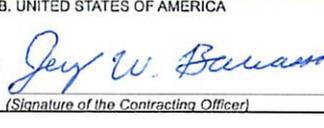


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   67	
2. CONTRACT (Proc. Inst. Ident.) NO. DTRT5714D30016				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DTRT-RVT-73-1402	
5. ISSUED BY CODE		RVP-31		6. ADMINISTERED BY (If other than Item 5) CODE			
USDOT/Volpe Center Contracts&Program Support Services 55 Broadway RVP-31 Cambridge MA 02142-1001							
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  ARCON Corporation 260 BEAR HILL RD STE 200 Waltham MA 02451				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  SB NET 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Block 12	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		See Individual Issued Task Orders		12. PAYMENT WILL BE MADE BY CODE		VOLPE PAYMENT OFFICE	
				DOT/FAA Enterprise Services Center Volpeinvoices@faa.gov			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA 51YM270000 G7000 25205V \$2,500.00			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
		Continued					
15G. TOTAL AMOUNT OF CONTRACT						NTE \$60,200,000.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any 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) Lee Cooper, President				20A. NAME OF CONTRACTING OFFICER Jeremy W. Barrasso			
19B. NAME OF CONTRACTOR ARCON Corporation		19C. DATE SIGNED 22 MAY 2014		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 5/27/2014	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

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**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 CONTRACT TYPE (APR 2013)**

A. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) task order contract. Work will be placed under this contract through the issuance of task orders.

B. Task orders may be issued on a Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF) completion-type, or CPFF term-type basis at the Contracting Officer's (CO) discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulation (FAR). Individual CPFF task orders may be issued on a completion-type basis pursuant to FAR 16.306 (d)(1), or a term-type basis pursuant to FAR 16.306(d)(2). Performance-based task orders will be used to the maximum extent practicable.

C. The Contract Line Item Number (CLIN) structure provided in Subsection B.4 below establishes a CLIN for the three (3) contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPFF completion-type, and CPFF term-type task orders. In general, these terms and conditions are clear with regard to applicability.

**B.2 CONTRACT LIMITATIONS (MAR 2014)**

A. Multiple Contract Awards: Five (5) contracts have been awarded under the U.S Department of Transportation, Volpe National Transportation Systems Center (Volpe Center) Solicitation DTRT57-13-R-20027.

B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$60,200,000.00. 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 (FEB 2011)**

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

**B.4 CONTRACT LINE ITEMS (APR 2013)**

ITEM NO.      SERVICES

0100      The Contractor shall furnish all personnel, supplies, facilities, materials, and management necessary to provide the required services in accordance with the SOW (see Section C) entitled, “Communications, Navigation, and Surveillance (CNS) and Air Traffic Management Systems (ATMS),” and other terms and conditions of this contract, through individual task orders issued under one (1) of the contract types set forth below:

0101      FIRM-FIXED-PRICE TYPE\*

0102      COST-PLUS-FIXED-FEE (COMPLETION TYPE)\*

0103      COST-PLUS-FIXED-FEE (TERM TYPE)

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

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **COMMUNICATIONS, NAVIGATION AND SURVEILLANCE (CNS) AND AIR TRAFFIC MANAGEMENT SYSTEMS (ATMS) SUPPORT**

#### **C.1 BACKGROUND**

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

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

#### **C.2 SCOPE OF WORK**

The Volpe Center's programmatic activities for CNS & ATMS fall primarily in the area of transportation infrastructure, which is the foundation of facilities, equipment, and related services needed for the safe and secure movement of goods and people throughout the nation. This contract addresses air-, water-, and ground-based transportation systems. The Volpe Center requires services to research, define, execute, and enhance projects in such technical work areas as communications, navigation, and surveillance systems and air traffic management systems, including system requirements definition; planning, including policy and environmental considerations; testing and evaluation; operations and maintenance of developmental and prototype systems; and the interfaces between these systems and other elements of the transportation infrastructure. Representative task areas under this contract are described in Section C.3.

The Contractor may be required to provide administrative and logistic services that are an integral and interconnected part of the work performed. These support services may include business and technical writing; development of presentations, graphic arts design and production (demonstrations); and organizing and/or participating in conferences, workshops, meetings, or symposia.

