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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE (MAY 2009)

A. This is an indefinite delivery/indefinite quantity (IDIQ) task order 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), cost-plus-award-fee (CPAF), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulations. Performance-based task orders will be used to the maximum extent practicable.

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

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

B.2 CONTRACT LIMITATIONS (MAR 2009)

A. Multiple Contract Awards: Two contracts have been awarded under the Volpe Center Solicitation No. DTRT57-09-R-20017.

B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$29 million. As a task order is issued to one contractor, its value is subtracted from the total value available to all contractors.

C. Minimum Guarantee: The guaranteed minimum is \$2,500 for each contract.

B.3 CONTRACT SCOPE (DEC 2007)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, supplies, facilities, 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 (MAY 2009)

<u>ITEM NO.</u>	<u>SERVICES</u>
0001	The Contractor shall furnish all personnel, supplies, facilities, materials, support, and management necessary to provide the services in accordance with the Statement of Work (SOW) entitled Communications, Navigation and Surveillance (CNS) Systems and Transportation Traffic Management (TTM) Support in Section C, and other terms and conditions of this contract, through task orders issued under one or more of the contract types set forth below:
0001AA	FIRM-FIXED-PRICE TYPE
0001AB	COST-PLUS-AWARD-FEE TYPE
0001AC	COST-PLUS-FIXED-FEE (COMPLETION TYPE)
0001AD	COST-PLUS-FIXED-FEE (TERM TYPE)

SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

COMMUNICATIONS, NAVIGATION AND SURVEILLANCE (CNS) SYSTEMS AND TRANSPORTATION TRAFFIC MANAGEMENT (TTM) SUPPORT

C.1 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is a Federal fee-for-service organization within the Research and Innovative Technology Administration (RITA) of the United States Department of Transportation (US DOT). The Volpe Center's mission is to improve the nation's transportation systems. In partnership with sponsoring agencies, the Volpe Center provides technical research and analysis services to the US DOT, other Federal agencies, state agencies, and other organizations in connection with the transportation-related components of their missions.

The Volpe Center utilizes a combination of Federal and contractor personnel to marshal the broad range and quantity of skills needed to perform sponsoring agencies' projects. By establishing a "pool" of professional technical/scientific resources, the Volpe Center can respond to uncertain, long-range requirements of its technical program in a timely and effective manner. The contractor will constitute an important part of Volpe Center's resources, and will provide high technology capabilities and skills targeted to the Volpe Center's programmatic requirements in the area of Communications, Navigation and Surveillance (CNS) Systems and Transportation Traffic Management (TTM) Support.

C.2 SCOPE OF WORK

The Volpe Center's programmatic activities supported by the CNS & TTM multiple award contracts fall primarily in the area of transportation infrastructure, which is the foundation of facilities, equipment, and services needed for the movement of goods and people. These contracts address air, water, and ground-based transportation systems. The Volpe Center requires services to support work on transportation systems and transportation traffic management systems, including communications and surveillance systems; wide area navigation systems; system requirements definition; planning including policy and environmental considerations; test and evaluation; operations and maintenance of developmental and prototype systems; and the interfaces between these systems and other elements of the transportation infrastructure. Representative tasks under the CNS & TTM contracts are described below.

When performed as an integral part of a broader task order, the Government may require the Contractor to plan and conduct workshops and conferences sponsored by the Volpe Center to disseminate technical information developed under that task order.

Although successful performance on task orders may require some specialized expertise in a broad range of disciplines; e.g., economics, marine engineering, or civil engineering, the primary skill requirements of the CNS & TTM contracts focus on the following engineering and physical science areas:

- Systems engineering and integration
- Computer science engineering
- Electronic engineering
- Electrical engineering
- Mechanical engineering
- Operations research
- Industrial engineering

- Environmental engineering
- Aeronautical engineering
- Human Factors
- System safety engineering
- Meteorology

Task area requirements include:

1. Traffic Management
2. National Airspace System Engineering and Implementation
3. Air Traffic Safety
4. Airport and Terminal Operations

C.3 TASK AREAS OF WORK

Task orders may be issued in any of the following task areas:

C.3.1 Traffic Management

This task area covers air, surface, space, and marine traffic management and control systems. Task orders in this work area relate to systems at various stages in their development including initial research, feasibility studies, design, proof-of-concept models, prototyping, development, verification, implementation, analysis, and continued operation and maintenance. The size of the system may vary from small operations with a limited number of users to very large distributed operations with many users over wide geographical areas, such as those found in a national air traffic management system with international interfaces. The transportation modes may vary and include the development of transportation operations centers supporting passengers, freight, and intermodal connectivity. This work area also provides the mechanism that is used to integrate and synthesize CNS & TTM information and display a meaningful interpretation of data to users and decision makers. Tasks will include work to develop new traffic management systems and modifying existing traffic management systems with goals that may include improving the efficiency of traffic flow, improving the efficiency of intermodal transitions, increasing safety, reducing the impact of weather on traffic, reducing the impact of traffic incidents on traffic, reducing the impact of traffic on the environment, increasing the fuel efficiency of traffic, increasing traffic capacity through traffic management, improving collaboration between all decision makers and users, and improving the accuracy of traffic predictions. Tasks in this area may include, but are not limited to the following:

