

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 69
2. CONTRACT (Proc. Inst. Ident.) NO. DTRT5714D30013		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DTRT-RVP-33-1196	
5. ISSUED BY CODE	RVP-32	6. ADMINISTERED BY (If other than Item 5) CODE	RVP-32	
USDOT/RITA/Volpe Center Contracts & Tech Support Services 55 Broadway RVP-32 Cambridge MA 02142-1001		USDOT/ RITA /Volpe Center Contracts & Tech Support Services 55 Broadway RVP-32 Cambridge MA 02142-1001		

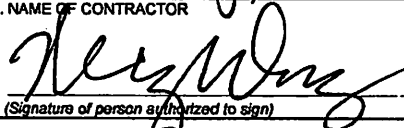
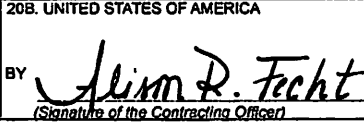
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Avar Consulting, Incorporated 1395 Piccard Dr Ste 200 Rockville MD 20850		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT SB Net 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE	FACILITY CODE TO	12. PAYMENT WILL BE MADE BY CODE	VOLPE PAYMENT OFFIC
See Individual Task Order Awards		DOT/FAA Enterprise Services Center Volpeinvoices@faa.gov	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		14. ACCOUNTING AND APPROPRIATION DATA 51WE40500 C232A00000 25205V \$2,500	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
			15E. UNIT PRICE
			15F. AMOUNT
Continued			
15G. TOTAL AMOUNT OF CONTRACT			\$145,771,152.00

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) E. Joan Wang, President		20A. NAME OF CONTRACTING OFFICER Alison R. Fecht	
19B. NAME OF CONTRACTOR BY 	19C. DATE SIGNED 12/17/2013	20B. UNITED STATES OF AMERICA BY 	20C. DATE SIGNED 12/17/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTRT5714D30013

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NAME OF OFFEROR OR CONTRACTOR

Avar Consulting, Incorporated

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Recovery:: NON-RECOVERY FOB: Destination Period of Performance: 12/16/2013 to 12/15/2018				
0100	Communications and Operations Research and Analysis (CORA) Support Services Contract Obligated Amount: \$2,500.00 Accounting Info: Initiation Only OBJECT CLASS: 25205V \$145,768,652.00 (Subject to Availability of Funds)				145,771,152.00
0101	Firm Fixed Price Type (Not Separately Priced)	1	EA		0.00
0102	Cost Plus Fixed Fee- Completion Type (Not Separately Priced)	1	JO		0.00
0103	Cost Plus Fixed Fee- Term Type (Not Separately Priced)	1	JO		0.00

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONTRACT TYPE (JAN 2011)

- 1) This is an Indefinite Delivery/Indefinite Quantity (IDIQ) task order type contract. Work will be placed under this contract through the issuance of task orders.
- 2) Task orders may be issued on a Firm Fixed-Price (FFP), Cost Plus Fixed Fee (CPFF) completion-type, or CPFF term-type basis at the Contracting Officer's (CO) discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulation (FAR). Individual CPFF task orders may 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). Performance-based task orders will be used to the maximum extent practicable.
- 3) The Contract Line Item Number (CLIN) structure provided in paragraph B.3 below establishes a CLIN for the three 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, CPFF completion-type, and CPFF term-type task orders. In general, these terms and conditions are clear with regard to applicability.

B.2 CONTRACT LIMITATIONS (FEB 2011)

- 1) Multiple Contract Awards: Two (2) contracts have been awarded under Solicitation No. DTRT57-13-R-20007.
- 2) Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$145,771,152. As a task order is issued to one Contractor, its value is subtracted from the total value available to all Contractors.
- 3) Minimum Guarantee: The guaranteed minimum is \$2,500 for each contract.

B.3 CONTRACT LINE ITEMS (APR 2010)

The Contractor shall furnish all supplies and facilities (for off-site task orders only), personnel, and management necessary to provide the required services in accordance with the Statement of Work (SOW) in Section C titled, “8(a) Communications and Operations Research and Analysis (CORA) Support Services” and other terms and conditions of this contract, through individual task orders issued under one of the contract types set forth below:

CONTRACT LINE ITEM NO. (CLIN)	SERVICES
0100	CORA SERVICES – NOT SEPARATELY PRICED
0101	FIRM FIXED-PRICE TYPE*
0102	COST PLUS FIXED FEE - COMPLETION TYPE*
0103	COST PLUS FIXED FEE - TERM TYPE

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

B.4 LEVEL OF EFFORT – IDIQ

The total level of effort estimated to be ordered during the term of this contract is shown below.

Labor Category	Total Hours (5 years)
Professional Analyst	224,500
Professional Specialist	149,700
Senior Analyst	224,500
Senior Specialist	187,100
Senior Engineer	56,100
Middle Analyst	149,700
Middle Specialist	114,000
Middle Engineer	18,700
Junior Analyst	37,400
Junior Specialist	149,700
Junior Engineer	18,700
Administrative Specialist	18,700
Total Level of Effort	1,348,800

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

8(a) COMMUNICATIONS AND OPERATIONS RESEARCH AND ANALYSIS (CORA) SUPPORT SERVICES

C.1 BACKGROUND

The Volpe National Transportation Systems Center (Volpe Center) is an innovative, Federal, fee-for service organization within the U.S. Department of Transportation (DOT)/Research and Innovative Technology Administration (RITA), whose mission is to improve the Nation's transportation system. The Volpe Center's programmatic requirements cut across all modes of transportation, both national and international, for the DOT and non-DOT organizations, including state and local governments. The Volpe Center's eight Technical Centers (TC) focus on transportation, research, education, innovation, and other multimodal issues. Each of the Volpe Center's TCs applies its technical capabilities to the DOT strategic goals and national and international transportation priorities. The TCs expand the DOT's multimodal horizons and demonstrate how innovation can arise from creative and collaborative use of internal and external assets.

The Volpe Center utilizes a combination of Federal and Contractor personnel to maximize the broad range and quantity of skills needed to perform sponsoring organizations' projects. This multiple award vehicle will augment the Volpe Center's resources by providing high-technology capabilities and skills targeted to the Volpe Center's programmatic requirements in the area of Communications and Operations Research and Analysis (ORA).

Communications and ORA support have historically been provided through the utilization of support services contracts, allowing the Volpe Center to quickly respond to new and changing requirements of technical programs. On-site Communications and ORA services are currently being provided by the Volpe Transportation ORA and Communications (V-TRAC) support services task order (Contract No. DTRT57-09-D-30002, Task Order No. DTRTV-T9001). Task orders issued under the new CORA multiple award vehicle are anticipated to provide support in a manner and scope similar to the existing V-TRAC task order in the functional areas of Communications and ORA. The first task order issued under this multiple award vehicle (included as part of this RFP) includes an important requirement for on-site Management and Administration services in addition to CORA support.

C.2. SCOPE OF WORK

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

C.2.A CORA SUPPORT SERVICES

The Contractor shall provide resources capable of performing the necessary CORA functions in response to technical project requirements presented by the Volpe Center. The CORA functional areas support a broad project base, covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of CORA sub-areas. Technical project requirements vary widely in scope, cost estimates, and schedules. Volpe Center projects require specialized knowledge of a wide variety of

national transportation system modes (i.e., aviation, surface transportation, marine, pipeline, and rail systems).

