

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 77	
2. CONTRACT (Proc. Inst. Ident.) NO. DTRT57-09-D-30001				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 6B-7020	
5. ISSUED BY U.S. DOT/RITA/Volpe Center 55 Broadway, RTV-6D1 Cambridge MA 02142-1001		CODE RTV-6D1		6. ADMINISTERED BY (If other than Item 5) U.S. DOT/RITA/Volpe Center 55 Broadway RTV-6D2 Cambridge MA 02142-1001		CODE RTV-6D2	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Interactive Elements Incorporated Attn: Susan Gilbert 60 East 42nd St., Suite 2035 New York NY 10165-2033				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM Block No. 12	

CODE		FACILITY CODE		11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE	
		VNTSC		U.S. DOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142-1001				DOT/FAA Enterprise Services Center Volpeinvoices@faa.gov		VOLPE PAYMENT OFFIC	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)				14. ACCOUNTING AND APPROPRIATION DATA 51YF859000 G857100000 25205V \$2,500.00			
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					\$2,500.00
15G. TOTAL AMOUNT OF CONTRACT					NTE \$90,000,000.00

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17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DTRT57-08-R-20023 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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Elizabeth A. Segal			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY Elizabeth A. Segal (Signature of the Contracting Officer)		10/1/08	

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 CONTRACT TYPE (DEC 2007)**

- A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Work will be placed under this contract through the issuance of individual task orders.
- B. Task orders may be issued on a firm fixed price (FFP), cost-plus-award-fee (CPAF), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulation (FAR). Performance-based task orders will be used to the maximum extent practicable.
- C. Individual CPFF task orders will be issued on a completion-type basis pursuant to FAR 16.306 (d)(1). If a completion-type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).
- D. The Contract Line Item Number (CLIN) structure provided in paragraph B.4 below establishes a CLIN for the four contract type/pricing methods available for use under this contract. Using a particular contract type/pricing methodology requires terms and conditions specific to that use, therefore this contract includes terms and conditions applicable to FFP, CPAF, CPFF completion, and CPFF term tasks. In general, these terms and conditions are clear on their face with regard to applicability.

B.2 CONTRACT LIMITATIONS (DEC 2007)

- A. Multiple Contract Awards: Three (3) contracts have been awarded under Solicitation No. DTRT57-08-R-20023.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$90 Million. As a task order is issued to one Contractor, its value is subtracted from the total value available to all Contractors.
- C. Minimum Guarantee: The guaranteed minimum is \$2,500 for each contract.

B.3 CONTRACT SCOPE (DEC 2007)

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

B.4 CONTRACT LINE ITEMS (DEC 2007)

ITEM NO.	SERVICES
0001	The Contractor shall furnish all supplies and facilities (for off-site task orders only), personnel, support, and management necessary to provide the required services in accordance with the Statement of Work (SOW) titled, "Transportation Operations Research Analysis (ORA) and Communications Support Services" and in accordance with the terms and conditions of this contract and the contract types set forth below.
0001AA	FIRM-FIXED-PRICE TYPE
0001AB	COST-PLUS-AWARD-FEE TYPE
0001AC	COST-PLUS-FIXED-FEE (COMPLETION TYPE)
0001AD	COST-PLUS-FIXED-FEE (TERM TYPE)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TRANSPORTATION OPERATIONS RESEARCH ANALYSIS (ORA) AND COMMUNICATIONS SUPPORT SERVICES

C.1 BACKGROUND

The Volpe National Transportation Systems Center (Volpe Center) is a Federal fee-for-service organization within the Research and Innovative Technology Administration (RITA) of the U.S. Department of Transportation (DOT). The Volpe Center's mission is to improve the safety, security, and efficiency of the Nation's transportation systems while minimizing its environmental impact. The Volpe Center's systems-level understanding of transportation technology, operations, and institutions, coupled with a wide range of analytical and engineering capabilities, is an invaluable resource to the DOT, other Federal agencies, and other organizations in connection with the transportation-related components of their missions.

The Volpe Center utilizes a combination of Federal and Contractor personnel to marshal the broad range and quantity of skills needed to perform sponsoring organizations' projects. This contract will constitute an important part of the Volpe Center's resources by providing high-technology capabilities and skills targeted to the Volpe Center's programmatic requirements in the areas of Transportation Operations Research Analysis (ORA) and Communications Support Services.

ORA and Communications support services have historically been provided through the utilization of on-site and off-site technical support services contracts. An important requirement for on-site ORA and Communications services is currently being met by the Transportation Research Analysis and Communications Expertise (TRACX) Contract, No. DTRS57-04-D-30043.

The Volpe Center expects to use this multiple award vehicle to fulfill both on-site and off-site requirements. The Volpe Center anticipates that one of the first and potentially the largest of the task orders issued under this multiple award vehicle will provide these services in a manner and scope similar to the existing TRACX contract. For this task order, the scope of work may include an important requirement for Contract Management and Administration services.

C.2 SCOPE OF WORK

The objective of this contract is to provide ORA and Communications support services to meet the Volpe Center's transportation and logistics project requirements. The Volpe Center's programmatic requirements for ORA and Communications support services cut across all modes of transportation for both DOT and non-DOT organizations, including state and local governments. For many projects, a seamless integration of ORA and Communications services is required to deliver products and services to the Volpe Center's customers.

C.3 AREAS OF WORK

C.3.A OPERATIONS RESEARCH ANALYSIS (ORA)

This functional area supports a very broad project base covering every mode of transportation, a wide variety of sponsoring organizations, and a wide variety of sub-areas. It broadly addresses the analysis and assessment of transportation systems and issues from a variety of perspectives. These perspectives include system performance and effectiveness, web development, safety assessments, supply and demand forecasts, impact analysis, socio-economic analysis, industry analysis, policy and regulatory development,

strategic planning, operations and maintenance assessment, risk assessments, capital investment needs, infrastructure and equipment management, metrics development, and critical technologies planning and evaluation.

Projects generally address issues of national importance, requiring an appreciation of local, national, and international transportation issues and trends, an inter-modal perspective, and an appreciation for the various public and private interests at work within these areas. Skill sets required to support ORA technical requirements include but are not limited to transportation planning and policy, operations research analysis, engineering, and mathematical and social science disciplines. The specific projects requiring support will vary depending on the national transportation priorities during the life of the contract.

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

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

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

1. System Analysis and Policy Impacts: Analysis of Impacts of Transportation/Logistics Systems and Policies

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 inter-modal 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 supply industry, and governments. Analyses may be at the macro or micro level, depending on the scale and breadth of the subject matter.