- Analyze the impact of traffic and traffic management systems on fuel efficiency
- Analyze the environmental impact of traffic, traffic related infrastructure, and traffic management systems
- Develop cost estimates, analyze benefits, and perform trade-off studies to support the economic feasibility of proposed traffic management systems and solutions
- Develop the framework and/or strategic plans for dealing with the non-technical factors such as the institutional, financial, and legal aspects of traffic management
- Assist in the development and/or implementation of training and training materials
- Prepare load scenarios that examine the system under varying traffic conditions and evaluate safe and reasonable thresholds
- Develop procedures to implement, test, and demonstrate system capability
- Determine the types, accuracies, precision, and frequencies of vehicle position measurements needed to achieve a desired improvement

- Develop algorithms to achieve automated improvements in the safe and efficient movement of persons and freight to their destinations. These algorithms may account for environmental and traffic disturbances as well as intermodal transportation
- Specify desired routes and predict future positions of vehicles or crafts, from a variety of information which may include past positions, velocities, accelerations, decelerations, historic data, weather data, incident data, surveillance data, fuel economy, and other data
- Characterize the dynamics of motion of vehicles within the traffic environment, and analyze and design CNS & TTM systems to control the motion and maintain the desired positions of vehicles with respect to other moving vehicles and fixed obstacles
- Specify the types, accuracies, precision, and frequencies of vehicle (ground, water, and/or air) position measurements that are needed to achieve a desired improvement
- Determine the most desirable human interfaces necessary to meet system and display requirements including size, resolution, and update interval of display screens; size, message content, relative location, format, and color of the information presented on the screen; type and placement of any keypads, trackballs, and adjustments for operator use of the display; and operator functional workload considerations, when performed as an integral part of an operational task
- Design, develop, and evaluate software and hardware for system-wide processing, transfer, and distribution of near-real-time traffic information
- Develop or refine architectures describing all aspects of traffic management automation and display systems and assist in the decomposition of architectures into functional components and program products
- Assist in the analysis of archived data and the development of simulations that demonstrate, either analytically or by event tracking, the effects of various traffic management methods
- Build, test, and support traffic management adaptation datasets
- Support the operation and maintenance of operational traffic management systems in the areas of communications, interfaces, flight database processing, adaptation data, and other related traffic flow management technology
- Identify, define, and implement advanced traffic management concepts and support traffic management research and development efforts
- Assist in the deployment of traffic management systems by providing integrated operation concepts and procedures; provide site implementation assessments, coordination and surveys; develop and provide training

C.3.2 National Airspace System Engineering and Implementation

The work to be performed in the National Airspace System (NAS) engineering and implementation task area covers planning, coordination, site surveys, assessment, interface and transition engineering, site preparation and installation of joint Federal Aviation Administration (FAA)/Department of Defense (DOD) NAS systems to be deployed at Air Force bases and prototype systems to be field tested at civilian air traffic control facilities. Tasks in this area may include, but are not limited to the following:

- Overall system engineering and site management
- Management of land leases and construction permits
- Documentation of installed equipment and system modifications
- Coordination and scheduling of escorts to access restricted flight line areas
- Planning and coordination required for site surveys including team staffing, security clearances, site contacts and notification
- In-brief and out-brief support to include benefits and features of planned NAS improvements along with general system requirements and logistics concepts, and anticipated implementation schedule

- Data gathering of site-specific configuration data for NAS systems
- Determination of existing conditions and design of site-specific power, Heating, Ventilation, and Air Conditioning (HVAC), grounding, lightning protection, communications and access upgrades to meet the requirements of NAS systems
- Structural analyses of cab structural steel beam supports for mounting of video monitor articulating arm
- Design of new electronics equipment room
- Design of fire protection systems
- Assessment of relevant planned projects and current equipment baseline
- System integration to include communication between systems and physical integration
- System documentation
- Functional and performance specification development to evaluate monitoring and test equipment
- Plan for, specify systems and materials, and execute the transition of Air Traffic Control (ATC) equipment and operations from existing ATC facilities to new facilities
- Development of transition and cutover plan
- Preparation of site survey reports
- Site preparation required to ready site for NAS system installation
- Transition and cutover support
- Technical expertise support to address communications and other engineering and installation related concerns
- Retrofit fielded NAS systems with hardware and software upgrades