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

The following sub-areas are included as part of the overall CORA support requirement:

Communications

- Writing and Editing
- Graphics
- Web Design and Development
- Communications Strategy Development and Stakeholder Engagement
- Conference Planning and Logistics
- Financial and Administrative Program Support
- Printing and Production Support

ORA

- System Analysis and Policy Impacts
- Industry Analysis
- System Operational Performance
- Technological Advances
- Strategic Framework
- Program Evaluation
- Engineering Support

C.2.A.1 COMMUNICATIONS SUPPORT SERVICES

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

Writing and Editing

The Volpe Center produces a wide variety of written products in support of its projects and programs; for example:

- Interim and final reports
- Journal articles
- Reference and training manuals
- User guides
- Scripts for videos or presentations
- Newsletters and brochures
- Marketing materials
- Web site text

Work in this area may require the Contractor to prepare original written products to support project requirements as well as editing services to support the production of final written and/or web products from text generated by others. Writing and editing will be in English and will require a full command of the language and grammar as well as an understanding of transportation and technical terminology, familiarity with Federal Government terminology, and knowledge of industry best practices for the production of written products. The Contractor shall have familiarity with the U.S. Government Printing Office (GPO) Style Manual and other recognized style guides and applicable specifications and standards. On occasion, the Contractor will be asked to provide translation services for business and technical documents. Translations may be from a foreign language into English and/or from English into a foreign language.

Graphics

Work in this area shall provide graphic arts design and production services to support Volpe Center projects and programs. For task orders performed on site at the Volpe Center, the Government shall furnish equipment and software necessary to provide and produce graphic arts design and production services. These services typically include, but are not limited to, the following:

- Electronic/desktop publishing
- Graphic design
- Computer-aided design and drafting
- Technical illustration

Work in this area may require the Contractor to design and produce graphics for a wide variety of products, including, but not limited to, printed material, projected visuals, exhibit and display components, multi-media presentations, and video titling and transitions. Graphics are generally produced using computer application software. The Contractor will be expected to maintain familiarity with computer graphics software and hardware being used by Volpe Center technical initiators in order to originate figures and convert initiator-supplied electronic graphic files into formats that can be modified and/or integrated into electronic documents using electronic publishing systems.

Web Design and Development

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

- Web page/site design for public and password-protected sites, including SharePoint
- Coding of web pages

Work in this area shall include design and development of web pages for a wide variety of technical projects and Volpe Center organizations. Web pages shall be designed using industry and Government best practices to optimize site usability and accessibility. Specific guidelines include but are not limited to the Department of Transportation's (DOT) Departmental Information Resource Management Manual (DIRMM); Section 508 of the Rehabilitation Act; Office of Management and Budget (OMB) Policies for Federal Agency Public Websites; Research-Based Web Design and Usability Guidelines; and the Volpe Center's Writing Style Guide, Volpe Brand Standards Guide, and Web Style Guide contained in the Volpe Communications Toolkit.

Communications Strategy Development and Stakeholder Engagement

Work in this area shall include the development of Communication Strategies and support of related outreach and stakeholder activities. Communication Strategy activities may include developing research approaches and detailed plans, conducting market research and stakeholder analysis, developing measurable communications goals, as well as developing communications strategies, implementation plans and related material, and prototyping potential communications collateral. The Contractor may be requested to travel to and facilitate meetings, focus groups and workshops designed to gather stakeholder input and inform them about potential communications strategies and outreach activities. In addition, the Contractor may be required to identify potential meeting participants, create agendas, capture feedback, and coordinate logistics to facilitate discussions and exercises with target audiences.

Conference Planning and Logistics

Work in this area shall include planning, organizing, executing, and/or recording conferences, meetings, webinars, peer exchanges, or symposia. Conferences range in size from 20 to 400 attendees and are for periods of several hours to several days. The typical conference lasts one day and has 50 attendees. Conference planning and logistics support may require significant travel and may require coordination with Volpe Center staff, other Contractors, and conference facility personnel to arrange conferences, meetings, workshops, etc. Conference planning and logistics services typically include, but are not limited to, the following:

- Planning, scheduling, managing, and cost estimation
- Development and maintenance of mailing lists
- Selection and provision of conference facilities and meeting rooms
- Provision and coordination of audio-visual, transcription, and other required support*
- Development of conference literature or graphics, including programs, signs, photography, name badges, and specialty items such as abstracts
- Preparation and distribution of invitations and registration packages
- Preparation of advertising, transportation, lodging, and other logistics
- Processing of participant registrations (including but not limited to web registration)
- Preparing minutes and/or proceedings for final publication
- Processing of invitational travel when these services are incidental to a conference, meeting, webinar, peer exchange, or symposium that the Contractor has been engaged to plan under the task order.

** The Contractor may be required to coordinate and provide light refreshments for specific conferences, meetings, webinars, peer exchanges, or symposia. In accordance with the Federal Travel Regulation and the terms and conditions of this task order, the Contractor may coordinate and provide light refreshments for such events only when approved in advance by the TOCO.*

Financial and Administrative Program Support

Work in this area shall include general and specialized program and administrative management support, cost and risk analysis, project planning and scheduling, strategic and operational planning, as well as meeting facilitation and webinar support. Work in this area may include maintaining and documenting the results of program and project reviews; review and analysis of progress reports; generation of cost, budget, and financial analyses; processing invitational travel and Government invitational travel for official project-related activities of the Volpe Center; processing U.S. State Department e-Country

Clearances for project-related travel, and providing assistance in the documentation, planning, scheduling, maintenance, and tracking of projects. It may also include the planning, facilitating, and note taking at meetings and webinars as well as the preparation of meeting/webinar summaries and other associated documentation.

Printing and Production Support

Work in this area shall include providing printing and reproduction services and the associated binding and distribution. Color reproduction services shall include the ability to create color copies from black and white copies. Since the Volpe Center is a customer-focused organization, the Contractor must have the ability to provide such services quickly and efficiently and adjust to changing workflows and customer priorities. Incoming jobs may be in hard copy, network electronic files, or removable electronic media such as compact disks (CDs), digital video disks (DVDs), or optical disks. The Contractor shall provide advice on production, binding, publication, and distribution options; their associated pros and cons; and estimated costs. The Contractor shall arrange for documents to be printed through the GPO and shall serve as the Volpe Center's GPO liaison. All printing and work shall be accomplished in conformance with Title 44, United States Codes, regulations of the U.S. Government's Joint Committee on Printing (JCP); applicable provisions of appropriation acts; applicable regulations issued by the DOT, the GPO, and the U.S. Postal Service; and with copyright laws. The Contractor shall maintain paper stocks that comply with JCP Paper Specification Standards and Executive Orders requiring the use of recycled fiber content.

C.2.A.2 OPERATIONS RESEARCH AND ANALYSIS (ORA) SUPORT SERVICES

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

System Analysis and Policy Impacts

This sub-area covers analyses of the impacts of the flow of people and goods and/or transportation and logistics systems and operations on society and the environment. In addition, this area covers the impact of Government regulation on the transportation industry and commercial enterprise. Work in this area may include safety and environmental impact and risk analyses of transportation and logistics systems and components as they relate to health and welfare, land and energy use, material consumption, noise, air quality, pollution, climate change, alternative fuel policies, quality of life issues, and social objectives. The work may also include analyses of public policy options and their impact on domestic intermodal competition, international competitiveness, socioeconomic policy, and/or environmental quality. Work under this area may also include analyses of the impact of proposed public policy options or regulatory changes on private and public carriers, users, the transportation industry, the public and/or governments. Analyses may be at the macro or micro level, depending on the scale and breadth of the subject matter.