Work in this area may require analysts who are knowledgeable about the transportation industry and related public policy and are skilled in statistical analysis, modeling and simulation, linear and non-linear programming, risk analysis, financial and economic analysis, and human factors. Work may also require expert engineering, scientific, and professional skills to perform specialized studies relating to the environment, community and urban planning, public health and welfare, and the economy.

2. Industry Analysis: Collection of Transportation-Related Data and Assessment of Business and Economic Factors within the Transportation Industry

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.

Work in this area may require analysts who are knowledgeable about the transportation industry and are skilled in financial and economic analysis, analysis of business practices and organization behavior, marketing, statistics, mathematics, information gathering, analysis, management, dissemination, and industrial engineering and psychology.

3. System Operational Performance: Assessment of Transportation/Logistics System Performance and Improvement of System Effectiveness

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. Tasks may involve delay analysis, arrival and trip time variability analyses, web development, and the 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).

Work in this area may require analysts who are knowledgeable about the transportation sector and its operations and who are skilled in the use of statistical analysis tools; modeling and simulation; linear and non-linear programming; queuing theory; network theory and analyses; industrial psychology and engineering; financial/economic analysis; community and urban planning; human factors and/or organizational behavior; and web and database development and deployment for data collection, analysis, and dissemination.

4. Technological Advances: Assessment of Transportation/Logistics Technologies and Research and Development Needs and Policies

This sub-area includes the application of theoretical and practical analysis techniques to the assessment of transportation and logistics-related technology. Work in this area may include the assessment and selection of appropriate technologies available to improve current transportation and logistics operations, including vehicle, guideway, command and control, maintenance, supply, scheduling, system 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.

Work in this area may require analysts with a broad knowledge of and a strategic perspective on transportation enterprise accomplishments as well as scientific and engineering knowledge of a wide range of transportation-related technologies.

5. Financial and Administrative Program Support

This sub-area includes general and specialized program and administrative management support, cost and risk analysis, project planning and scheduling, and strategic and operational planning. 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; and assistance in the documentation, planning, scheduling, maintenance, and tracking of projects.

Work may require analysts skilled in business analysis, database management, financial analysis, economic analysis, and the use of estimating and scheduling tools. This area of work covers strategic and operational planning, training and curriculum development, program and workforce planning, risk analysis, trade-off studies, impact studies, records management, deployment planning, and configuration management.

6. Strategic Framework: Strategic Planning and Organizational Structures and Processes

This sub-area covers strategic transportation system planning. Tasks 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 task 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 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.

Work in this area may require analysts who are knowledgeable about the transportation industry and are skilled in the methods and practices associated with organizational management and strategic planning including theories of "total quality management," "action research," and "group and organizational systems dynamics", as well as training and curriculum development and program and workforce planning.

7. Engineering Support

This sub-area covers several engineering disciplines in support of a variety of analytical engineering efforts across the broad range of activities described above. Typically, engineering skills and expertise will be part of multi-disciplinary project teams. Engineering support includes skills in areas including but not limited to electronics, chemical, mechanical, environmental, civil, network, telecommunications, industrial, marine, navigation, security, and engineering psychology.

C.3.B COMMUNICATIONS

This functional area provides communications services to support a variety of Volpe Center functions and transportation and logistics projects. Work in this area shall provide business and technical writing and editing services to support Volpe Center projects and programs; conference planning, graphic arts design, web design and development, and production support. The Volpe Center supports and typically utilizes

Microsoft Office Suite products; however, projects may necessitate knowledge and use of other computer platforms and operating systems, including Mac OS, and software packages, including Adobe Acrobat, Illustrator, Quark, Photoshop, Visio, and others as appropriate. Skill sets required to support the Communications functional area include but are not limited to graphic arts design, web design and development, communications media design, and technical writing and editing.

The following functional sub-areas are included as part of the overall Communications support covered by this requirement.

- Writing and Editing
- Graphics
- Web Design and Development
- Conference Planning and Logistics
- Printing and Production Support

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

1. Writing and Editing Services

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.

2. Graphics

Work in this area shall provide graphic arts design and production services to support Volpe Center projects and programs. For tasks 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:

- Electronic/desktop publishing
- Graphics 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.

3. Web Design and Development

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

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

Work in this area shall include design and development of web pages for a wide variety of technical projects. 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 DOT's Departmental Information Resource Management Manual (DIRMM), Section 508 of the Rehabilitation Act, Office of Management and Budget (OMB) Policies for Federal Agency Public Websites, and Research-Based Web Design and Usability Guidelines.

4. Conference Planning and Logistics

Work in this area shall include planning, organizing, executing, and/or recording conferences, meetings, webinars, 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:

- 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

5. Printing and Production Support

Work in this area shall include providing color 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 CDs, 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 U.S. 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.4 CONTRACT MANAGEMENT AND ADMINISTRATION

The Contractor shall perform the necessary management and administration functions required for effective contract performance. The Contractor shall provide effective planning, management, quality control, direction, and supervision of the work activities involved and the personnel needed to perform these activities. For task orders where services will be provided in a manner and scope similar to the existing TRACX contract, the scope of work will include an important requirement for Contract Management and Administration services. Detailed requirements will be specifically addressed in any task order where applicable.

Required skills include but are not limited to technical leadership, contract management, financial management, and staff recruitment and deployment. The Contractor shall provide technical support and leadership in ORA and Communication services.

C.4.A TECHNICAL LEADERSHIP AND PROJECT MANAGEMENT

The Contractor shall provide technical leadership that will result in effective project planning, management, guidance, and resources that add technical value to projects. The Contractor shall provide guidance and oversight to meet project goals on time and with a quality product while managing to budget, and satisfying performance metrics. The Contractor shall establish effective communication mechanisms to define and document technical requirements and ensure work is performed to a level of quality, schedule, and cost that is consistent with the expectations of the Volpe Center. The Contractor shall provide project management capabilities and establish processes for coordinating the activities and results of multi-disciplinary teams. The Contractor shall maintain and operate a project management system capable of tracking and electronically reporting its labor and other direct costs (ODC) as well as providing accurate visibility into project scope, cost, schedule, and deliverables.

C.4.B STAFFING AND COST CONTROL

The Contractor shall maintain the necessary staffing level and labor mix to meet the requirements set forth in the task order and to be flexible enough to respond to shifts in program emphasis and direction with minimal downtime. The Contractor shall acquire an understanding of the nature of Volpe Center project staffing requirements and ensure project requirements are met with appropriately skilled professionals. The Contractor shall provide a financial management capability to meet the requirements set forth in the task order.

C.4.C CONTRACTING OPERATIONS AND ADMINISTRATIVE SUPPORT

The Contractor shall establish efficient and effective procedures that assure timely processing of work requests and shall maintain a system that will accumulate costs incurred by labor category for work requests. The Contractor shall provide administrative support and services essential to meet overall task order requirements and project performance requirements. These services include but are not limited to managing requests for network desktop support and telephone service, travel requests, property management, storage and retrieval of classified material, security clearances, employee entrance/exit processing, shipping, and receiving.