C.3.3 Air Traffic Safety

This task area covers air traffic safety including analysis of the current NAS and planned NextGen improvements. Safety analysis includes hazard analysis in accordance with the FAA Safety Management System (SMS) and development of models for simulation of the NAS. Tasks in this area may include, but are not limited to the following:

- Software design, programming, mathematical modeling, and documentation for NAS simulation model development
- Scientific software design expertise (using C/C++), mathematical and physical modeling development expertise, and documentation expertise
- Conduct and document of software verification and validation testing
- Conduct hazard analysis for NAS operations and systems to include likelihood of occurrence and severity of NAS hazards in accordance with FAA SMS safety risk management guidance
- Conduct additional safety analysis for NextGen improvements to include integrated analysis of air-ground CNS/Air Traffic Management (ATM) systems in accordance with FAA and aviation industry standards

C.3.4 Airport and Terminal Operations

The Volpe Center provides Air Traffic Operations – Terminal (ATO-T) Program Operations Support. Tasks shall support a range of systems engineering support functions necessary to facilitate the investment decision process Acquisition Management System (AMS) for various terminal and surveillance systems that are scheduled for future acquisition, implementation and deployment in the NAS Enterprise Architecture and the NextGen vision. This includes the Low Cost Ground Surveillance (LCGS) system, Runway Status Lights System (RWSL), Airport Surface Detection Equipment – Model X (ASDE-X), in addition to other systems that are currently under evaluation and test. Within the scope of the Runway Incursion Reduction Program (RIRP) the FAA is evaluating commercially available LCGS products for potential application at selected small/medium airports where Airport Surface

Detection Equipment (ASDE) technology is not currently available. The Volpe Center is supporting the LCGS product evaluation, pilot development and certification process for the LCGS Program. Tasks will support activities specified below:

- Provide contract support on an ATC user evaluation of the systems at the selected test sites
- Support the implementation of a pilot project to deploy and evaluate selected LCGS products at a broader set of airports. This includes:
 - Site engineering, site preparation, installation, test, and evaluation the system in an operational environment (airport).
- Support the development of a certification process to qualify additional LCGS products
- Develop cost-benefit, safety analyses and other data required to support an FAA JRC (Joint Resources Council) program investment decision
- Support the Concept of Operations, Cost Benefit Analyses, and Requirements Development process to proceed with an Investment Analysis in accordance with AMS guidance
- Support infrastructure development activities at various airports as needed
- Support Operational Evaluation and User Evaluation activities
- Support FAA operational transition plan development for terminal systems
- Provide technical assistance for various System Life Extension Program (SLEP) activities on existing systems in the surveillance portfolio (e.g., Mode-S SLEP for ASR-9)
- Provide input to vendor and sensor manufacturers with requirements definition, support, troubleshooting and/or diagnosis of installed equipment or future equipment to be installed
- Provide optimization support, technical knowledge, technology transfer and oversight
- Participate in cross functional meetings in support of the systems

C.4 GENERAL REQUIREMENTS

All electronic and information technology (EIT) deliverables rendered under this contract must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available for viewing at <http://www.section508.gov>.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING (MAY 1999)**

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

D.2 MARKING (MAY 1999)

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

- a. Name of contractor;
- b. Contract number;
- c. Task order number; (if applicable)
- d. Description of items contained therein;
- e. Consignee's name and address; and
- f. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

SECTION E - INSPECTION AND ACCEPTANCE

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

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

<http://www.arnet.gov/far> (FAR)

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

<http://www.dot.gov/ost/m60/earl/tamcomplete.htm> (TAM)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAR 2009)

- A. 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.
- B. 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 Contracting Officer or designee.
- C. Inspection and acceptance of supplies/services for performance-based task orders (i.e., CPFF - Completion) shall have identifiable performance measures and metric/quality acceptable levels that will form the basis of the inspection and acceptance criteria. For each performance-based task order, the Government will develop a quality assurance plan for use in monitoring contractor performance against the performance measures and metric/quality acceptable levels that shall be clearly defined. The quality assurance plans will be developed at the task order level.
- D. 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 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far> (FAR)

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

<http://www.dot.gov/ost/m60/earl/tamcomplete.htm> (TAM)

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER (applies to FFP task orders)	AUG 1989
52.242-15	STOP WORK ORDER ALTERNATE I (applies to CPFF, CPAF task orders)	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN 2003

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 2009)

The period of performance of the contract shall be five (5) years from the date the Contracting Officer signs the contract award (effective date of contract).