Industry Analysis

This sub-area covers analyses of the business and economic aspects of the transportation industry, including issues of finance, business case analysis, market analysis, supply and demand forecasting, regulatory analysis, and productivity analysis. Included in this area are the gathering, compilation, and analysis of transportation-related data and statistics. Work may encompass economic analyses of alternative transportation investments, estimating demand for transportation services in selected markets, analysis and evaluation of transportation user charges, cost-benefit analysis and capital budget estimating for systems and infrastructure renewal, transportation operator and supply industry analysis, and financial

planning. The work may also encompass development of systems to manage and monitor industry processes and activities.

System Operational Performance

This sub-area includes the application of theoretical and practical analysis techniques to existing and anticipated issues relating to large-scale transportation and logistics systems. Work may involve analysis of transportation and logistics system issues (such as supply and demand for services, infrastructure, vehicle performance, evaluation of one or multiple transportation modes, asset management, traffic flow and demographics, operator performance, fleet mix, safety, security, timeliness, cost, and other performance metrics) and the definition of new or modified operation concepts that satisfy requirements and enhance performance. Task orders may involve delay analysis, arrival and trip time variability analyses, web database design and development, and design and testing of new or enhanced processes to improve system performance (e.g., operation procedures, safety procedures, and automated information systems for decision support). Increasingly, work under this sub-area may require the application of advanced data analytics relative to high-volume, high-velocity, high-variety, and/or virtual datasets with structured and/or unstructured data.

Technological Advances

This sub-area includes the application of theoretical and practical analysis techniques to the assessment of transportation and logistics-related technology and associated technology policy and/or institutional innovations. Work in this area may include the assessment and selection of appropriate technologies available to improve current transportation and logistics operations, including vehicle, guide way, system command and control (including vehicle and/or guide way automation concepts), maintenance, supply, scheduling, physical / cyber security, and distribution systems. The work may include technology forecasting, technology assessments, and cost-benefit studies requiring knowledge of existing transportation and logistics practices and software. This area also covers the study and assessment of transportation research and development issues, programs, and activities for the purpose of making and furthering transportation public policy relative to concepts for advanced transportation system technology governance, finance, privacy, security, cooperative public-private operations, risk / liability frameworks, data and intellectual property rights, spectrum management, and system safety assurance.

Strategic Framework

This sub-area covers strategic transportation system and/or program planning. Task orders may involve present systems and technologies; policy guidance concerning future system directions; system synthesis and analysis; and a number of economic, legal, and management factors. In general, these efforts will assist top Government officials in making decisions concerning the need for, timing of, and expected adequacy of proposed transportation and logistics systems and programs. This sub-area also includes activities whose primary purpose is to develop groups and organizations in ways that increase their effectiveness. Such activities may be in direct support of strategic research or system planning initiatives or other organizational improvement efforts. Activities are focused at a variety of organizational levels and customers and typically involve providing assistance to a customer organization of the Volpe Center in one or more aspects of managing transitions from a current to a desired future state.

Program Evaluation

This sub-area involves the systematic application of social science tools and program evaluation principles and techniques to assess the strengths and weaknesses of transportation programs, policies, and

organizations and to improve their efficiency, effectiveness, timeliness, and broad scale impacts. Work in this area involves active stakeholder engagement strategies, the use of both quantitative and qualitative data collection and analysis methods, logic modeling, development and implementation of on-going program performance measures and one-time prospective studies or retrospective success case studies. Task orders may include the development and implementation of a wide variety of program evaluation types, including formative and summative evaluations, context evaluation, needs assessments, utilization-focused evaluation, implementation evaluation, process evaluation, outcome evaluation, impact evaluation and cost-benefit analyses. Program evaluation requirements in this sub-area will emphasize adherence to commonly accepted standards in evaluation, such as utility, feasibility, accuracy, propriety, and accountability. A key area of emphasis may be utility standards, such as the development and implementation of reporting and communication approaches that not only effectively disseminate important research findings but also improve the knowledge translation, knowledge transfer, technology transfer, and overall utilization of research and research products.

Engineering Support

This sub-area covers several engineering disciplines in support of a variety of analytical systems engineering efforts performed in conjunction with any of the activities described above, with emphasis on transportation systems that encompass ground, aerial, and marine vehicles with supporting infrastructure. Typically, engineering skills and expertise will be applied as part of multi-disciplinary project teams that address transportation-related problems and solutions. Engineering support includes, but is not limited to, the disciplines of electrical/electronics, mechanical, civil, industrial, chemical, environmental, software, and engineering psychology. Engineering expertise consists of knowledge and experience in sensing, telecommunications (including spectrum engineering and policy analysis), positioning, navigation, physical and cyber security, data acquisition, and automatic control systems. In addition, this engineering expertise extends to technology capability assessment, development of system functional requirements, performance requirements, and verification and validation testing via simulations, laboratory test environments, and controlled naturalistic test environments.

C.2.B CONTRACT MANAGEMENT

The Contractor shall perform the necessary management and administration functions required for effective contract and task order performance. The Contractor shall provide effective leadership, planning, management, quality control, direction, and supervision of work activities and personnel needed for effective performance. Required activities include, but are not limited to, technical leadership, project management, financial and administrative management, and rapid staff recruitment and deployment. Detailed requirements will be specifically addressed at the task order level when the scope of work includes an important requirement for on-site management and administration services.

C.2.B.1 TECHNICAL LEADERSHIP AND STAFFING

The Contractor shall provide contract-level guidance and oversight and add technical value and leadership to projects, ensuring excellence in all work performed in support of the Volpe Center. The Contractor shall demonstrate an understanding of the nature of the Volpe Center's project staffing requirements and ensure that all Volpe Center requirements are met with appropriately skilled professionals. The Contractor shall manage its workforce so that it is flexible enough to respond to changing project requirements with minimal downtime. The Contractor shall provide a strong Communications and ORA capability to support Volpe Center projects (current and future), and establish effective communication mechanisms to define and document the Volpe Center's technical projects' requirements. The Contractor shall collaborate with the Volpe Center in identifying emerging technologies and methodologies

applicable to work performed and fulfill such other organizational development and subcontracting administration functions as necessary to maintain a highly qualified and motivated workforce to support the Volpe Center.

C.2.B.2 PROJECT MANAGEMENT

The Contractor shall provide sound project planning and management capabilities and establish processes for coordinating the activities and results across multi-disciplinary teams. The Contractor shall manage and utilize a project management system capable of tracking and reporting its labor and other direct costs (ODC) as well as providing accurate visibility into project scope, cost, schedule, and deliverables. The Contractor shall be responsible for assuring project goals are met on time, within budget, and with high quality deliverables.

C.2.B.3 FINANCIAL AND ADMINISTRATIVE MANAGEMENT

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

C.3 SUSTAINABLE ACQUISITION REQUIREMENT

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

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

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

D.2 MARKING (MAY 1999)

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAR 2009)

- 1) Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.
- 2) Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) calendar days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the CO or designee.
- 3) Inspection and acceptance of supplies/services for 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.
- 4) The Government has the right to inspect all supplies and services required by the individual task orders, to the extent practicable, at any and all places and times and in all circumstances or event before acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

F.2 CONTRACT PERIOD OF PERFORMANCE (FEB 2011)

This contract shall become effective on the date the CO signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period will continue for 5 years thereafter (i.e., term of the contract). Also see the clause in Section I titled, "Ordering" (FAR 52.216-18).

The performance period will continue until the time specified in the clause in Section I.1 titled, "Indefinite Quantity" (FAR 52.216-22).