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	MAY 2001
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 (JAN 2008)

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

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

F.2 CONTRACT PERIOD OF PERFORMANCE (MAR 2008)

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

F.3 DELIVERIES (NOV 2007)

Delivery of supplies, services, and written documents [e.g. reports, briefings, presentations, etc. (including required formats and delivery locations)] will be performed in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the CO, designated Administrative CO (ACO) and/or Contract Specialist, and/or designated Contracting Officer's Technical Representative (COTR) 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 (APR 2008)

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

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

- 1) A listing of all new task orders accepted for the preceding month, including for each:
 - a) Task order number and date of issuance;
 - b) Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
 - c) Amount obligated under task order;
 - d) Total number of hours ordered by the Contracting Officer, if applicable; total number of hours incurred by the Contractor by labor category; and total number of hours incurred by labor category regardless of task order type;
 - e) Key milestones (including date of deliverables);
 - f) Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s);
 - g) Type of task order (i.e., FFP, CPFF, CPAF, Performance Based); and
 - h) Key personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.

- 2) A listing of all ongoing task orders (excluding those from Paragraph 1 above), including:
 - a) Task order number and date of issuance;
 - b) Any modifications to the task order;
 - c) Summary of dollars expended to date per task order;
 - 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 Paragraph G.12, Performance Evaluations).

F.6 MONTHLY TASK ORDER PROGRESS REPORTS (NOV 2007)

A monthly progress report shall be submitted for each task order. The progress reports shall be provided to the Contracting Officer or designee no later than the 15th of each month. The task order progress report must be submitted electronically in a Microsoft Office 2003 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 (JAN 2008)

(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 category as set forth in the task order (including subcontract hours); and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc. that have been incurred and/or committed. The progress reports shall be provided to the Contracting Officer or designee 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 Limitation of 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 2003 compatible format (See Attachment J.1 - Monthly Task Order Cost Report Formats).

F.8 TECHNICAL REPORTS – TASK ORDER CONTRACTS (DEC 2003)

(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 may be required for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of report as well as the formatting requirements and the number of copies required. The reports submitted will be subject to review and approval by the Volpe Center COTR or Task Order COTR (TOCOTR) and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's and/or TOCOTR's

comments on the draft final report. The number of copies required and the delivery schedule will be specified in each task order. In most cases, final reports shall be submitted electronically and in hard copy in a format specified in the task order.

F.9 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2003)

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

1) Contract Progress Report:

- 1 copy CO or designee
- 1 copy COTR

2) Monthly Task Order Progress Reports:

- 1 copy CO or designee
- 1 copy COTR
- 1 copy TOCOTR

3) Monthly Task Order Cost Reports:

- 1 copy CO or designee
- 1 copy COTR
- 1 copy TOCOTR

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 Contracting Officer or designee.

F.10 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

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

F.11 RIGHTS IN DATA (DEC 1998)

All data first produced during 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 (SEP 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 (APR 2008)

The Government anticipates that the first task order will be performed on site at the Volpe Center in Cambridge, Massachusetts. Some task orders may require performance at the Contractor's facility. 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.

SECTION G - CONTRACT ADMINISTRATION DATA

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

- 1) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer 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 COTR under the contract.
- 2) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2008)

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

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

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

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

Job Order Initiator: The CO may designate the Job Order Initiator in a job order to act as a representative of the CO to perform the duties of the COTR 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, COTR, TOCOTR, and Job Order Initiators are, unless otherwise indicated, located at:

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

G.3 ORDERING (APR 2008)

- 1) During the period of performance of the contract, the Contracting Officer or the Administrative Contracting Officer may issue task orders in accordance with Paragraph I.1 (FAR 52.216-18 and 52.216-22).
- 2) The Government will order any supplies and services to be furnished under this contract by issuing task orders on an Optional Form 347 or another agency-prescribed form by mail, facsimile, or e-mail. 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 task orders.
- 5) A representative authorized by the Contractor shall acknowledge receipt of each task order within three (3) business days of receipt.
- 6) Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order, set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds clause (FAR 52.232-22) and/or the Limitation of Costs clause (FAR 52.232-20) will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

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

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (MAR 2008)

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

- d) It is necessary to place the order with a particular Contractor in order to satisfy a minimum order; or
 - e) It is necessary to limit competition to meet preference program goals identified in FAR Part 19.
- 2) 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 1 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:
- a) The Government will examine existing information already in the Government's possession such as an awardee's original proposal and proposals in response to Task Order Requests for Proposal (TORFP) (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.
 - b) Once the Government determines which awardees will be asked to submit a proposal for the requirement, the CO may contact contractors to identify resource availability and price/cost for well-defined tasks. The CO may issue written requests to the Contractors requesting the submission of written and/or oral technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.
 - c) A written cost proposal will be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the Contractor customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the Contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the master contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the master contract must also be justified.
 - d) Each TORFP will include the following: (1) the Statement of Work (SOW); (2) the evaluation criteria that will be used to evaluate the offers; (3) the required components of the offer (technical and/or price/cost or other factors); (4) the format for submission; (5) the timeframe for submission of the offer; and (6) any other relevant instructions to the Contractor.
 - e) Upon receipt of a TORFP, the Contractor may submit an offer to the CO that must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.

- f) The method of evaluation and selection of an awardee for a task order will be identified in the TORFP.
- g) The Government shall have the right to select the Contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.
- h) If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to Section I, TAR 1252.237-73.
- i) Upon request, the Government will debrief unsuccessful Offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order.

G.5 TASK ORDER 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 (JAN 2008)

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman, U.S. Department of Transportation/Research and Innovative Technology Administration/Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: Philip Coonley; fax: (617) 434-3062; e-mail: philip.coonley@volpe.dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.7 TECHNICAL DIRECTION (MAR 2008)

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

G.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:

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

CONSIDERATION - FIXED PRICE

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

B. The following clauses are applicable to cost-plus-fixed-fee (CPFF) task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

- 1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(To be completed at 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.
- 2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- 3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

C. The following clauses are applicable to cost-plus-award-fee (CPAF) task orders:

CONSIDERATION - COST-PLUS-AWARD-FEE

- 1) Subject to the clauses Limitation of Cost (FAR 52.232-20) and Allowable Cost and Payment (FAR 52.216-7), the total allowable cost of this task shall not exceed \$(To be completed at the time of task order award), which is the total estimated cost of the Contractor's performance hereunder exclusive of base fee. In addition, the Government shall pay the Contractor a base fee of \$(To be completed at the time of task order award) for the performance of this task.
- 2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- 3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

- 4) The award fee provided for in this task order is \$(To be completed at the time of task order award) and is subject to the terms of the "Determination of Award Fee" and "Distribution of Award Fee" clauses (see Section I). The estimated cost, base fee, and available award fee are as follows:

Estimated Cost:	\$ _____
Base Fee:	\$ <u>TBD</u>
Available Award Fee:	\$ _____
Maximum Available CPAF:	\$ _____

- 5) The amount of the award fee shall be based on a subjective evaluation by the Government of the quality of the Contractor's performance judged in light of the nature of the work involved and any other factors that are considered relevant to the determination in accordance with the "Performance Evaluation Plan" clause (see Section I, Paragraph I.8).