Although successful performance of the work to be performed may require some specialized expertise in a broad range of disciplines—e.g., economics, aeronautical engineering, or civil engineering—the primary skills required for CNS & ATMS that the Contractor must possess are in the engineering and physical science disciplines. The primary skill requirements for this contract may include, but are not limited to:

- Systems engineering and integration
- Computer science engineering
- Electronic engineering
- Electrical engineering
- Mechanical engineering
- Operations research
- Industrial engineering
- Environmental engineering
- Aeronautical engineering
- Human Factors
- System safety engineering
- Meteorology

Task area requirements include:

1. Traffic Management
2. National Airspace System Engineering and Implementation
3. Next Generation Air Transportation System (NextGen) Concepts and Systems Engineering
4. Air Traffic Safety
5. Airport and Terminal Operations

### **C.3 TASK AREAS OF WORK**

#### **C.3.1 Traffic Management**

This task area covers traffic management and control systems. Tasks in this area relate to systems at various stages in their development including initial research, feasibility studies, design, proof-of-concept models, prototyping, development, verification, implementation, analysis, and continued operation and maintenance. The size of the system may vary from small operations with a limited number of users to very large distributed operations with many users over wide geographical areas, such as those found in a national air traffic management systems with international interfaces. The transportation modes may vary and include the development of transportation operations centers supporting passenger, freight, and intermodal connectivity. Traffic management systems may relate to air, surface, space, and/or marine traffic, with the majority of the work expected to relate to aviation. This task area also provides the mechanism that is used to integrate and synthesize CNS & ATMS information and display a meaningful interpretation of data to users and decision makers. Tasks will include developing new traffic management systems and modifying existing traffic management systems with goals that may include improving the efficiency of traffic flow, improving the efficiency of intermodal transitions, increasing safety, reducing the impact of weather on traffic, reducing the impact of traffic incidents on traffic, reducing the impact of traffic on the environment, increasing the fuel efficiency of traffic, increasing traffic capacity through traffic management, improving collaboration between all decision makers and users, and improving the accuracy of traffic predictions.

In this task area, the Contractor may be required to perform but not be limited to the following:

- Analyze the impact of traffic and traffic management systems on fuel efficiency;
- Analyze the environmental impact of traffic, traffic-related infrastructure, and traffic management systems;
- Assist in developing cost estimates, analyze benefits, and perform trade-off studies to support the economic feasibility of proposed traffic management systems and solutions;
- Assist in developing the framework and/or strategic plans for dealing with the non-technical factors such as the institutional, financial, and legal aspects of traffic management;
- Assist in the development and/or implementation of training and training materials;
- Prepare load scenarios that examine the system under varying traffic conditions and evaluate safe and reasonable thresholds;
- Assist in developing procedures to implement, test, and demonstrate system capability;
- Recommend the types, accuracies, precision, and frequencies of vehicle position measurements needed to achieve a desired improvement;
- Develop algorithms to achieve automated improvements in the safe and efficient movement of persons and freight to their destinations. These algorithms may account for environmental and traffic disturbances as well as intermodal transportation;
- Specify desired routes and predict future positions of vehicles or crafts, from a variety of information which may include past positions, velocities, accelerations, decelerations, historic data, weather data, incident data, surveillance data, fuel economy, and other data;
- Characterize the dynamics of motion of vehicles within the traffic environment, and analyze and design CNS & ATMS systems to control the motion and maintain the desired positions of vehicles with respect to other moving vehicles and fixed obstacles;
- Specify the types, accuracies, precision, and frequencies of vehicle (ground, water, and/or air) position measurements that are needed to achieve a desired improvement;
- Recommend the most desirable human interfaces necessary to meet system and display requirements, including size, resolution, and update interval of display screens; size, message content, relative location, format, and color of the information presented on the screen; type and placement of any keypads, trackballs, and adjustments for operator use of the display; and operator functional workload considerations when performed as an integral part of an operational task;
- Assist in designing, developing, installing, and maintaining software and hardware for system-wide processing, transfer, and distribution of near-real-time traffic information
- Develop or refine architectures describing all aspects of traffic management automation and display systems and assist in the decomposition of architectures into functional components and program products;
- Assist in the analysis of archived data and the development of simulations that demonstrate, either analytically or by event tracking, the effects of various traffic management methods;
- Build, test, and support traffic management adaptation datasets;
- Support the operation and maintenance of operational traffic management systems in the areas of communications, interfaces, flight database processing, adaptation data, and other related traffic flow management technology;
- Assisting in the identification, definition, and implementation of advanced traffic management concepts and support traffic management research and development efforts; and

- Assist in the deployment of traffic management systems by providing integrated operation concepts and procedures; site implementation assessments, coordination, and surveys; and develop and provide training.