F.3 DELIVERIES (MAY 2013)

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

F.4 DELIVERABLE AND REPORTING REQUIREMENTS FOR TASK ORDERS (MAR 2008)

Specific deliverable and reporting requirements will be specified at the task order level.

F.5 CONTRACT PROGRESS REPORTS (MAY 2013)

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 submitted no later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office 2010 compatible format. The monthly progress reports shall address all activity under the contract through the last day of the previous month. The reports 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 CO, 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, CPFF, Performance Based); and
 - h) Key personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.
- 2) A listing of all ongoing task orders (excluding those from paragraph 1 above), including:
- a) Task order number and date of issuance;
 - b) Any modifications to the task order;
 - c) Summary of dollars expended to date per task order;
 - 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.

Any data submitted in the contract progress reports, along with other relevant information, may be included in a past performance database developed and maintained by the Government (see Section G, paragraph G.12, Performance Evaluations).

F.6 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 2013)

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

- 1) The work performed during the previous month;
- 2) Significant findings, problems, delays, events, trends, etc. during the reporting period that result from or affect the performance of the task order;
- 3) Detailed technical description of the work planned for the next reporting period;

- 4) Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order;
- 5) An up-to-date schedule of the work to be performed under the task order. 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.7 MONTHLY TASK ORDER COST REPORTS (FEB 2011)

(This clause does not apply to fixed-price task orders.)

The Contractor must submit monthly cost reports setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours,(2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary, and (4) projected monthly spending plan table to include: obligations, monthly actual costs, cumulative actual costs, monthly projected costs, cumulative projected costs. The reports shall be provided to the CO and COR no later than the 15th of each month. **Proprietary rate information should not be discussed.** The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. 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 under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office 2010 compatible format (See Section J, Attachment J.1 – Monthly Task Order Cost Report Format).

F.8 TECHNICAL REPORTS – TASK ORDER CONTRACTS (MAY 2013)

(The clause applies only as specified in task orders.)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report(s) may be used for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center COR or TOCOR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COR's and/or TOCOR'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.9 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 2013)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract (see Section H, paragraph H.21, GPO Printing Requirement).

- 1) Contract Progress Report:
 - 1 copy CO or designee
 - 1 copy COR
- 2) Monthly Task Order Progress Report:
 - 1 copy CO or designee
 - 1 copy COR
 - 1 copy TOCOR
- 3) Monthly Task Order Cost Report:
 - 1 copy CO or designee
 - 1 copy COR
 - 1 copy TOCOR
- 4) 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.10 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.11 RIGHTS IN DATA (DEC 2007)

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

F.12 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.13 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.14 PLACE OF CONTRACT PERFORMANCE (MAY 2013)

The Government anticipates that the preponderance of work will be performed on-site at the Volpe Center in Cambridge, Massachusetts. Some task orders, however, may require performance at the Contractor’s facility or at other locations throughout the United States. The specific place of performance will be identified at the task order level. For task orders that require performance at a Government facility, authorization will be provided in writing by the CO at the time of task order award.

F.15 DELIVERABLE AND REPORTING REQUIREMENTS (MASTER CONTRACT)

	Deliverable	Schedule	Deliver To
1)	Contract Progress Reports	Monthly, no later than the 15th of each month, in accordance with Section F, <u>paragraph F.5</u>	CO, ACO, & COR
2)	Certificates of Insurance Policies	Within 10 days of task order award and whenever changed, in accordance with Section H, paragraph H.19	CO & ACO

F.16 DELIVERABLE FORMAT (MAY 2013)

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAY 2013)

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

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

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

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

Job Order Initiator: The CO may designate a Job Order Initiator to act as a representative of the CO to perform the duties of the COR in connection with the technical oversight of individual job orders. *(Applicable only to task orders that include provisions for the issuance of job orders.)*

The CO, ACO, COR, TOCOR, and Job Order Initiators are, unless otherwise indicated, located at:

DOT/RITA/Volpe Center
55 Broadway
Cambridge, MA 02142-1001

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

- 1) The CO may designate Government personnel to act as the COR to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five (5) working days after contract award or for construction, not less than five (5) working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.
- 2) The CO cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.3 ORDERING (MAY 2013)

- 1) During the period of performance of the contract, the CO or the ACO may issue task orders in accordance with Section I, paragraph I.1.A (FAR 52.216-18 and 52.216-22)
- 2) The Government will order any services to be furnished under this contract by issuing task orders electronically using an Optional Form 347. In addition to the CO, the following individuals are authorized ordering officers: Designated ACOs.
- 3) The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
- 4) A Standard Form 30 will be used to modify the contract and task orders.
- 5) A representative authorized by the Contractor shall acknowledge receipt of each task order within three (3) business days of issuance.
- 6) Each task order issued may incorporate the Contractor's technical and/or cost/price proposals and will include an estimated cost and fixed fee or a total fixed price set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.
- 7) Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so, in writing, by the CO or designee.

G.4 TASK ORDERS ISSUED UNDER 8(a) MULTIPLE AWARD CONTRACTS (MAY 2013)

- A. All Contractors shall be provided a fair opportunity to be considered for each task order to be issued pursuant to the procedures set forth below, unless:
 - 1) The agency need for the services is so urgent that providing a fair opportunity would result in unacceptable delays;
 - 2) Only one awardee is capable of providing the services required at the level of quality required because the services are unique or highly specialized;
 - 3) The order must 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 the contract, provided that all awardees were given a fair opportunity to be considered for the original task order;
 - 4) It is necessary to place an order to satisfy a minimum guarantee; or
 - 5) The contractor is the awardee of the first task order for on-site support services (CORA Task Order 1), to which the Exclusion Provision described in Section H, paragraph H.12 of CORA Task Order 1 applies.
 - 6) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

- 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) A written proposal will be required for all task orders to be issued under this contract. The cost/price proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, ODCs, etc.).
 - 2) Each TORFP will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) any other relevant instructions to the contractor.
 - 3) Upon receipt of a TORFP, the Contractor may submit an offer to the CO in accordance with the proposal requirements set forth in the TORFP. The proposal must be submitted by the time specified in the request.
 - 4) The method of evaluation and selection of an awardee for a task order will be identified in the TORFP.
 - 5) The Government shall have the right to select the contractor for award based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.
 - 6) If the Government determines that certain personnel are key to the successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to Section I, TAR 1252.215-70.
 - 7) Unsuccessful Offerors may request a proposal debriefing only for those task orders that exceed \$5 million. Requests must be made in writing within three (3) days of the notice of award for a specific task order.

G.5 TASK ORDER LIMITATIONS (DEC 1998)

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

Costs incurred under a task order shall relate only to the performance of the work called for in that task order. The level of effort or the funds allocated to a task order may not be applied to work under any other task order issued under the contract without the written authorization of the CO.

The term "task order" shall be substituted for "schedule" wherever the word appears in FAR clauses 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a task order, the provisions of the appropriate clauses shall apply to each work order as if it were a task order.

G.6 TASK ORDER OMBUDSMAN (MAY 2013)

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Volpe Center Competition Advocate, U.S. Department of Transportation/Research and Innovative Technology Administration/Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: David S. Ishihara; fax: (617) 494-3062; email: David.Ishihara@dot.gov. It should be noted that in accordance with FAR 16.505(a)(9), no protest is authorized in connection with the issuance of a task order valued at \$10 million or less except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office in accordance with the procedures set forth in FAR Part 33.104.