G.10 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2008)

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

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

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

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

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

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

- 1) Consecutively number each interim payment request beginning with No. 1 for each task;
- 2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment;
- 3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified;
- 4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report;
- 5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.
- 6) The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. The Contractor shall submit this invoice, along with the Contractor's release form, DOT F 4220.4, to the CO, following the final adjustment of its annual indirect rates per FAR 52.216-7.

G.11 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (NOV 2007)

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. The final amount may be determined at contract closeout as the Contractor maintains the right to invoice for costs expended on completed task orders up until that time.

For **completion-type task orders**, 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 (MAR 2008)

Performance evaluations shall be completed for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. It is the policy of the U.S. Department of Transportation and the Volpe National Transportation Systems Center to use the web-based National Institutes of Health (NIH) Contractor Performance System (CPS) to record the Contractor performance information required by FAR subpart 42.15. The format of a standard Contractor performance evaluation report can be found at: http://cps.od.nih.gov/Words/Standard_Form.doc.

The CO or designee will submit the completed evaluation to the Contractor for comment electronically using the NIH CPS system. The Contractor will be given thirty (30) calendar days in which to review and respond to the Government's ratings and comments. The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be incorporated in the Report. In order to access performance evaluations and view the Government's ratings and comments, Contractors must be registered in NIH CPS system (<https://cpscontractor.nih.gov/>).

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 (APR 2008)**Cost Accounting System**

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

Administrative Labor

Only those labor categories and functions identified and priced in the Contractor's proposal are billable as direct labor during contract performance without prior CO approval. This also applies to subcontractor labor. The administrative labor categories included in the Contractor's proposal are incorporated into the contract.

Other Direct Costs

In addition to travel, training, and other miscellaneous costs estimated by the Government, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior CO approval. Other Direct Cost elements identified in the Contractor's proposal are incorporated into the contract.

Task Order Proposal Preparation Cost

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

Uncompensated Overtime

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

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

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

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

The following clause will be included in each task order when uncompensated overtime is included in a task order proposal:

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

Prime Contractor Workweek

Prime Contractor: _____

Division: _____

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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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/award fee is increased from \$_____ to \$_____. This modification involves no

change in the total level of effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed fee/award 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/award fee is increased from \$ _____ to \$ _____. This modification involves no change in the total level of effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed fee/award 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 (APR 2005)

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

- 1.) Airline Tickets (commercial rates)
- 2.) Hotel Expenses (Government rates unless pre-approved by the COTR and/or job order initiator).
- 3.) All Other Modes of Transportation (Taxi receipts are not required if less than \$50.00)

Food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates.

G.17 SUBCONTRACTING REPORT (MAR 2008)

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

G.18 ALLOTMENT (MAR 2003)

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

The accounting and appropriation amount currently allotted is as follows:

<u>PR Number</u>	<u>Accounting Code</u>	<u>Amount Obligated</u>
6B-7020	YF859 G8571	\$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 GPO PRINTING REQUIREMENT (DEC 1998)

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

H.3 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.4 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.5 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 Volpe Center. The Contractor shall coordinate compliance with the CO and COTR.

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

H.6 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)

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

- 1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the Contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the 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.7 HANDLING OF DATA (APR 2008)

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

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

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

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

include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after award.

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

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

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

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

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

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

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

As used herein, the term "data" generally has the meaning set forth in Federal Acquisition Regulations (FAR), Clause 52.227-14, "Rights in Data - General" (DEC 2007), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regards to

other companies' information that the Government may receive with restrictions or pursuant to a Non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

H.8 DOT INFORMATION SECURITY REQUIREMENTS (APR 2003)

1) Access to Sensitive Information

- a) Work under this contract may involve access to sensitive information, as described in paragraph d. below, which shall not be disclosed by the Contractor unless authorized by the CO or designee. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the CO or designee.
- b) The Contractor shall ensure that Contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.
- c) The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.
- d) Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress."

2) Information Technology (IT) Services

- a) The Contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to Contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.
- b) Within thirty (30) days of contract award, the Contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the Contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of

1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

- c) The Contractor shall screen its personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure Contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.
- d) The Contractor shall immediately notify the Contracting Officer when an employee who has access to DOT information systems or data terminates employment.
- e) The Contractor shall include the above requirements in any subcontract awarded for IT services.
- f) IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the FAR Part 2.

H.9 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:

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

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

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

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

The CO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, cost-plus-fixed-fee (CPFF), or cost-plus-award-fee (CPAF) 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.10 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.11 SUBCONTRACT APPROVAL (MAR 2008)

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

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

new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.12 LEVEL-OF-EFFORT NOTIFICATION (MAR 2003)

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

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

Either the Limitation of Costs clause (FAR 52.232-20) or the Limitation of Funds clause (FAR 52.232-22), 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.13 MAXIMUM FEE/PROFIT (DEC 2007)

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

Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a **cost-plus-award-fee** contractual arrangement and the nature of the work in the task order. In accordance with Paragraph G.9, Payment and Consideration, the base fee shall be *(Redacted)* percent. The proposed award fee available under the task order cannot exceed an amount that is the sum of (1) *(Redacted)* percent of the subcontract, equipment, and travel costs, and (2) *(Redacted)* percent of all other costs.

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

H.14 ACCOUNTING SYSTEM (DEC 2003)

A Prime Contractor is ineligible to receive a cost-plus-fixed-fee (CPFF) or cost-plus-award-fee (CPAF) task order unless it has an accounting system approved by a Federal Government agency. Also, consent will not be given for a CPFF or CPAF subcontract unless that particular subcontractor has an accounting system approved by a Federal Government agency.

H.15 INSURANCE (MAR 2003)

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

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

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

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

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

H.16 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (MAR 2008)

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. The Contractor may possess a Top Secret Facilities Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Attachment J.3 – 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. Due to the nature of the work to be performed by the Volpe Center's Contractor employees, **moderate risk** has been designated as the minimum position sensitivity level for all Contractor employees. However, the access certain Contractor positions have to DOT facilities, sensitive information, and/or resources may require a higher risk sensitivity level. The COTR, TOCOTR, or job order initiator shall identify any exceptions to the **moderate risk** designation.