F.3 DELIVERIES (NOV 2007)

Delivery of supplies, services, and written documents [e.g. reports, briefings, presentations, etc. (including required formats and delivery locations)] will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the Contracting Officer (CO), designated Administrative Contracting Officer (ACO) and/or Contract Specialist, and/or designated CO's Technical Representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORTS (APR 2008)

A Contractor who has been awarded one or more task orders for work performed shall provide monthly overall contract progress reports. The contract progress reports shall be provided to the Contracting Officer or designee no later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office 2003 compatible format.

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

- 1) A listing of all new task orders accepted for the preceding month, including for each:
 - a) Task order number and date of issuance;
 - b) Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
 - c) Amount obligated under task order;

- d) Total number of hours ordered by the Contracting Officer, if applicable; total number of hours incurred by the Contractor by labor category; and total number of hours incurred by labor category regardless of task order type;
 - e) Key milestones (including date of deliverables);
 - f) Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s);
 - g) Type of task order (i.e., FFP, CPAF, CPFF Term, and CPFF Completion); and
 - h) Key personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.
- 2) A listing of all ongoing task orders (excluding those from Paragraph 1 above), including:
- a) Task order number and date of issuance;
 - b) Any modifications to the task order;
 - c) Summary of dollars expended to date per task order;
 - d) Estimated percentage of work yet to be completed on the task order;
 - e) Progress in meeting performance measures under the task order (if applicable).
- 3) A listing of all completed task orders, including:
- a) Task order number and date of issuance;
 - b) Number and value of modifications issued for the task order;
 - c) Completion date of task order and whether or not inspection and acceptance has been performed by Government;
 - d) Total dollar amount of task order, including modifications;
 - e) Success/failure in meeting performance measures under the task order (if applicable); and
 - f) Status of performance evaluation comments.
- 4) Significant findings, problems, delays, events, and trends during the reporting period that result from or affect the performance of any task order.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS (APR 2008)

A monthly progress report shall be submitted for each task order. The monthly task order progress reports shall be provided not later than the 15th of each month. The Volpe Center requires that the task order progress report be submitted electronically in a Microsoft Office compatible format. If a contractor has been awarded more than one task order monthly progress reports will be submitted separately. Unless otherwise prescribed in the task order, the report will cover the following items:

1. The work performed during the previous month.
2. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
3. Detailed technical description of the work planned for the next reporting period.
4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.

5. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.
6. Report on accomplishments against any identified performance metrics if applicable.

F.6 MONTHLY TASK ORDER COST REPORTS (MAR 2009)

Monthly cost reports, except for fixed-price tasks, will be submitted by the contractor setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc. that have been incurred and/or committed. The monthly task order cost reports shall be provided not later than the 15th of each month. Proprietary rate information should not be discussed in the cost reports. The costs that have been committed but are unpaid to date will be noted in the cost reports. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the contractor shall also make its current assessment of completing the remaining work within the remaining funds. 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 report its estimate of the total allowable cost incurred under the task order, and in the case of a cost underrun, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format (See Attachment J.1 - MONTHLY TASK ORDER COST REPORT FORMAT).

F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (MAR 2008)

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

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

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

A. Contract Progress Report:

- 1 copy CO or designee
- 1 copy COTR

B. Monthly Task Order Progress Reports:

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

C. Monthly Task Order Cost Reports:

1 copy CO or designee
 1 copy COTR
 1 copy TOCOTR

D. Technical Reports

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

F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

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

F.10 RIGHTS IN DATA (DEC 1998)

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

F.11 WARRANTIES (MAY 1999)

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

F.12 LICENSES (MAY 1999)

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

F.13 PLACE OF CONTRACT PERFORMANCE (JAN 2008)

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

SECTION G - CONTRACT AND ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994)

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

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

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003)

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

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

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

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

G.3 ORDERING (MAY 2009)

- A. During the period of performance of the contract, the CO or the ACO may issue task orders in accordance with Section I.1. (FAR 52.216-18 and 52.216-22).
- B. The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals are authorized ordering officers: Designated ACOs.
- C. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
- D. A Standard Form 30 will be used to modify task orders.
- E. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) calendar days of receipt.
- F. Each task order issued may incorporate the contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

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

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (MAY 2009)

- A. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:
 - 1. The Government's need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
 - 2. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
 - 3. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- or
- 4. It is necessary to place the order with a particular contractor in order to satisfy a minimum order;

- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Unless the procedures in Paragraph A are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
1. The Government will examine existing information already in the Government's possession such as an awardee's original proposal and proposals in response to Task Order Requests for Proposal (TORFP) (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.
 2. The CO may contact contractors to identify resource availability and price/cost for well-defined tasks. The CO may issue written requests to the contractors requesting the submission of written and/or oral technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.
 3. A written cost proposal will be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the contractor customarily uses), as indicated by the contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the master contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the master contract must also be justified.
 4. Each TORFP will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) any other relevant instructions to the contractor.
 5. Upon receipt of a TORFP, the contractor may submit an offer to the CO that must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
 6. The method of evaluation and selection of an awardee for a task order will be identified in the TORFP.
 7. The Government shall have the right to select the contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.

8. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.237-70, Section I.
9. Upon request, the Government will debrief unsuccessful Offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order.

G.5 TASK ORDER OMBUDSMAN (MAY 2009)

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman, U.S. Department of Transportation, Research and Innovative Technology Administration, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: Richard R. John; fax: (617) 494-3731; e-mail: Richard.John@dot.gov. It should be noted that in accordance with FAR 16.505(a)(9), no protest under FAR 33.1 is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period, maximum value of the contract, or a task order valued in excess of \$10 million.

G.6 TECHNICAL DIRECTION (MAR 2003)

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

G.7 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

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

G.8 PAYMENT AND CONSIDERATION (MAY 2009)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order. Specific clauses to be used in each case are provided below:

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

CONSIDERATION - FIXED PRICE

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

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

CONSIDERATION - COST-PLUS-FIXED-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE

COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

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

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

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

CONSIDERATION - COST-PLUS-AWARD-FEE

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

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

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

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

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

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

(a) EXCEPTIONAL PERFORMANCE (100 Percent)

The contractor's contribution in the performance of the task is absolutely essential to the overall effort and always exceeds the contribution normally expected. Most importantly, within the scope and cost of the task order, the work is performed expertly and thoroughly that a new dimension is added to the original requirement. Resulting deliverables always are provided on time or ahead of schedule, or are under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial

expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a proficient and effective manner so as to maximize both the Government's return on investment and the contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The contractor displays quality management, including identification of and statistical process control for critical processes and subcontractor involvement in continuous process improvement.

(b) GOOD PERFORMANCE (85 Percent)

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

(c) SATISFACTORY PERFORMANCE (70 Percent)

The contractor's contribution in the performance of the task is a solid asset to the overall effort and is commensurate with the amount of contribution expected. Work is performed in a professional and thorough manner, and deliverables meet all contract requirements. Some deliverables may be delivered ahead of schedule while others may experience slight delays; however, overall, the contract schedule is met. Some creativity and innovative thought is demonstrated in the delivery of work. Cost and personnel performance are acceptable and any deviations are within what would be expected of an effective and professional execution of a technical support effort. Subcontracting goals are met in all categories.

(d) MARGINAL PERFORMANCE (40 Percent)

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

(e) UNSATISFACTORY (0 Percent)

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

G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAY 2009)

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

The invoicing and payment office for all contract actions issued by the DOT/RITA/Volpe National Transportation Systems Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma.

The Contractor must submit all invoices, including supporting documentation, **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each invoice and provide the applicable information in the fields listed below.

Invoice Date:
 Supplier Name:
 Invoice Amount:
 Invoice Number:
 Contract No.
 Task Order No.:
 Modification No.:
 Terms/Discount:
 Performance Period:
 Notes:

Under indefinite delivery/indefinite quantity contracts, separate invoice or contract financing requests must be submitted for each task order. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The Contractor shall submit a final interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The final interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the Contractor shall submit a corrected final interim invoice.

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

- 1) Consecutively number each interim payment request beginning with No. 1 for each task;
- 2) The invoice shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment;
- 3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified;
- 4) When the Contractor submits invoices on a monthly basis, the period covered by invoices or requests

for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report;

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

G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 2009)

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 financing request for costs. However, the request must be submitted separately.

For **term-type task orders**, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based upon a percentage of costs expended during performance of the task order. Final amount may be determined at contract closeout as contractor maintains the right to invoice for costs expended on completed task orders up until that time.

On a **completion-type task order**, if performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO. The contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will 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.11 PERFORMANCE EVALUATIONS (JAN 2008)

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

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

G.12 VOUCHER REVIEW (MAR 2003)

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

G.13 COST ACCOUNTING SYSTEMS (APR 2008)

Cost Accounting System

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

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 Contracting Officer approval. This also applies to subcontractors. The Administrative Labor categories included in the contractor's Cost and Business Proposal are hereby incorporated into the contract.

Other Direct Costs

In addition to travel and equipment costs estimated by the Government, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior Contracting Officer approval. Elements of other direct costs identified in the contractor's Cost and Business Proposal are hereby incorporated into the contract.