G.7 TECHNICAL DIRECTION (MAY 2013)

Performance of the work hereunder shall be under the technical direction of the COR and TOCOR on a specific task order. As used herein, "technical direction" is limited to directions to the Contractor that fill in details or otherwise complete the specific description of work set forth in the task order. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or task order, or otherwise affect any other provision of this contract. The Contractor may not begin work without obligated funding and written technical direction.

G.8 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

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

G.9 PAYMENT AND CONSIDERATION (APR 2008)

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

- 1) The following clause is applicable to fixed price task orders:

CONSIDERATION - FIXED PRICE

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

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

CONSIDERATION – COST PLUS FIXED FEE

- a) Subject to the clauses Limitation of Cost (FAR 52.232-20), 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 the time of task order award), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(To be completed at the time of task order award) for the performance of this task order.

- b) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- c) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.10 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (FEB 2011)

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 Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma.

All invoices, including supporting documentation, shall be submitted **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **email** at the following address: volpeinvoices@faa.gov (all lower case). 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:

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

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

- 1) Consecutively number each interim payment request beginning with No. 1 for each task.
- 2) The Contractor **must specify** the appropriate cost per funding source(s) in which ESC should make payment on the SF 1034. If this information cannot be entered on the SF 1034 the Contractor must **clearly state** where the information can be found in the voucher package on the SF 1034. The same procedures shall be followed for fee invoices. In addition, the Contractor must indicate if the voucher is a cost voucher or a fee voucher on the SF 1034. Cost and Fee

vouchers must continue to be billed separately and must be clearly marked in the title so ESC at FAA may make distinction.

- 3) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
- 4) 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.
- 5) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- 6) 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.

G.11 PAYMENT OF FEE – COST PLUS FIXED FEE (MAY 2013)

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

For **term-type task orders**, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based 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.

In accordance with FAR 52.216-8, the Government will withhold 15% of the earned fixed fee per invoice, per task order, until \$100,000 is withheld on each task order. After the \$100,000 fixed fee for each task order is withheld, full payment of additional fee may be invoiced through the remainder of the task order performance period. On task orders in excess of \$10,000,000 the CO reserves the right to withhold an amount determined sufficient, but not less than \$100,000. The withheld fixed fee may be invoiced during closeout of the master contract.

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

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

G.12 PERFORMANCE EVALUATIONS (MAY 2013)

Performance evaluations shall be completed for each completed task order over \$150,000 and for selected task orders 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 Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete evaluations. Completed performance evaluations may be accessed in the Past Performance Information Retrieval System (PPIRS).

The Contractor is required to register in CPARS and shall have thirty (30) calendar days in which to respond to Government comments. The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be attached to the Report.

G.13 VOUCHER REVIEW (MAR 2003)

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

G.14 COST ACCOUNTING SYSTEMS (FEB 2011)

Cost Accounting System

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

Administrative Labor

Only those labor categories and functions identified and priced out in the Cost and Business Proposal are billable as direct labor during performance without prior CO approval. This also applies to subcontractors. The Administrative Labor categories included in the 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 in Schedule 2, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior CO approval. Elements of other direct cost identified in the Contractor's Cost and Business Proposal are hereby incorporated into the contract.

Task Order Proposal Preparation Cost

Submission of proposals in response to TORFPs 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. Bid and proposal costs for unsuccessful Offerors will not be reimbursed.

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 TORFPs.)

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>
	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

Subcontractor Workweek

Subcontractor Name: (To be determined)

Division: (To be determined)

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

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

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

G.15 INCREMENTAL FUNDING OF TASK ORDERS (APR 2008)

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 \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level of effort, estimated costs or fixed fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed fee will be payable in accordance with other clauses of the contract.

- 2) The estimated level of effort applicable to the incremental funding provided herein is _____ professional labor hours.
- 3) The incremental funding provided herein is estimated to be adequate for services performed through _____.
- 4) The funding must be tracked and billed accordingly. The funds obligated in Block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

- 1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level of effort, estimated costs or fixed 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 _____.
- 3) The funding must be tracked and billed accordingly. The funds obligated in Block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

G.16 TRAVEL AND PER DIEM (MAY 2013)

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

- Airline Tickets (commercial rate economy seating).
- Hotel Expenses (Government rates unless concurred in advance by the CO, COR, or TOCOR, as specified in individual task orders)
- All Other Modes of Transportation (Taxi receipts are not required if less than \$75.00).

Under cost-type task orders, food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates. The CO reserves the right to modify procedures on a task order level if there are extensive travel requirements.

G.17 SUBCONTRACTING REPORT (MAR 2008)

Pursuant to FAR 52.219-14, Limitations on Subcontracting, Contractors may not subcontract greater than 50 percent of the cost 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.18 ALLOTMENT (FEB 2011)

Pursuant to paragraph 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-RVP-33-1196	51WE40500 C232A00000 25205V	\$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 CO 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 CO for that contract and not carry out the direction until a clarification has been issued by the CO.

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 CONFLICT OF INTEREST DISCLOSURE (MAY 2013)

- a) An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Government, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in organizations regulated by or assisted by DOT or in organizations whose interest may be substantially affected by Departmental activities.
- b) In its master contract and task order proposals, the Offeror shall provide a statement describing 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 or task order where the decision or action can have an economic or

other impact on the interests of a regulated or affected organization.

- c) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in subparagraph b above, that performance of the proposed contract or task order can be accomplished in an impartial and objective manner.
- d) In the absence of any relevant interest identified in subparagraph b above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- e) The CO will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the CO may disqualify the Offeror, or 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 or task order awarded.
- f) 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 or task order may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract or task order awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. The disclosure shall include a full description of the conflict, and a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The CO may, however, terminate the contract or task order for convenience if he or she deems that termination is in the best interest of the Government.

H.3 HOURS OF WORK (DEC 1998)

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

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

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

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

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

H.4 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (APR 2008)

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

- a) The Contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.
- b) The Contractor is responsible for obtaining a copy of the Center's security requirements/regulations (Volpe Center Order No. 1600.3, "Admittance to Volpe Center Buildings").
- c) All items of Government Property are subject to the Center's security regulations.
- d) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:
 - 1) Submit a written request for these items of property to the CO and COR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.
 - 2) The Contractor shall submit, within ten (10) calendar days of contract award, a list of its on-site employees to the Volpe Center CO and COR. Once the list is submitted, the Contractor will notify the CO and COR of any staff changes when they occur, and shall update the list of on-site employees every six (6) months thereafter.
 - 3) When an employee resigns, or is terminated or reassigned, the Contractor shall provide written evidence to the CO and COR of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Operations Office.

H.5 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)

- a) Any work under this contract which is performed by the Contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:
 - 1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the Contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the CO may reasonably require for safety and accident prevention purposes.
 - 2) The Contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.

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

H.6 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)

The following definitions are provided:

- "Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.
- "Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.
- "Contractor Employee" means prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
- "Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
- "Issuing Office" means the DOT entity that issues identification cards to contractor employees.
- "Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.

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

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

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

- 2) Pre-screening of Contractor Employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the

Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:

- a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
 - b) Falsification of information entered on forms or of other documents submitted.
 - c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.
 - d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.
- 3) Citizenship and Alien Status. The Contractor must monitor an alien's continued authorization for employment in the United States. The Contractor must provide documentation to the CO *or* the COR during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.
- 4) Background Investigation and Adjudication. The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (interoperable) cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.
- 5) Agency Access Denied. Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.