Some task orders may require access to classified information. The Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for

the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award. The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.17 REQUESTS TO ACQUIRE EQUIPMENT (MAR 2003)

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

H.18 GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES (JULY 2004)

(Applicable only to task orders performed on site at the Volpe Center)

The Government will furnish all supplies, material, and equipment as identified in Section J, Attachment J.5 – Government-Furnished Property, that are required for the work to be performed in Section C. This includes but is not limited to the following:

1) Office Equipment

The Volpe Center will make available to the Contractor personnel the following items: desks, chairs, tables, bookcases, wastebaskets, convenience copiers, filing cabinets, office supplies, and similar furniture and equipment as determined by the CO or designee to be necessary for performing the services required.

2) Telecommunication Equipment and Service

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

The Volpe Center will not provide cell phones and pagers under this contract. The Contractor shall be required to provide cell phones and/or pagers as necessary for official use in connection with the duties performed by the Contractor under this contract. Costs associated with cell phones and/or pagers shall be reimbursed by the Government when billed as Other Direct Costs.

3) Computers and Peripheral Equipment

The Volpe Center will provide computer workstations with basic software applications, including future technology refreshments; e.g., e-mail, Windows XP, Microsoft Office 2003, printers, and peripherals, for use by Contractor personnel under this contract. The Volpe Center will connect these computers to the Volpe Center local area network and provide network support.

The Volpe Center will generally provide the above equipment and services directly. On occasion, with the prior approval of the CO or designee, it may be preferable for the Contractor to purchase equipment and supplies necessary for accomplishment of services required by the SOW and for the Government to reimburse the Contractor for those purchases.

H.19 USE OF GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES (MAR 2008)

The Contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE) only in an authorized manner and consistent with applicable law, and policies, orders, and regulations of the DOT and the Volpe Center as they may be amended from time to time (See DOT Orders H1350.2 Ch. 14-3, and Volpe Order 1370.6A).

The Volpe Center routinely monitors use of the internet and electronic mail for unauthorized use. The Contractor must warn its employees and subcontractors that they should have no expectation of privacy while using GFE and services provided by the Government.

The Contractor agrees to include the substance of this clause in company policy and procedures or employee rules of conduct and to include a statement that the Contractor will take appropriate disciplinary action should violations occur. The Contractor shall periodically remind its employees and subcontractors of this policy.

H.20 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.21 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.22 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, COTR, and/or job order initiator any items that may be ordered through the contract.

H.23 DISCLOSURE OF CONFLICTS OF INTEREST (MAR 2008)

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

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

- 2) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- 3) In the absence of any relevant interest identified in (1) 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.
- 4) 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:
 - a) disqualify the Offeror, or
 - b) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- 5) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The CO may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

H.24 EXCEPTIONS TO ORDERING LIMITATIONS (APR 2008)

The Government reserves the right to issue a task order in excess of the ordering limitations. (See Section I, FAR 52.216-19 Order Limitations). This right may be exercised only once and the value of the task order may not exceed \$60,000,000.

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:

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997

52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	OCT 2004
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING For the purposes of this clause the blank is completed as follows: (a) <u>from date of contract award through five years</u>)	OCT 1995
52.216-19	ORDER LIMITATIONS For the purposes of this clause the blanks are completed as follows: (a) \$2,500 (b)(1) \$10,000,000* (b)(2) \$10,000,000* (b)(3) three calendar days (d)(3) three calendar days [* See paragraph H.24 EXCEPTIONS TO ORDERING] LIMITATIONS (APR 2008)]	OCT 1995
52.216-22	INDEFINITE QUANTITY For the purpose of this clause the blank is completed as follows: (d) Contractor shall not be required to make any deliveries under this contract <u>12 months after the contract period expires.</u>	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES For the purpose of this clause the blank is completed as follows: <u>30 calendar days before expiration of the contract performance period.</u>	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT For the purpose of this clause the blanks are completed as follows: (a) first blank: <u>before expiration of the contract performance period.</u> (a) second blank: <u>15 calendar days before expiration of the contract performance period</u> (c) <u>66 months.</u>	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: (a) zero	JUL 1990
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2000
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
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
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUNE 2003
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	DEC 2007 APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY 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
52.227-19	COMMERCIAL COMPUTER SOFTWARE- LICENSE	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	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-1	PAYMENTS	APR 1984

52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST “Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.	APR 1984
52.232-22	LIMITATION OF FUNDS “Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.237-2	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 ALTERNATES II, V	AUG 1987 APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATES II, V	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2007 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-9	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 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.

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

- 1) The Contractor shall make the following notifications in writing:
 - a) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative CO (ACO) within 30 days.
 - b) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- 2) The Contractor shall:
 - a) Maintain current, accurate, and complete inventory records of assets and their costs;
 - b) Provide the ACO or designated representative ready access to the records upon request;
 - c) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - d) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- 3) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 FAR 52.219-18 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 U.S. DOT/RITA/Volpe Center CO 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.

I.5 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*

See Section J, Attachment J.4 - U.S. Department of Labor Wage Determination

I.6 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation [2.101](#), Definitions.

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

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

c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1252.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.239-70	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	APR 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994

I.7 TAR 1252.216-71 DETERMINATION OF AWARD FEE (APR 2005)

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

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

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

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

* To be determined at the task order level.

I.8 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

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

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

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

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

* To be determined at the task order level.

I.9 TAR 1252.216-73 DISTRIBUTION OF AWARD FEE (APR 2005)

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

Evaluation Period: *

Available Award Fee: *

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

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

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

* To be determined at the task order level.

I.10 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:

United States Small Business Administration
New York District Office
26 Federal Plaza, Room 3100
New York NY 10278

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 contracting 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.

I.11 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 Contracting Officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

I.12 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) Program Manager – *(Redacted)*
- 2) Operations Research Analysis Expert – *(Redacted)*
- 3) Communications Expert – *(Redacted)*
- 4) To be specified under individual task orders

I.13 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

The report shall be submitted to the CO not later than September 15 of each calendar year on Form DOT F 4200.43, Contractor Report of Government Property.

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. OF PAGES
J.1	Monthly Task Order Cost Report Format	2
J.2	Labor Category Qualifications	3
J.3	Contract Security Classification Specification, DD FORM 254	3
J.4	U.S. Department of Labor Wage Determination	11
J.5	Government-Furnished Property List	1
J.6	Electronic Submission Requirements	1

Note: Section J Attachments are located at the end of this contract (See Table of Contents).