Task Order Proposal Preparation Cost

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

Uncompensated Overtime

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

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

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

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

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

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

Prime Contractor Workweek

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

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

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>
	TBD	TBD	TBD

During performance, the contractor must provide compensated and uncompensated hours in at least the same

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

- (1) Extending the term of the task order and requiring that the contractor provide the total level-of-effort at no extra cost to the Government, or
- (2) Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.14 INCREMENTAL FUNDING OF TASK ORDERS (MAR 2009)

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$ TBD by \$ TBD to \$ TBD. The amount allotted to the estimated cost is increased from \$ TBD by \$ TBD to \$ TBD. The amount obligated for the fixed fee/award fee is increased from \$ TBD by \$ TBD to \$ TBD. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
- (2) The estimated level-of-effort applicable to the incremental funding provided herein is TBD professional labor-hours.
- (3) The incremental funding provided herein is estimated to be adequate for services performed through TBD.
- (4) The funding must be tracked and billed accordingly. The funds obligated in Block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

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

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

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

G.15 TRAVEL AND PER DIEM (MAY 2009)

All travel performed under this contract shall be performed in accordance with Federal Travel Regulations (FTR) and must be approved in writing 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:

- 1.) Airline Tickets (commercial rate economy seating).
- 2.) Hotel Expenses (Government rates unless pre-approved by the COTR).
- 3.) 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.

G.16 SUBCONTRACTING REPORT (MAR 2008)

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

G.17 ALLOTMENT (MAR 2003)

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

The accounting and appropriation amount currently allotted is as follows:

<u>PR Number</u>	<u>Accounting Code</u>	<u>Amount Obligated</u>
DTRT-RVT-73-1001	51FAM6B200 HD23400000	\$2,500.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the contractor's supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently Governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

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

H.3 CONTRACTOR RESPONSIBILITY (MAY 2009)

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 a Government building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

H.4 SALES TAX EXEMPTION (MAY 1999)

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

The contractor will be provided with tax exemption certificates for the purpose of obtaining an exemption

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

H.5 LEVEL-OF-EFFORT NOTIFICATION (MAY 2009)

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 order in the next thirty days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level established for that task order;
- (2) The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

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

H.6 HANDLING OF DATA (MAR 2008)

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

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

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

Through formal training in company policy and procedures, the contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above,

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

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

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

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

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 Federal Acquisition Regulations (FAR), Clause 52.227-14, "Rights in Data - General" (DEC 2007), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regards 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.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

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

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);
- (5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and
- (6) Any effect on the task order completion time or delivery schedule shall be identified.

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

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

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

H.8 INSURANCE (MAR 2003)

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

The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

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

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

H.9 MAXIMUM FEE/PROFIT (MAY 2009)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a **cost-plus-fixed-fee** contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of *redacted* percent of the subcontract, equipment, and travel costs, and *redacted* percent of all other costs.

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

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

H.10 SUBCONTRACT APPROVAL (MAR 2009)

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

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

H.11 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (MAY 2009)

Portions of the work under Section C may require contract personnel with security clearances at Confidential or Secret levels, and in some instances, Top Secret. Cleared personnel, if required, must be available at the time of task order award. The Contractor may be required to possess a Top Secret Facilities Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Attachment J.4 – DOD 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>
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]

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

H.12 REQUESTS TO ACQUIRE EQUIPMENT (MAR 2003)

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

H.13 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (MAY 2009)

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 Volpe Center. The Contractor shall coordinate compliance with the CO and COTR.

- (1) The Contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.
- (2) The Contractor is responsible for obtaining a copy of the Center's security requirements/regulations, VNTSC Selected Directive 1600.3, Admittance to Volpe Center Buildings.
- (3) All items of Government Property are subject to the Center's security regulations.
- (4) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:
 - (a) Submit a written request for these items of property to the CO and COTR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.
 - (b) The Contractor shall submit, within ten (10) calendar days of task order award, a list of its on-site employees to the Volpe Center CO and COTR. Once the list is submitted, the Contractor will notify the CO and COTR of any staff changes when they occur, and shall update the list of on-site employees every six (6) months thereafter.
 - (c) When an employee resigns, or is terminated or reassigned, the contractor shall provide written evidence to the CO and COTR of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Operations Office.

H.14 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)

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

- (1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.
- (2) The contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.
- (3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.15 ACCOUNTING SYSTEM (DEC 2003)

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

H.16 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004)

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

H.17 DISCLOSURE OF CONFLICTS OF INTEREST (MAY 2009)

- (a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's Technical Proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- (b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no organizational conflict of

interest, actual or potential, exists relevant to work under the contract. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

- (d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may
 - (1) disqualify the offeror, or
 - (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. If after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, or any resultant task order, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

SECTION I - CONTRACT CLAUSES

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

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

<http://www.arnet.gov/far> (FAR)

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

<http://www.dot.gov/ost/m60/earl/tamcomplete.htm> (TAM)