### **C.3.2 National Airspace System Engineering and Implementation**

The work to be performed in the National Airspace System (NAS) engineering and implementation task area covers planning, coordination, site evaluations, assessment, interface and transition engineering, site preparation and installation of joint Federal Aviation Administration (FAA)/Department of Defense (DOD) NAS systems to be deployed at Air Force bases, and prototype systems to be field tested at civilian air traffic control facilities.

In this task area, the Contractor may be required to perform activities encompassing but not limited to the following:

- Perform overall system engineering and implementation management;
- Prepare documentation of installed equipment and system modifications;
- Coordinate and schedule escorts to access restricted flight line areas;
- Plan and coordinate requirements for site assessments, including team staffing, security clearances, site contacts, and notifications;
- Support in-briefs and out-briefs, including benefits and features of planned NAS improvements along with general system requirements and logistics concepts and anticipated implementation schedule;
- Gather information regarding site-specific configuration data for NAS systems;
- Recommendation of existing conditions and design of site-specific power; Heating, Ventilation, and Air Conditioning (HVAC); fire protection; grounding; lightning protection; communications; and access upgrades to meet the requirements of NAS systems;
- Structural analyses of cab structural steel beam supports for mounting of video monitor articulating arm;
- Plan, coordinate, and document requirements for air traffic control facility equipment room;
- Assessment of relevant planned projects and current equipment baseline;
- System integration to include communication between NAS systems, air traffic systems, and physical integration;
- Prepare system documentation;
- Develop functional and performance specifications to evaluate monitoring and test equipment;
- Assist in identifying and executing necessary steps of a physical transition of Air Traffic Control (ATC) systems, equipment, operations, and materials from existing ATC facilities to new facilities;
- Develop air traffic and technical operations transition and cutover plans for new ATC and air traffic management (ATM) systems and procedures;
- Support ATC facility site assessment, prepare ATC facility site assessment reports, and perform site preparation required to meet ATC requirements and ready site for NAS system installation
- Provide technical expertise support to address communications and other engineering and installation related concerns; and

- Retrofit fielded NAS systems with hardware and software upgrades

### **C.3.3 Next Generation Air Transportation System (NextGen) Concepts and Systems Engineering**

The FAA's NextGen program seeks to improve NAS operations in anticipation of future air traffic and system demands. These enhancements are focused on areas such as satellite-based navigation, trajectory-based operations, and increased information sharing capabilities among users and stakeholders. The Volpe Center currently supports the FAA on a variety of NextGen and NextGen-related efforts. These programs include System Wide Information Management (SWIM), Time-Based Flow Management (TBFM), Flight Object, Flight Services, SWIM Flight Data Publication Services (FDPS), Terminal Flight Data Manager (TFDM), NAS Common Reference (NCR), Integrated Terminal Weather System (ITWS), Corridor Integrated Weather System (CIWS), SWIM Terminal Data Distribution System (STDDS), Airport Surface Detection Equipment – Model X (ASDE-X), and Aircraft Access to SWIM (AAtS). The Volpe Center also supports other Government agencies (e.g., DOD, U.S. Air Force [USAF]) on NextGen-related activities.

This task area covers research and development activities aimed at generating, evaluating, and/or advancing concepts, capabilities, functionalities, requirements, and automation systems/system components in support of various NextGen-related initiatives, including those within the scope of the Volpe Center's existing NextGen portfolio. In-depth knowledge of and expertise with cross-domain NAS (e.g., surface, terminal, en route) automation systems and procedures as well as FAA NextGen Implementation Plan materials will be required. Implementation Plan information can be found at <http://www.faa.gov/nextgen/implementation>.