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

ATTACHMENT J.2- LABOR CATEGORY QUALIFICATIONS

The following labor categories and definitions depict the types of personnel that will typically be required in support of ORA and Communications 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, 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; policy and regulatory development; strategic planning; 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; web design and development. 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 and development; 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 Contracting Officer 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

<p>DEPARTMENT OF DEFENSE</p> <p>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</p> <p><i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>		<p>1. CLEARANCE AND SAFEGUARDING</p> <p>a. FACILITY CLEARANCE REQUIRED</p> <hr/> <p>b. LEVEL OF SAFEGUARDING REQUIRED</p>									
<p>2. THIS SPECIFICATION IS FOR: (<i>x</i> and complete as applicable)</p> <p><input type="checkbox"/> a. PRIME CONTRACT NUMBER</p> <p><input type="checkbox"/> b. SUBCONTRACT NUMBER</p> <p><input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYMMDD)</p>		<p>3. THIS SPECIFICATION IS: (<i>x</i> and complete as applicable)</p> <p><input type="checkbox"/> a. ORIGINAL (Complete date in all cases) DATE (YYMMDD)</p> <p><input type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No. DATE (YYMMDD)</p> <p><input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) DATE (YYMMDD)</p>									
<p>4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following:</p> <p>Classified material received or generated under <u> </u> (<i>Preceding Contract Number</i>) is transferred to this follow-on contract.</p>											
<p>5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following:</p> <p>In response to the contractor's req. <u> </u>, retention of the identified classified material is authorized for the perio</p>											
<p>6. CONTRACTOR (<i>Include Commercial and Government Entity (CAGE) Code</i>)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%; vertical-align: top;">a. NAME, ADDRESS, AND ZIP CODE</td> <td style="width:15%; vertical-align: top;">b. CAGE CODE</td> <td colspan="2" style="width:45%; vertical-align: top;">c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)</td> </tr> <tr> <td style="height: 50px;"></td> <td></td> <td colspan="2"></td> </tr> </table>				a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)					
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)									
<p>7. SUBCONTRACTOR</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%; vertical-align: top;">NAME, ADDRESS, AND ZIP CODE</td> <td style="width:15%; vertical-align: top;">b. CAGE CODE</td> <td colspan="2" style="width:45%; vertical-align: top;">c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip code</i>)</td> </tr> <tr> <td style="height: 50px;"></td> <td></td> <td colspan="2"></td> </tr> </table>				NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip code</i>)					
NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip code</i>)									
<p>8. ACTUAL PERFORMANCE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%; vertical-align: top;">a. LOCATION</td> <td style="width:15%; vertical-align: top;">b. CAGE CODE</td> <td colspan="2" style="width:45%; vertical-align: top;">c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)</td> </tr> <tr> <td style="height: 50px;"></td> <td></td> <td colspan="2"></td> </tr> </table>				a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)					
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (<i>Name, Address, and Zip Code</i>)									
<p>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</p>											

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 the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release submitted for approval prior to release

Direct Through (*Specify*):

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

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

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

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

<p>14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. <i>(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. <i>(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.</p>		
<p>a. TYPED NAME OF CERTIFYING OFFICIAL</p>	<p>b. TITLE Contracting Officer</p>	<p>c. TELEPHONE <i>(Include Area Code)</i></p>
<p>d. ADDRESS <i>(Include Zip Code)</i> U.S. DOT/RITA/Volpe National Transportation Systems Center 55 Broadway Cambridge, MA 02142</p>	<p>17. REQUIRED DISTRIBUTION</p> <p><input type="checkbox"/> a. CONTRACTOR</p> <p><input type="checkbox"/> b. SUBCONTRACTOR</p> <p><input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</p> <p><input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</p> <p><input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER</p> <p><input type="checkbox"/> f. OTHERS AS NECESSARY</p>	
<p>e. SIGNATURE</p>		

DD FORM 254 (BACK), DEC 1999

ATTACHMENT J.4 – U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

WD 05-2255 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2255 Revision No.: 8 Date Of Revision: 05/29/2008

Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Raynham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - ADMINISTRATIVE SUPPORT AND CLERICAL OPERATIONS	
01011 - Accounting Clerk I	13.85
01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	24.37
01040 - Court Reporter	20.18
01051 - Data Entry Operator I	14.40
01052 - Data Entry Operator II	15.38
01060 - Dispatcher, Motor Vehicle	17.59
01070 - Document Preparation Clerk	14.87
01090 - Duplicating Machine Operator	14.87
01111 - General Clerk I	14.37

01112 - General Clerk II	15.57
01113 - General Clerk III	16.75
01120 - Housing Referral Assistant	21.94
01141 - Messenger Courier	12.55
01191 - Order Clerk I	14.82
01192 - Order Clerk II	16.17
01261 - Personnel Assistant (Employment) I	16.19
01262 - Personnel Assistant (Employment) II	18.66
01263 - Personnel Assistant (Employment) III	20.21
01270 - Production Control Clerk	20.11
01280 - Receptionist	13.31
01290 - Rental Clerk	16.11
01300 - Scheduler, Maintenance	17.59
01311 - Secretary I	17.59
01312 - Secretary II	19.68
01313 - Secretary III	21.94
01320 - Service Order Dispatcher	16.74
01410 - Supply Technician	24.37
01420 - Survey Worker	15.40
01531 - Travel Clerk I	12.95
01532 - Travel Clerk II	14.02
01533 - Travel Clerk III	15.10
01611 - Word Processor I	15.21
01612 - Word Processor II	17.07
01613 - Word Processor III	19.10
05000 - AUTOMOTIVE SERVICE OCCUPATIONS	
05005 - Automobile Body Repairer, Fiberglass	23.48
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.11
05070 - Automotive Worker	19.11
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	20.86
05160 - Motor Equipment Metal Worker	19.11
05190 - Motor Vehicle Mechanic	20.86
05220 - Motor Vehicle Mechanic Helper	16.31
05250 - Motor Vehicle Upholstery Worker	18.16
05280 - Motor Vehicle Wrecker	19.11
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.11
05370 - Tire Repairer	14.22
05400 - Transmission Repair Specialist	20.86
07000 - FOOD PREPARATION AND SERVICE OCCUPATIONS	
07010 - Baker	14.36
07041 - Cook I	12.47
07042 - Cook II	13.72
07070 - Dishwasher	9.22
07130 - Food Service Worker	11.13
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	11.01
09000 - FURNITURE MAINTENANCE AND REPAIR OCCUPATIONS	
09010 - Electrostatic Spray Painter	17.02
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.02
09090 - Furniture Refinisher Helper	13.91
09110 - Furniture Repairer, Minor	15.45
09130 - Upholsterer	17.02