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997

52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	OCT 2004
52.215-17	WAIVER OF FACILITES CAPITOL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) THER THAN PENSIONS	JUL 2005
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows:	
	(a) <u>from date of contract award through five years</u>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows:	
	(a) \$2,500	
	(b)(1) \$10,000,000	
	(b)(2) \$10,000,000	
	(b)(3) three calendar days	
	(d) three calendar days	
52.216-22	INDEFINITE QUANTITY	OCT 1995
	For the purpose of this clause, the blank(s) are completed as follows:	
	(d) contractor shall not be required to make any deliveries under this contract <u>12 months after the contract performance period expires.</u>	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause, the blank is completed as follows:	
	<u>30 calendar days before expiration of the contract performance period.</u>	
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
	For the purpose of this clause, the blanks are completed as follows:	
	(a) first blank - <u>before expiration of the contract performance period.</u>	
	(a) second blank - <u>15 calendar days before expiration of the contract performance period.</u>	
	(c) <u>66 months.</u>	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	APR 2009
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
	For the purpose of this clause, the blank is completed as follows:	
	(a) zero	
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFECIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONNEL COMPUTER PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICES AND CONSTRUCTION CONTRACTS	MAY 2008
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	DEC 2007 APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.227-14	RIGHTS IN DATA - GENERAL ALTERNATES I, II, AND III	DEC 2007 DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE- LICENSE	DEC 2007
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILIBILITY OF FUNDS	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	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I	OCT 2008 FEB 2002

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.234-4	EARNED VALUE MANAGEMENT SYSTEM	JUL 2006
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED PRICE ALTERNATES I, II	AUG 1987 APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATES I, II	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2007 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
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
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1525.222-71	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
1252.237-72	PROHIBITION ON ADVERTISING	JAN 1996
1252.239-70	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	APR 2005
1252.242-71	CONTRACTOR TESTIMONY	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS	OCT 1994

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

This contract is subject to the written approval of the Chief of the Acquisition Division, RVP-30, and shall not be binding until so approved.

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

(a) The contractor shall make the following notifications in writing:

(1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

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

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

I.4 TAR 1252.216-71 DETERMINATION OF AWARD FEE (APR 2005)

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within * (*insert number*) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at (** identify location of award fee amounts*). Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

* To be Determined (TBD) at Task Order Level

I.5 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

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

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor * (*insert number*) calendar days prior to the start of the first evaluation period.

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

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

* To be Determined (TBD) at Task Order Level

I.6 TAR 1252.216-73 DISTRIBUTION OF AWARD FEE (APR 2005)

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

Evaluation Period: *

Available Award Fee: *

(b) After the contractor has been paid 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. Thereafter, base fee and award fee payments may continue.

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

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

* To be Determined (TBD) at Task Order Level

I.7 TAR 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

- (1) Program Manager – *redacted*
- (2) To be specified under individual task orders

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	PAGES
J.1	Monthly Task Order Cost Report Format	2
J.2	Contractor Performance Evaluation Report	6
J.3	Labor Category Qualifications	2
J.4	DOD Contract Security Classification Specification, DD Form 254	3

ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

MONTHLY TASK ORDER COST REPORT FOR PRIME CONTRACTOR

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

MONTHLY TASK ORDER COST REPORT FOR SUBCONTRACTOR										
Subcontractor: XYZ Company										
Task Order #		Title								
Task Order Start Date:			Funding Obligated to Date							
Period of Performance:			Cost	\$-						
Reporting Period:			Fee	\$-						
			CPFF	\$-						
	TOTAL TASK ORDER									
CATEGORY	ALLOCATED VALUE		PRIOR PERIOD		CURRENT PERIOD		CUMULATIVE AMOUNT		PERCENT TO DATE	
<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>
Senior Staff	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
Middle Staff	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
Staff	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
Junior Staff	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
Senior Technician	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
Technician	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
<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		\$-		\$-		\$-		\$-		
ODC		\$-		\$-		\$-		\$-		
Travel		\$-		\$-		\$-		\$-		
Total Estimated Cost										

ATTACHMENT J.2 – CONTRACTOR PERFORMANCE EVALUATION REPORT



CONTRACTOR PERFORMANCE REPORT

Host Agency:	Report Type:	Report Date: From:	To:
Evaluating Organization:	Contracting Office:	Contract Number:	Order Number:
Contractor Name and Address:		TIN: DUNS: SIC/NAICS: Commodity Code: Contract Type:	
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Description of Requirement:			

RATINGS

Quality of Product or Service

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

Rating:

Government Comments for Quality of Product or Service

Cost Control

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

Rating:

Government Comments for Cost Control

Timeliness of Performance

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

Rating:

Government Comments for Timeliness of Performance

Business Relations

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

Rating:

Government Comments for Business Relations

Subcontracts

Are subcontracts involved?
Government Comments for Comment on subcontracts

Contractor Key Personnel

Contractor Manager/Principal Investigator

Government Comments for Contractor Manager/Principal Investigator

Contractor Key Person

Government Comments for Contractor Key Person

Contractor Key Person

Government Comments for Contractor Key Person

Small Business Subcontracting Plan

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

Small Disadvantaged Business Goals

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

Government Comments for Meeting SDB Subcontracting Requirements

Small Business Subcontracting Plan

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

Government Comments for Comments on Small Business Subcontracting Plan

Small Disadvantaged Business Goals

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

Government Comments for Meeting SDB Subcontracting Requirements

Customer Satisfaction

Is/was the contractor committed to customer satisfaction?