In this task area, the Contractor may be required to perform but not be limited to the following:

- Perform functional and engineering analyses to evaluate the viability of proposed NextGen functions and capabilities;
- Develop modeling and simulation capabilities (e.g., fast-time modeling agents) to support the exploration and demonstration of future ATC and ATM concepts, functionality, and requirements;
- Develop, engineer, and maintain proof-of-concept prototype capabilities, software/hardware, devices, technologies, and applications in support of legacy or advanced NAS operational concepts;
- Provide support for requirements development via analysis and utilization of existing ATC and ATM systems and capabilities;
- Assist in creating functional and system architecture models for proposed NextGen concepts, capabilities, and automation systems;
- Provide support for conducting performance tests and analyses for NextGen automation systems (e.g., response times, bandwidth needs);
- Assist in the development of design specifications, user guide documentation, and training materials for NextGen automation systems;
- Provide support for installation and maintenance of NextGen automation system hardware and software;
- Provide support for site implementation engineering, analysis, and planning. This may include site visits and operations analysis for select existing or conceptual capabilities;

- Provide operational support for data feeds originating from NextGen automation systems and services;
- Identify and assess technical, operational, and procedural considerations (e.g., integration opportunities, program conflicts) attendant to potential interactions between legacy NAS automation systems and future NextGen automation systems and procedures;
- Assist in the development of requirements for future FAA and DOD automation systems and concepts (e.g., ATM and tracking systems);
- Assist in developing and composing documents to support the advancement of concepts and programs through the FAA's Acquisition Management System (AMS) Lifecycle Process. AMS is FAA's process that details the full life cycle of an FAA program. AMS consists of guidance for life cycle management from initial system definition through deployment, in-service maintenance, and decommission. Work may include developing Concepts of Operation (CONOPs), shortfall analyses, cost benefits analyses, risk assessment, implementation strategy, Enterprise Architecture (EA) artifacts/products, and engineering alternatives and solutions, among others;
- Examine and assess considerations attendant to the integration of unmanned aircraft systems (UAS) and associated capabilities into routine NAS operations; e.g., sense-and-avoid (SAA) functionality;
- Identify, catalog, and track relationships and dependencies among NextGen programs and associated operational/technical/systematic objectives and milestones; and
- Assist in developing cost-benefit, cost estimation, safety analyses, and other data as required to support development of a concept, capability, functionalities, and/or systems and system components (e.g., for an FAA Joint Resources Council [JRC] program investment decision).

#### **C.3.4 Air Traffic Safety**

This task area covers air traffic safety, including analysis of the current NAS and planned NextGen improvements. Safety analysis includes hazard analysis in accordance with the FAA Safety Management System (SMS) and development of models for simulation of the NAS.

In this task area, the Contractor may be required to perform but not be limited to the following:

- Software design, programming, mathematical modeling, and documentation for NAS simulation model development;
- Scientific software design expertise (using C/C++), mathematical and physical modeling development expertise, and documentation expertise;
- Provide engineering input and support for information systems security (ISS);
- Provide system safety engineering support for programmatic Safety Risk Management activities;
- Conduct and document of software verification and validation testing;
- Conduct hazard analysis for NAS operations and systems to include likelihood of occurrence and severity of NAS hazards in accordance with FAA SMS safety risk management guidance; and
- Conduct additional safety analysis for NextGen improvements to include integrated analysis of air-ground CNS & ATMS systems in accordance with FAA and aviation industry standards

### **C.3.5 Airport and Terminal Operations**

The Volpe Center provides Air Traffic Operations – Terminal (ATO-T) Program Operations Support. Tasks shall support a range of systems engineering support functions necessary to facilitate the investment decision process AMS for various terminal and surveillance systems that are scheduled for future acquisition, implementation, and deployment in the NAS Enterprise Architecture (NAS EA) and the NextGen vision. This includes the Low Cost Ground Surveillance (LCGS) System, Runway Status Lights System (RWSL), and Airport Surface Detection Equipment – Model X (ASDE-X) in addition to other systems that are currently under evaluation and test. Within the scope of the Runway Incursion Reduction Program (RIRP), the FAA is evaluating commercially available LCGS products for potential application at selected small/medium airports where Airport Surface Detection Equipment (ASDE) technology is not currently available. The Volpe Center is supporting the product evaluation, pilot development, and certification process for the LCGS Program.