- 6) Identification Card Application Process. The COR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

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

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

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

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

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

- a) Renewal: A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
- b) Lost/Stolen: Immediately upon detection, the contractor or contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the contractor to the local police, a copy of the police report must be

provided to the COR or CO. From the date of notification to DOT, the contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

- c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.
- 8) Surrender of ID Cards. Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.
- 9) Use of This Clause. The Contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

H.7 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (FEB 2011)

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 transition of the contract or task order. Some task orders may require access to classified information. The requirement for a Secret or Top Secret Facility clearance for individual task orders will be determined at the time a TORFP is issued and whether or not the clearance will apply to the prime and/or any of its subcontractors.

If a Top Secret Facilities Clearance is required, the Contractor shall follow procedures in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense Security Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Section J, Attachment J.3 – 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 ((to be provided as GFI under Task Order 1).

<u>Labor Category</u>	<u>Sensitivity Level</u>
Professional Analyst	5 – Moderate Risk
Professional Specialist	5 – Moderate Risk
Senior Analyst	5 – Moderate Risk
Senior Specialist	5 – Moderate Risk
Senior Engineer	5 – Moderate Risk
Middle Analyst	5 – Moderate Risk
Middle Specialist	5 – Moderate Risk
Middle Engineer	5 – Moderate Risk
Junior Analyst	5 – Moderate Risk
Junior Specialist	5 – Moderate Risk
Junior Engineer	5 – Moderate Risk
Administrative Specialist	5 – Moderate Risk

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

H.8 HANDLING OF DATA (AUG 2011)

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

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

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

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

The Contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

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

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

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

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

These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" generally has the meaning set forth in FAR 52.227-14, "Rights in Data - General" (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 regard to other companies' information that the Government may receive with restrictions or pursuant to a non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

H.9 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (APR 2008)

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

H.10 TECHNOLOGY UPGRADES/REFRESHMENTS (MAR 2008)

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:

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

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

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

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

H.11 INCIDENTAL HARDWARE/SOFTWARE (DEC 1998)

The acquisition of incidental hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or Contractor.

If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost, and rationale.

H.12 REQUESTS TO ACQUIRE EQUIPMENT (MAY 2013)

It may be necessary under this contract for the CO to allow the Contractor to acquire equipment to perform certain task orders under the contract. The Contractor is required to submit requests to acquire equipment to the CO for approval. The request shall include an explanation as to why the Contractor cannot provide the equipment from its own inventory, an analysis of the competitive pricing obtained, and the fair and reasonable pricing determination for the subject equipment. The Contractor shall track the Contractor-acquired equipment as Government Property in accordance with Government Property clauses incorporated elsewhere within this contract.

H.13 GOVERNMENT-CONTROLLED PROPERTY (APR 2008)

Property assigned to the Contractor for use under this contract will be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA in accordance with Section I.

H.14 CONTRACTOR RESPONSIBILITY (DEC 1998)

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

H.15 SUBCONTRACT CONSENT UNDER 8(a) CONTRACTS (MAY 2013)

Since this is an ID/IQ 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 the CO's consent for 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 task order and is not available from within the prime Contractor's staff or its existing team of subcontractors. In addition to the information required by FAR 52.244-2, the Contractor must submit written technical rationale describing the need for a new subcontractor.

If a subcontractor's accounting system has been reviewed by a Government audit agency (such as the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA)) and determined by the CO to be adequate for determining costs under a cost reimbursement contract, the subcontractor's proposal **must** be submitted as a CPFF type subcontract.

The approved subcontract value shall be the subcontract ceiling. The Contractor is required to monitor the subcontractor's costs and shall not exceed the approved cost ceiling for each subcontractor.

During task order solicitations Contractors shall obtain approval of all new subcontractors prior to submission of its task order proposal. The Contractor is reminded that pursuant to FAR 52.219-14, Limitations on Subcontracting, contractors may not subcontract greater than 50 percent of the cost of contract performance incurred for personnel under the master contract on a cumulative basis (see Section G, paragraph G.17).

H.16 LEVEL-OF-EFFORT NOTIFICATION (FEB 2011)

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

- a) The level-of-effort that the Contractor expects to incur under any term-type task in the next thirty days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level obligated for that task order;
- b) If obligations are from multiple funding sources, notification is required to be fund source specific in addition to the overall task order.
- c) 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.17 MAXIMUM FEE (MAY 2013)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a **CPFF** contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) __ percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) __ percent of all other costs. In accordance with Section G, paragraph, G.11, Payment of Fee – Cost-Plus Fixed Fee, fee will be determined as a percentage of costs expended.

H.18 ACCOUNTING SYSTEM (MAY 2013)

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

H.19 INSURANCE (FEB 2005)

The Contractor shall comply with Section I, FAR Clauses 52.228-5, "Insurance-Work on a Government Installation" and FAR 52.228-7, "Insurance-Liability to Third Persons." The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The Contractor is responsible for providing insurance of the following types and minimum amounts:

- a) Workman's Compensation and Employees Liability Insurance as required by applicable statute, but not less than \$100,000.
- b) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c) Property damage liability with a limit of not less than \$100,000 for each accident.
- d) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance with a limit of not less than \$40,000 for each accident.

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

A certificate of each policy of insurance shall be furnished to the CO within 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.20 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.21 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.22 INDIRECT RATE CEILINGS (SEP 2010)

Task Order Performance Period	Contractor Fiscal Year (CFY)	Fringe Benefits	Government Site Overhead	Home Office Overhead	Material Handling	G&A	Other
Period 1	CFY '14						
	CFY '14						
Period 2	CFY '15						
	CFY '15						
Period 3	CFY '16						
	CFY '16						
Period 4	CFY '17						
	CFY '17						
Period 5	CFY '18						
	CFY '18						
Allocation Base							
Fringe Benefits							
Government Site Overhead							
Home Office Overhead							
Material Handling							
G&A							
Other							

H.23 EXCLUSION PROVISION (MAY 2013)

The awardee of CORA Task Order 0001 will be excluded from competing on all subsequent TORFPs.

SECTION I - CONTRACT CLAUSES

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

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

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

Transportation Acquisition Regulation (TAR):

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

Transportation Acquisition Manual (TAM):

<https://one.dot.gov/ost/m1/m60/Shared%20Documents/Transportation%20Acquisition%20Manual/tam.htm>

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
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	OCT 2010
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 CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.210-1	MARKET RESEARCH	APR 2011

52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITOL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA –MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.216-18	ORDERING	OCT 1995
	For the purposes of this clause the blank is completed as follows:	
	<i>(a) from date of contract award through five years</i>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blanks are completed as follows:	
	<i>(a) \$2,500</i>	
	<i>(b)(1) \$120,000,000</i>	
	<i>(b)(2) \$120,000,000</i>	
	<i>(b)(3) seven (7) calendar days</i>	
	<i>(d)(3) seven (7) calendar days</i>	
52.216-22	INDEFINITE QUANTITY	OCT 1995
	For the purpose of this clause the blank is completed as follows:	
	<i>(d) Contractor shall not be required to make any deliveries under this contract <u>12 months after the contract period expires.</u></i>	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause the blank is completed as follows:	
	<i><u>30 calendar days before expiration of the contract performance period.</u></i>	
	<i><u>Substitute “contract and/or task order” for the word “contract” wherever it appears in the clause.</u></i>	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATIONS	JUL 2013

52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: <i>(a) zero</i>	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN 2013
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY ALTERNATE I	APR 1984 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
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE- WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996

52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
	<i>"Task Order" is to be substituted for "Schedule" wherever that word appears in the clause.</i>	
52.232-22	LIMITATION OF FUNDS	APR 1984
	<i>"Task Order" is to be substituted for "Schedule" wherever that word appears in the clause.</i>	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES-FIXED PRICE	AUG 1987
	ALTERNATE I	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
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)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
 - (2) The Contractor will notify the USDOT/RITA/Volpe Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only.
It is not a Wage Determination*

Employee Class **Monetary Wage – Fringe Benefits**
Administrative Specialist \$20.32

FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.2 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1252.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-72	PROTECTION OF HUMAN SUBJECTS	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994

I.2.A TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) - FULL TEXT CLAUSES

TAR 1252.219-71 SECTION 8(A) DIRECT AWARDS (APR 2005)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Transportation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The responsible SBA district office is:

Washington, DC District Office
740 15 Street, NW, 3rd Floor
Washington, DC 20005

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees:
 - 1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
 - 2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

TAR 1252.219-72 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS - ALTERNATE III (APR 2005)

In accordance with 48 CFR 1219.811-3(d)(3), the following paragraph is substituted for paragraph (c) of the FAR clause 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns:

- (c) Any award resulting from this solicitation will be made directly by the Volpe Center Contracting Officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

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 CO approves the change.