11000	- GENERAL SERVICES AND SUPPORT OCCUPATIONS	
11030	- Cleaner, Vehicles	11.63
11060	- Elevator Operator	11.63
11090	- Gardener	16.75
11122	- Housekeeping Aide	13.53
11150	- Janitor	13.53
11210	- Laborer, Grounds Maintenance	14.76
11240	- Maid or Houseman	11.80
11260	- Pruner	13.38
11270	- Tractor Operator	16.02
11330	- Trail Maintenance Worker	14.76
11360	- Window Cleaner	14.56
12000	- HEALTH OCCUPATIONS	
12010	- Ambulance Driver	15.93
12011	- Breath Alcohol Technician	17.92
12012	- Certified Occupational Therapist Assistant	20.28
12015	- Certified Physical Therapist Assistant	21.27
12020	- Dental Assistant	17.74
12025	- Dental Hygienist	35.64
12030	- EKG Technician	25.58
12035	- Electroneurodiagnostic Technologist	25.58
12040	- Emergency Medical Technician	17.92
12071	- Licensed Practical Nurse I	18.47
12072	- Licensed Practical Nurse II	20.67
12073	- Licensed Practical Nurse III	23.03
12100	- Medical Assistant	16.07
12130	- Medical Laboratory Technician	17.06
12160	- Medical Record Clerk	14.97
12190	- Medical Record Technician	15.49
12195	- Medical Transcriptionist	14.97
12210	- Nuclear Medicine Technologist	33.21
12221	- Nursing Assistant I	11.19
12222	- Nursing Assistant II	12.58
12223	- Nursing Assistant III	13.04
12224	- Nursing Assistant IV	14.64
12235	- Optical Dispenser	19.71
12236	- Optical Technician	16.07
12250	- Pharmacy Technician	17.19
12280	- Phlebotomist	14.64
12305	- Radiologic Technologist	30.47
12311	- Registered Nurse I	28.91
12312	- Registered Nurse II	35.36
12313	- Registered Nurse II, Specialist	35.36
12314	- Registered Nurse III	42.34
12315	- Registered Nurse III, Anesthetist	42.34
12316	- Registered Nurse IV	50.73
12317	- Scheduler (Drug and Alcohol Testing)	18.77
13000	- INFORMATION AND ARTS OCCUPATIONS	
13011	- Exhibits Specialist I	20.62
13012	- Exhibits Specialist II	25.82
13013	- Exhibits Specialist III	31.58
13041	- Illustrator I	21.63
13042	- Illustrator II	27.07
13043	- Illustrator III	33.11
13047	- Librarian	34.75
13050	- Library Aide/Clerk	14.44
13054	- Library Information Technology Systems Administrator	28.03

13058 - Library Technician	17.05
13061 - Media Specialist I	17.09
13062 - Media Specialist II	18.13
13063 - Media Specialist III	20.22
13071 - Photographer I	16.53
13072 - Photographer II	18.80
13073 - Photographer III	23.90
13074 - Photographer IV	29.22
13075 - Photographer V	35.35
13110 - Video Teleconference Technician	16.71
14000 - INFORMATION TECHNOLOGY OCCUPATIONS	
14041 - Computer Operator I	18.42
14042 - Computer Operator II	20.61
14043 - Computer Operator III	22.98
14044 - Computer Operator IV	25.53
14045 - Computer Operator V	28.27
14071 - Computer Programmer I (1)	22.35
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.42
14160 - Personal Computer Support Technician	25.53
15000 - INSTRUCTIONAL OCCUPATIONS	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.04
15020 - Aircrew Training Devices Instructor (Rated)	37.55
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	30.10
15060 - Educational Technologist	29.24
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	28.67
15090 - Technical Instructor	23.96
15095 - Technical Instructor/Course Developer	29.31
15110 - Test Proctor	19.35
15120 - Tutor	19.35
16000 - LAUNDRY, DRY-CLEANING, PRESSING, AND RELATED OCCUPATIONS	
16010 - Assembler	10.06
16030 - Counter Attendant	10.06
16040 - Dry Cleaner	13.37
16070 - Finisher, Flatwork, Machine	10.06
16090 - Presser, Hand	10.06
16110 - Presser, Machine, Drycleaning	10.06
16130 - Presser, Machine, Shirts	10.06
16160 - Presser, Machine, Wearing Apparel, Laundry	10.06
16190 - Sewing Machine Operator	14.18
16220 - Tailor	14.82
16250 - Washer, Machine	11.19
19000 - MACHINE TOOL OPERATION AND REPAIR OPERATIONS	
19010 - Machine-Tool Operator (Tool Room)	20.65
19040 - Tool and Die Maker	24.38
21000 - MATERIALS HANDLING AND PACKING OPERATIONS	
21020 - Forklift Operator	16.97
21030 - Material Coordinator	21.94
21040 - Material Expediter	21.94
21050 - Material Handling Laborer	14.26

21071 - Order Filler	14.10
21080 - Production Line Worker (Food Processing)	16.97
21110 - Shipping Packer	16.09
21130 - Shipping/Receiving Clerk	16.09
21140 - Store Worker I	11.89
21150 - Stock Clerk	16.07
21210 - Tools and Parts Attendant	16.97
21410 - Warehouse Specialist	16.97
23000 - MECHANICS AND MAINTENANCE AND REPAIR OPERATIONS	
23010 - Aerospace Structural Welder	30.32
23021 - Aircraft Mechanic I	28.22
23022 - Aircraft Mechanic II	30.32
23023 - Aircraft Mechanic III	30.61
23040 - Aircraft Mechanic Helper	20.65
23050 - Aircraft, Painter	24.38
23060 - Aircraft Servicer	23.22
23080 - Aircraft Worker	24.04
23110 - Appliance Mechanic	22.73
23120 - Bicycle Repairer	14.22
23125 - Cable Splicer	27.27
23130 - Carpenter, Maintenance	25.96
23140 - Carpet Layer	21.73
23160 - Electrician, Maintenance	32.18
23181 - Electronics Technician Maintenance I	23.24
23182 - Electronics Technician Maintenance II	24.45
23183 - Electronics Technician Maintenance III	25.52
23260 - Fabric Worker	20.67
23290 - Fire Alarm System Mechanic	23.72
23310 - Fire Extinguisher Repairer	19.67
23311 - Fuel Distribution System Mechanic	23.37
23312 - Fuel Distribution System Operator	19.59
23370 - General Maintenance Worker	21.61
23380 - Ground Support Equipment Mechanic	28.22
23381 - Ground Support Equipment Servicer	23.22
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmith I	19.70
23392 - Gunsmith II	21.74
23393 - Gunsmith III	23.74
23410 - Heating, Ventilation and Air-Conditioning Mechanic	24.22
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	25.23
23430 - Heavy Equipment Mechanic	23.23
23440 - Heavy Equipment Operator	27.07
23460 - Instrument Mechanic	25.45
23465 - Laboratory/Shelter Mechanic	22.75
23470 - Laborer	14.10
23510 - Locksmith	22.65
23530 - Machinery Maintenance Mechanic	24.45
23550 - Machinist, Maintenance	25.08
23580 - Maintenance Trades Helper	18.38
23591 - Metrology Technician I	25.45
23592 - Metrology Technician II	26.51
23593 - Metrology Technician III	27.61
23640 - Millwright	24.36
23710 - Office Appliance Repairer	22.73
23760 - Painter, Maintenance	22.75
23790 - Pipefitter, Maintenance	27.17