In this task area, the Contractor may be required to perform but not be limited to the following:

- Provide support on ATC operational and user evaluations of the systems at the selected test sites. An evaluation might require systems testing, assessment of human factors considerations, interviews with site facility personnel, and documentation of findings among other activities;
- Support the implementation of a pilot project to deploy and evaluate selected LCGS products at a broader set of airports. This includes site engineering, site preparation, installation, test, and evaluation the system in an operational environment (airport);
- Support the development of a certification process to qualify additional LCGS products;
- Develop cost-benefit, safety analyses and other data required to support an FAA JRC program investment decision;
- Support the CONOPS, Cost Benefit Analyses, and Requirements Development process to proceed with an Investment Analysis in accordance with AMS guidance;
- Support FAA facility infrastructure development activities at various airports as needed;
- Support FAA operational transition plan development for terminal systems;
- Provide technical assistance for various System Life Extension Program (SLEP) activities on existing systems in the surveillance portfolio (e.g., Mode-S SLEP for ASR-9);
- Provide input to vendor and sensor manufacturers with requirements definition, support, troubleshooting and/or diagnosis of installed equipment or future equipment to be installed;
- Provide support for optimizing system and user performance, delivering technical knowledge to users, technology transfer, and maintenance and sustainment of systems and system components; and Participate in cross functional meetings in support of the systems.

### **C.4 GENERAL REQUIREMENTS**

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

## **C.5 SUSTAINABLE ACQUISITION REQUIREMENTS**

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

**SECTION D - PACKAGING AND MARKING**

**D.1 PACKAGING (MAY 1999)**

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

**D.2 MARKING (MAY 1999)**

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

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

**SECTION E - INSPECTION AND ACCEPTANCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

**E.2 GOVERNMENT REVIEW AND ACCEPTANCE (APR 2013)**

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

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

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

D. The Government has the right to inspect all supplies and services required by the individual task orders, to the extent practicable, at any and all places and times and in all circumstances or event before acceptance.

**SECTION F - DELIVERIES OR PERFORMANCE**

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

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER ( <i>applies to FFP task orders</i> )	AUG 1989
52.242-15	STOP WORK ORDER ALTERNATE I ( <i>applies to CPFF task orders</i> )	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 (AUG 2013)**

This contract shall become effective on the date the CO signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period will continue for 5 years thereafter. Also see Section I.1 entitled Ordering (FAR 52.216-18).

The performance period of the contract will continue until the time specified in the clause in Section I.1 entitled Indefinite Quantity (FAR 52.216-22).

**F.3 DELIVERIES (MAY 2013)**

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

**F.4 MONTHLY CONTRACT PROGRESS REPORT (MAR 2014)**

A Contractor who has been issued one (1) or more task orders shall provide an overall monthly contract progress report. The monthly contract progress report shall be provided to the CO or designee not later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office compatible format.

The monthly contract progress report 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 CO, if applicable; total number of hours incurred by the Contractor by labor category; and total number of hours incurred by labor category regardless of task order type;
  - e) Key milestones (including date of deliverables);
  - f) Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s);
  - g) Type of task order (i.e., FFP, CPFF Term, or CPFF Completion); and
  - h) Key personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.
2. A listing of all ongoing task orders (excluding those from Paragraph 1 above), including:
- a) Task order number and date of issuance;
  - b) Any modifications to the task order;
  - c) Summary of dollars expended to date for CPFF task orders;
  - d) Estimated percentage of work yet to be completed on the task order; and
  - 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 subcontracting goals and performance measures under the task order (if applicable); and
  - f) Status of performance evaluation comments.
4. Significant findings, problems, delays, events, and trends during the reporting period which result from or affect the performance of any task order and any perceived problems.

Any data submitted in the contract progress reports, along with other relevant information, may be included in a past performance database developed and maintained by the Government. See Section G, Paragraph G.11, Performance Evaluations.

## **F.5 MONTHLY TASK ORDER PROGRESS REPORTS (MAR 2014)**

A monthly task order progress report shall be submitted for each task order. The progress reports shall be submitted electronically in a Microsoft Office compatible format. If a Contractor has been issued more than one (1) task order, a monthly task order progress report must be submitted separately for each task order. Unless otherwise prescribed in the task order, the report will cover the following items:

- 1. The work performed during the previous month;
- 2. Significant findings, problems, delays, events, trends, etc. during the reporting period

which result from or affect the performance of the task order;

3. Detailed technical description of the work planned for the next reporting period;
4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order;
5. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time; and
6. Report on accomplishments against any identified performance metrics, if applicable.