The Key Personnel under this Contract are:

1)

Position	Labor Category	Name
Contract Program Manager		

2) To be specified under individual task orders

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

- a) Required Policies and Regulations. Compliance with applicable Federal statutes, policies, standards, and guidelines is the responsibility of the Federal government and may not be abdicated to the Contractor. To achieve such compliance, the government requires the Contractor to conform to all U.S. Department of Transportation (DOT) and applicable Federal IT Security statutes, policies, standards, and reporting requirements, including, but not limited to:
- 1) Federal Information Security Management Act (FISMA) of 2002, 44 U.S.C § 3541et seq.
 - 2) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996," 40 U.S.C § 1401et seq.
 - 3) Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
 - 4) Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," and Appendix III, "Security of Federal Automated Information Systems," as amended.
 - 5) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
 - 6) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," August 27, 2004.
 - 7) DOT Order 1351.37, "Departmental Cybersecurity Policy."
 - 8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."
 - 9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."
 - 10) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."
 - 11) NIST FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
 - 12) NIST FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
 - 13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" and all related NIST Special Publications.
 - 14) NIST Special Publication 800-18, "Guide for Developing Security Plans for Federal Information Systems."

15) NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."

16) NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."

17) NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information Systems."

18) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."

19) NIST Special Publication 800-53, "Recommended Security Controls for Federal Information Systems."

20) NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."

21) NIST Special Publication 800-63, "Electronic Authentication Guidance."

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

Contractor shall obtain the written approval of the System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.

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

4) Upon termination of the contract or earlier, upon request, the Contactor shall provide to the DOT Authorizing Official or his/her designee all DOT data, source code, or database files, in a format specified by the DOT Authorizing Official or his/her designee.

- j) Monthly Deliverables: The Contractor shall provide, on a monthly basis, the following information in NIST Security Content Automation Protocols (SCAP) XML data formats:
- 1) Device inventory (type of device and software);
 - 2) Medium and High Vulnerabilities for each device;
 - 3) Deviations from approved configuration baselines for each device; and
 - 4) Additional information as required by OMB or the Department of Homeland Security (DHS) as indicated in the Departmental Cybersecurity Compendium.
- k) Quarterly Deliverables: The Contractor shall provide, on a quarterly basis, the following information in a format specified by the COR:
- 1) Plan of Action and Milestones (POA&M): The Contractor shall prepare a draft of the POA&M associated with known weaknesses at the completion of the initial security assessment. The Contractor shall collaborate with the DOT System Owner, Information System Security Officer/Manager (ISSO/ISSM) and DOT Authorizing Official to obtain necessary information to complete the POA&M to meet DOT guidelines specified in the DOT Departmental Compendium. The POA&M approved by the DOT Authorizing Official shall be included in the initial authorization package. Upon entering Continuous Monitoring phase, the Contractor shall update the POA&M at least quarterly to ensure it contains all known system security weaknesses discovered through security assessments, continuous monitoring, internal and external audits, and related activities that examine security and IT controls of the contractor's information system. The POA&M update shall also include progress on corrective actions for weaknesses previously identified.
- l) Annual Deliverables: The Contractor shall provide, on an annual basis, the following documents to the Contracting Officer and COR:
- 1) Updated security risk management documentation:
 - a. System Security Plan. The Contractor shall review and update the System Security Plan at least annually to ensure the plan is current, accurately describes implemented system controls and reflects changes to the Contractor's system and its environment of operations.
 - b. Security Assessment Report. The Contractor shall provide an update to the Security Assessment Report, based on the results of continuous monitoring performed. For systems categorized as High and Moderate security impact level, the independent Security Control Assessor must issue this report.

- c. Information System Contingency Plan (ISCP). The Contractor shall provide an annual update to the ISCP completed in accordance with the Departmental Cybersecurity Compendium.
 - d. FIPS PUB 199 Categorization. The Contractor shall provide an update to the FIPS PUB 199 Categorization which shall identify any and all information type changes and resulting security impact levels for Confidentiality, Integrity and Availability in accordance with the DOT Departmental Cybersecurity Compendium. The DOT Authorizing Official must approve all changes in FIPS PUB categorization.
- 2) Information Security Awareness and Training Records. The Contractor shall ensure its personnel complete both general awareness training and role-based training for personnel that perform roles deemed by DOT to require annual specialized security training (refer to Compendium Appendix D). The Contractor shall comply with awareness and training policy specified in the DOT Departmental Cybersecurity Compendium and evidence of completion of training shall be provided to the COR upon request by the Government.
- 3) Information System Interconnection Agreements. The Contractor shall identify all interconnections between its system and other parties. (Refer to the DOT Departmental Cybersecurity Compendium for definitions and requirements for documentation, security controls and authorization of interconnections).
- 4) All Other Applicable Documents as Specified in the Departmental Cybersecurity Compendium.
- m) HSPD-12/Identity, Credential and Access Management Requirements. The Contractor shall ensure, at a minimum, that all systems that it develops for or operates on behalf of the Government support the use of Personal Identity Verification (PIV) smart cards, and PIV interoperable (PIV-1) smart cards as appropriate, for authentication and access to those systems, for the digital signature of documents and workflows, and for the encryption of documents and information, in accordance with NIST PUB 201 and related special publications. When explicitly required, the Contractor shall ensure that all systems it develops for or operates on behalf of the Government meet applicable DOT policy requirements for identity, credential, and access management (ICAM) and require the use of a PIV card or PIV-1 for authentication, access, digital signature, and encryption. The Contractor shall ensure that services and products it purchases involving facility or system access control are on the current FIPS 201 Approved Products List, found at <http://www.idmanagement.gov/>.
 - n) US Government Configuration Baseline. The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB). This includes Internet Explorer configured to operate in Windows. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with USGCB Scanner capability to certify their products operate correctly with USGCB configurations and do not alter USGCB settings, and shall provide documentation of such validation to the Government as a prerequisite for

Government acceptance of the Contractor's products. The Contractor shall follow guidance in the DOT Departmental Cybersecurity Compendium for tracking and reporting deviations from these baselines.

- o) System Access Notice. The Contractor shall implement DOT-approved warning banners on all DOT systems (both public and private) operated by the Contractor prior to allowing authenticated access to the system(s). The DOT Departmental Cybersecurity Compendium specifies requirements for this warning banner and permitted deviations depending on the end user device.
- p) Privacy Act Notifications. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act." The Contractor shall ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

"This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Individuals who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both."
- q) Non-Disclosure Agreements. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.
- r) Nondisclosure of Security Safeguards. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards: the Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under the contract. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- s) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions described in paragraph (b).