23810 - Plumber, Maintenance	26.03
23820 - Pneudraulic Systems Mechanic	23.74
23850 - Rigger	23.74
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	24.84
23910 - Small Engine Mechanic	21.74
23931 - Telecommunications Mechanic I	26.48
23932 - Telecommunications Mechanic II	27.48
23950 - Telephone Lineman	26.18
23960 - Welder, Combination, Maintenance	23.74
23965 - Well Driller	23.72
23970 - Woodcraft Worker	23.74
23980 - Woodworker	19.67
24000 - PERSONAL NEEDS OCCUPATIONS	
24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	11.80
24620 - Family Readiness and Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - PLANT AND SYSTEM OPERATIONS OCCUPATIONS	
25010 - Boiler Tender	23.22
25040 - Sewage Plant Operator	21.24
25070 - Stationary Engineer	23.22
25190 - Ventilation Equipment Tender	17.97
25210 - Water Treatment Plant Operator	21.24
27000 - PROTECTIVE SERVICE OCCUPATIONS	
27004 - Alarm Monitor	18.07
27007 - Baggage Inspector	14.78
27008 - Corrections Officer	25.75
27010 - Court Security Officer	24.75
27030 - Detection Dog Handler	17.93
27040 - Detention Officer	25.75
27070 - Firefighter	22.73
27101 - Guard I	14.78
27102 - Guard II	17.93
27131 - Police Officer I	23.57
27132 - Police Officer II	26.18
28000 - RECREATION OCCUPATIONS	
28041 - Carnival Equipment Operator	12.60
28042 - Carnival Equipment Repairer	13.34
28043 - Carnival Equipment Worker	10.42
28210 - Gate Attendant/Gate Tender	13.78
28310 - Lifeguard	12.23
28350 - Park Attendant (Aide)	15.42
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	19.19
28630 - Sports Official	12.28
28690 - Swimming Pool Operator	19.44
29000 - STEVEDORING/LONGSHOREMEN OCCUPATIONAL SERVICES	
29010 - Blocker and Bracer	25.54
29020 - Hatch Tender	25.54
29030 - Line Handler	25.54
29041 - Stevedore I	26.29
29042 - Stevedore II	29.25
30000 - TECHNICAL OCCUPATIONS	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.76
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.35

30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.91
30021 - Archeological Technician I	18.86
30022 - Archeological Technician II	21.12
30023 - Archeological Technician III	26.16
30030 - Cartographic Technician	26.16
30040 - Civil Engineering Technician	26.16
30061 - Drafter/CAD Operator I	18.87
30062 - Drafter/CAD Operator II	21.12
30063 - Drafter/CAD Operator III	23.54
30064 - Drafter/CAD Operator IV	28.97
30081 - Engineering Technician I	15.72
30082 - Engineering Technician II	17.65
30083 - Engineering Technician III	19.76
30084 - Engineering Technician IV	24.48
30085 - Engineering Technician V	29.94
30086 - Engineering Technician VI	34.99
30090 - Environmental Technician	25.90
30210 - Laboratory Technician	22.47
30240 - Mathematical Technician	26.16
30361 - Paralegal/Legal Assistant I	19.80
30362 - Paralegal/Legal Assistant II	24.54
30363 - Paralegal/Legal Assistant III	30.00
30364 - Paralegal/Legal Assistant IV	36.31
30390 - Photo-Optics Technician	26.16
30461 - Technical Writer I	22.79
30462 - Technical Writer II	27.88
30463 - Technical Writer III	33.73
30491 - Unexploded Ordnance (UXO) Technician I	23.36
30492 - Unexploded Ordnance (UXO) Technician II	28.26
30493 - Unexploded Ordnance (UXO) Technician III	33.38
30494 - Unexploded (UXO) Safety Escort	23.36
30495 - Unexploded (UXO) Sweep Personnel	23.36
30620 - Weather Observer, Combined Upper Air or Surface Programs (2)	22.81
30621 - Weather Observer, Senior (2)	26.16
31000 - TRANSPORTATION/MOBILE EQUIPMENT OPERATION OCCUPATIONS	
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.64
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	12.03
31361 - Truck Driver, Light	16.93
31362 - Truck Driver, Medium	18.70
31363 - Truck Driver, Heavy	19.79
31364 - Truck Driver, Tractor-Trailer	19.79
99000 - MISCELLANEOUS OCCUPATIONS	
99030 - Cashier	11.25
99050 - Desk Clerk	13.70
99095 - Embalmer	22.87
99251 - Laboratory Animal Caretaker I	13.31
99252 - Laboratory Animal Caretaker II	14.26
99310 - Mortician	30.87
99410 - Pest Controller	16.10
99510 - Photofinishing Worker	13.51
99710 - Recycling Laborer	19.15
99711 - Recycling Specialist	22.61
99730 - Refuse Collector	17.36

99810 - Sales Clerk	12.23
99820 - School Crossing Guard	12.12
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	16.06
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	15.79
99841 - Vending Machine Repairer	18.68
99842 - Vending Machine Repairer Helper	15.79

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6 p.m. and 6 a.m. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and

maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J.5 – GOVERNMENT-FURNISHED PROPERTY

Government-furnished property will be provided under this contract for on-site task orders only.

Majority of property provided includes, but is not limited to, computer workstations with basic software applications, including future technology refreshments; e.g., e-mail, Windows XP, Microsoft Office 2003, printers, and peripherals.

Specific details of property for which the Contractor will be accountable, and to be used by Contractor personnel under this contract located at 55 Broadway, Cambridge, MA, will be provided at the task order level.

ATTACHMENT J.6 - ELECTRONIC SUBMISSION REQUIREMENTS

All documents that have been requested for submission in electronic format must meet the following requirements in addition to any specifications stated in other sections of the contract.

- Compatible with Microsoft Office 2003 or Microsoft Office 2000 compatible electronic products (Microsoft Office 2003 products include Word 2003, PowerPoint 2003, and Excel 2003); and
- Virus free.

Electronic documents that do not satisfy the above requirements will not be accepted. These specifications may be modified by the CO or COTR during the performance of the contract.