#### **F.6 MONTHLY TASK ORDER COST REPORTS (MAR 2014)**

Monthly task order cost reports will be submitted by the Contractor, **except for firm-fixed-price task orders**, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours,(2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary, and (4) projected monthly spending plan table to include: obligations, monthly actual costs, cumulative actual costs, monthly projected costs, cumulative projected costs. **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 costs incurred under the task order, and in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format (See Attachment J.1 - MONTHLY TASK ORDER COST REPORT FORMAT).

#### **F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (APR 2013)**

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

comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

**F.8 REPORTS OF WORK - REPORT DISTRIBUTION (APR 2013)**

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract (see Section H, Paragraph H.3 – “GPO Printing Requirement”).

A. Contract Progress Report:

1 copy CO or designee  
1 copy COR

B. Monthly Task Order Progress Reports:

1 copy CO or designee  
1 copy COR  
1 copy TOCOR

C. Monthly Task Order Cost Reports:

1 copy CO or designee  
1 copy COR  
1 copy TOCOR

D. Technical Reports

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

**F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)**

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

**F.10 RIGHTS IN DATA (DEC 2007)**

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

**F.11 WARRANTIES (MAY 1999)**

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

**F.12 LICENSES (MAY 1999)**

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

**F.13 PLACE OF CONTRACT PERFORMANCE (AUG 2013)**

The Government anticipates that the preponderance of work will be performed at the Contractor's facility. However, some of the work may require performance at a Government facility. In such case, the Contracting Officer will provide written authorization to the Contractor as necessary to accomplish work in a Government facility.

## SECTION G - CONTRACT AND ADMINISTRATION DATA

### G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (APR 2013)

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

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

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

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

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

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

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

\*Please note that United States Department of Transportation has not updated TAR Clause 1252.242.73. This clause uses the term Contracting Officer Technical Representative. The terminology has changed and this position shall be referenced as Contracting Officer's Representative.

**G.3 ORDERING (JUN 2013)**

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

**G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (MAR 2014)**

- A. All Contractors shall be provided a fair opportunity to be considered for each task order to be issued pursuant to the procedures, set forth below, unless:
  - 1. The agency need for the services or services with supplies is so urgent that providing a fair opportunity would result in unacceptable delays;
  - 2. Only one (1) awardee is capable of providing the supplies or services required at the level of quality required because the services or services with supplies ordered are unique or highly specialized;

3. The task order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
  4. It is necessary to place an order to satisfy a minimum guarantee; or
  5. For task orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Unless the procedures in Paragraph A are used for issuing individual orders, multiple award Contractors will be provided a fair opportunity to be considered for each order using the following procedures:
1. 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 Government 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.
  2. Each Task Order Request for Proposal (TORFP) will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) any other relevant instructions to the Contractor.
  3. Upon receipt of a TORFP, the Contractor may submit an offer to the CO that must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
  4. The method of evaluation and selection for issuance of a task order will be identified in the TORFP.

5. 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.
6. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.237-73, Section I.

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

**G.5 TASK ORDER OMBUDSMAN (MAR 2014)**

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Volpe Center Competition Advocate, U.S. Department of Transportation/ Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: David S. Ishihara; fax: (617) 494-3062; e-mail: David.Ishihara@dot.gov. It should be noted that in accordance with FAR 16.505(a)(10), 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, or a protest of an order valued in excess of \$10 million.

**G.6 TECHNICAL DIRECTION (APR 2013)**

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

**G.7 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)**

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

**G.8 PAYMENT AND CONSIDERATION (MAR 2014)**

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

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

CONSIDERATION - FIXED PRICE

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

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

CONSIDERATION - COST-PLUS-FIXED-FEE

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

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

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

**G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2014)**

***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 US DOT/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 separate cost and fee invoices. All invoices, including supporting documentation, shall be submitted **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: [volpeinvoices@faa.gov](mailto: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:  
Invoice Number:  
Invoice Amount:  
Supplier Name:  
Contract Number:  
Task Order Number:  
Modification Number:  
Terms/Discount:  
Performance Period:  
Notes:

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

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

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
  - (1a) The Contractor **must specify** the appropriate cost per funding source(s) in which ESC should make payment on the SF 1034. If this information cannot be entered on the SF 1034 the Contractor must **clearly state** where the information can be found in the voucher package on the SF 1034. The same procedures shall be followed for fee invoices. In addition, the Contractor must indicate if the voucher is a cost voucher or a fee voucher on the SF 1034. Cost and Fee vouchers must continue to be billed separately and must be clearly marked in the title so ESC at FAA may make distinction.
- (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 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 rates determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

Federal Acquisition Regulation 42.7 Indirect Cost Rates provides guidance on billing rates, certification of indirect costs, and final indirect cost rates. This clause also implements 10 USC 2324(a) through (d) and 41 USC 256(a) through (d) that covers the assessment of penalties for including unallowable indirect costs.