Government Comments for Customer Satisfaction

Project Officer/COTR

Phone: Ext: Fax:
Internet Address:

Government Comments for Overall Comment

Contracting Officer

Phone: Ext: Fax:
Internet Address:

Contractor Representative

Phone: Ext: Fax:
Internet Address:

Summary Ratings:

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

CONTRACTOR COMMENTS

Contractor's Comments for Quality of Product or Service

Contractor's Comments for Cost Control

Contractor's Comments for Timeliness of Performance

Contractor's Comments for Business Relations

Contractor's Comments for Comment on subcontracts

Contractor's Comments for Contractor Manager/Principal Investigator

Contractor's Comments for Contractor Key Person

Contractor's Comments for Contractor Key Person

Contractor's Comments for Comments on Small Business Subcontracting Plan

Contractor's Comments for Meeting SDB Subcontracting Requirements

Contractor's Comments for Customer Satisfaction

Contractor's Comments for Overall Comment

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

ATTACHMENT J.3 - LABOR CATEGORY QUALIFICATIONS

COMMUNICATIONS, NAVIGATION AND SURVEILLANCE (CNS) SYSTEMS AND TRANSPORTATION TRAFFIC MANAGEMENT (TTM) SUPPORT

SENIOR STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling twenty (20) years in a technical area directly related to the Statement of Work (SOW).

MIDDLE STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling sixteen (16) years in a technical area directly related to the SOW.

STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling twelve (12) years in a technical area directly related to the SOW.

JUNIOR STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling eight (8) years in a technical area directly related to the SOW.

SENIOR TECHNICIAN - to perform successfully in this capacity, the individual must have a combination of education and experience totaling (10) years in a technical area directly related to the SOW.

TECHNICIAN - to perform successfully in this capacity, the individual must have a combination of education and experience totaling (2) years in a technical area directly related to the SOW.

The aforementioned annual experience totals may be achieved by following the below Summary Table. For purposes of this table the please note the following.

- A Ph.D. degree in a directly related discipline to the SOW is equivalent to sixteen (16) years of professional experience.
- A Masters degree in a directly related discipline to the SOW is equivalent to twelve (12) years of professional experience.
- A Bachelors degree in a directly related discipline to the SOW is equivalent to eight (8) years of professional experience.
- An individual with no undergraduate or post-graduate degree must possess the full amount of required yearly work experience in a field directly related to the SOW to qualify for the appropriate labor category.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS

Labor Category	Years of Experience	Degree
Senior Staff	4	Ph.D.
	8	MS/MA/MBA
	12	BS
	20	None
Middle Staff	0	Ph.D.
	4	MS/MA/MBA
	8	BS
	16	None
Staff	0	Ph.D.
	0	MS/MS.MBA
	4	BS
	12	None
Junior Staff	0	Ph.D.
	0	MS/MA/MBA
	0	BS
	8	None
Senior Technician	0	Ph.D.
	0	MS/MA/MBA
	2	BS
	10	None
Technician	0	Ph.D.
	0	MS/MA/MBA
	0	BS
	2	None

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

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

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

the individual indicated in block 16e to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD Sponsoring agencies, requests for disclosure shall be submitted to that agency.

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

Specific and complete classification guidance will be provided by Volpe Center Sponsoring agencies if and when services requiring clearance are performed.

<p>14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. <i>(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. <i>(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.</p>		
<p>a. TYPED NAME OF CERTIFYING OFFICIAL</p>	<p>b. TITLE</p>	<p>c. TELEPHONE <i>(Include Area Code)</i></p>
<p>d. ADDRESS <i>(Include Zip Code)</i></p>	<p>17. REQUIRED DISTRIBUTION</p> <p><input type="checkbox"/> a. CONTRACTOR</p> <p><input type="checkbox"/> b. SUBCONTRACTOR</p> <p><input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</p> <p><input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</p> <p><input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER</p> <p><input type="checkbox"/> f. OTHERS AS NECESSARY</p>	
<p>e. SIGNATURE</p>		

DD FORM 254 (BACK), DEC 1999