SECTION J – LIST OF ATTACHMENTS

- J.1 MONTHLY TASK ORDER COST REPORT FORMAT
- J.2 LABOR CATEGORY DEFINITIONS AND PERSONNEL QUALIFICATIONS
- J.3 CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254

**ATTACHMENT J.1
MONTHLY TASK ORDER COST REPORT FORMAT**

MONTHLY TASK ORDER COST REPORT FOR PRIME CONTRACTOR											
Contractor: ABC Company											
Task Order #		Title									
Task Order Start Date:			Task Order Value				Funding Obligated to Date				
Period of Performance:			Cost	\$-			Cost	\$-	\$-		
Reporting Period:			Fee	\$-			Fee	\$-	\$-		
			CPFF	\$-			CPFF	\$-	\$-		
CATEGORY	TOTAL TASK ORDER VALUE		PRIOR PERIOD		CURRENT PERIOD		CUMULATIVE AMOUNT			PERCENT TO DATE	
Labor Hours	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		Hours	Dollars
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
<i>Subtotal Professional</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>			
Administrative	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-			
<i>Total all Labor</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>	<i>0.00</i>	<i>\$-</i>			
Estimated Labor Cost											
Direct Labor +		\$-		\$-		\$-		\$-			

Fringe										
Indirects (O/H, G&A, etc.)		\$-		\$-		\$-		\$-		
Travel		\$-		\$-		\$-		\$-		
Subcontractors		\$-		\$-		\$-		\$-		
Subcontract Admin.		\$-		\$-		\$-		\$-		
Purchases - ODCs		\$-		\$-		\$-		\$-		
Total Estimated Cost										

MONTHLY TASK ORDER COST REPORT FOR SUBCONTRACTOR

Subcontractor: XYZ Company										
Task Order #		Title								
Task Order Start Date:			Funding Obligated to Date							
Period of Performance:			Cost	\$-						
Reporting Period:			Fee	\$-						
			CPFF	\$-						
CATEGORY	TOTAL TASK ORDER ALLOCATED VALUE		PRIOR PERIOD		CURRENT PERIOD		CUMULATIVE AMOUNT		PERCENT TO DATE	
<i>Labor Hours</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
	0.00	\$-	0.00	\$-	0.00	\$-	0.00	\$-		
<i>Subtotal</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>		

<i>Professional</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 LABOR CATEGORY DEFINITIONS AND PERSONNEL QUALIFICATIONS

The following labor categories and definitions depict the types of personnel that will typically be required in support of Communications and ORA Task Orders. These categories are provided for ease in presenting staffing requirements and reporting.

I. ANALYST

Functions: Performs research and analyses on transportation and logistics issues requiring general and specialized analytical techniques, data and business process research, expertise in database management systems, and understanding of transportation industry (public and private), transportation operations, and/or transportation/logistics issues. Performs studies, evaluations, assessments, and documentation on transportation and logistics issues requiring techniques associated with the disciplines of economics, psychology, operations research, and mathematics/statistics.

Tasks generally involve issues of national importance and focus on one or more of the following: system performance and effectiveness; supply and demand forecasts; impact analysis and studies; socio-economic analysis; industry analysis; program evaluation; policy and regulatory development; strategic planning; communication strategy development and stakeholder engagement; project control; operations and maintenance assessment; cost and risk assessments and analysis; strategic and operational planning; capital investment needs; infrastructure and equipment management; metrics development; technology planning and evaluation; financial and information management; database structures and management; configuration management; system application prototyping and benchmarking; scheduling and estimation; structured analysis techniques; and critical technologies for planning and evaluation.

Requirements:

Professional: Master's degree (or equivalent*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to ORA and Communications work. For manager/supervisor positions, at least four (of the ten) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation/logistics issues.

Senior: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience involving project management responsibilities in a specialized transportation/logistics area as it relates to ORA and Communications work. For manager/supervisor positions, at least four (of the eight) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation/logistics issues.

Middle: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of five years of experience in the specialty area. Qualifying experience must include a minimum of three years intensive experience in a specialized transportation/logistics area as it relates to ORA and Communications work.

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

II. SPECIALIST

Functions: Develops, creates, and produces business and technical reports, brochures, and other publications and related materials on transportation projects and for the Center as a whole. Requires techniques associated with the disciplines of writing and editing, graphics, financial and information management, marketing and production. Plans, schedules, and manages overall program of conference activity, including coordination of logistics requirements and integration of other required services.

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

Requirements:

Professional: Master's degree (or equivalent*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to ORA and Communications work. For manager/supervisor positions, at least four (of the ten) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation/logistics issues.

Senior: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to ORA and Communications work. For manager/supervisor positions, at least four (of the eight) years of experience must involve project management responsibilities for a large task or several small tasks involving complex transportation/logistics issues.

Middle: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of five years of experience in the specialty area. Qualifying experience must include a minimum of three years of experience in a specialized transportation/logistics area as it relates to ORA and Communications work.

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

III. ENGINEER

Functions: Performs all phases of engineering support, including problem formulation/specification, system design, data collection, systems engineering and analysis, problem resolution, and documentation of results.

Requirements:

Senior: Bachelor's degree (or equivalent*) in an engineering discipline and a minimum of eight years of progressively increasing responsibilities in directly related project areas. Experience must include five years of specialized engineering experience involving major project management responsibilities.

Middle: Bachelor's degree (or equivalent*) in an engineering discipline and minimum of three years of progressively increasing responsibilities in directly related areas. Experience must include several phases typical of engineering support projects (e.g., problem formulation/specification, system design, data collection, systems design, engineering and analysis, and documentation of results).

Junior: Bachelor's degree (or equivalent*), preferably in an engineering discipline closely related to ORA and Communications work. .

* Equivalency Table Qualifications

Labor Category	Degree Only	Degree + Experience	Experience Only
Professional Analyst Professional Specialist	N/A	Ph.D. plus 7 years MA/MS plus 10 years BA/BS plus 12 years	15 years**
Senior Analyst Senior Specialist Senior Engineer	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years**
Middle Analyst Middle Specialist Middle Engineer	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years**
Junior Analyst Junior Specialist Junior Engineer	BA/BS	N/A	4 years**

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

**ATTACHMENT J.3
CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)		3. THIS SPECIFICATION IS: (x and complete as applicable)	
<input type="checkbox"/>	a. PRIME CONTRACT NUMBER	<input type="checkbox"/>	a. ORIGINAL (Complete date in all cases) DATE (YYMMDD)
<input type="checkbox"/>	b. SUBCONTRACT NUMBER	<input type="checkbox"/>	b. REVISED (Supersedes all previous specs) DATE (YYMMDD)
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER DUE DATE (YYMMDD)	<input type="checkbox"/>	c. FINAL (Complete Item 5 in all cases) DATE (YYMMDD)
4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u> </u> (Preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request <u> </u> retention of the identified classified material is authorized for the period of <u> </u>			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR			
NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)	
8. ACTUAL PERFORMANCE			
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT 			

10. 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 Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval.

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.

Access to Top Secret material will be at Sponsoring agency sites.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide 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.)
 Yes No

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE
Contracting Officer

c. TELEPHONE *(Include Area Code)*

d. ADDRESS *(Include Zip Code)*
 U.S. DOT/RITA/Volpe National Transportation Systems Center
 55 Broadway
 Cambridge, MA 02142

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY