If any language, provision, or clause of this Agreement conflicts or is inconsistent with this Amendment, the language, provisions or clause of this Amendment shall prevail to the extent of such inconsistency.