#### **G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (AUG 2013)**

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

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

expended during performance of the task order. Final amount may be determined at contract closeout as the Contractor maintains the right to invoice for costs expended on completed task orders up until that time.

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

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

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

#### **G.11 PERFORMANCE EVALUATIONS (AUG 2013)**

Performance evaluations shall be completed for each completed task order over \$150,000 and for selected task orders for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. The Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete evaluations. Completed performance evaluations may be accessed in the Past Performance Information Retrieval System (PPIRS).

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

#### **G.12 VOUCHER REVIEW (MAR 2003)**

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

### **G.13 COST ACCOUNTING SYSTEMS (FEB 2011)**

#### **Cost Accounting System**

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

#### **Administrative Labor**

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

#### **Other Direct Costs**

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

#### **Task Order Proposal Preparation Cost**

Proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, proposal costs will not be reimbursed as direct costs.

#### **Uncompensated Overtime**

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

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

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

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

The following clause will be included in each task order when the awardee or subcontractors included

uncompensated overtime in their task order proposals:

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

**Prime Contractor Workweek**

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

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

**Subcontractor Workweek**

Subcontractor Name: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

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

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

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

**G.14 INCREMENTAL FUNDING OF TASK ORDERS (MAR 2014)**

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 the full task order modification:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

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

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

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

(4) The funding must be tracked and billed accordingly. The funds obligated in No. Block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

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

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

(3) The funding must be tracked and billed accordingly. The funds obligated in Block No.12 of the SF 30 are available only for work performed on or after the effective date of this modification.

**G.15 TRAVEL AND PER DIEM (MAR 2014)**

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

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

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

**G.16 SUBCONTRACTING REPORT (AUG 2013)**

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

**G.17 ALLOTMENT (FEB 2011)**

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 or to meet the minimum guarantee. 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>
RVT-73-1402	51YM270000 G7000	\$2,500.00

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NON-PERSONAL SERVICES (DEC 1998)**

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

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

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

### **H.2 CONFLICTS OF INTEREST DISCLOSURE (AUG 2013)**

- a) The Offeror shall provide a statement in its proposal and for the master contract and for each task order which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's Technical Proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

- c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may
  - 1) disqualify the Offeror, or
  - 2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract or task order 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 Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

### **H.3 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.4 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.5 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.6 LEVEL-OF-EFFORT NOTIFICATION (AUG 2013)**

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

- 1) The level-of-effort that the Contractor expects to incur under any term-type task order in the next 30 days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level obligated for that task order;
- 2) If obligations are from multiple funding sources, notification is required to be funding source specific in addition to the overall task order.
- 3) The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

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

#### **H.7 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. The Contractor is responsible for providing insurance of the following types and minimum amounts:

- 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.8 MAXIMUM FEE/PROFIT (APR 2014)**

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) 0.00 percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) 7.74 percent of all other costs. In accordance with Paragraph, G.10, Payment of Fee-Cost-Plus-Fixed Fee, fixed fee will be determined as a percentage of costs expended for term type task orders.

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) 0.00 percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) 9.20 percent of all other costs.

#### **H.9 SUBCONTRACT CONSENT (AUG 2013)**

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

The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clauses 52-244-2, and 52.244-5 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the contractor's existing team of subcontractors.

If a subcontractor's accounting system has been reviewed by a Federal Government audit agency

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

In order to add a new subcontractor, the contractor must submit a written technical rationale describing the need for the new subcontractor to the CO for approval. Upon approval, a cost proposal including contract type with detailed cost information must be submitted for CO approval. The approved amount shall be the subcontract ceiling on the Master Contract level. Prior to using a subcontractor, the contractor must propose the subcontractor on a specific task order and identify a cost ceiling for approval. This proposal requires a separate cost proposal. The contractor is required to monitor this amount and shall not exceed the approved ceilings at the Master Contract level for each subcontractor.

During a task order solicitation, the Contractor shall obtain approval of all new subcontractors prior to submission of its task order proposal. In such cases, task order proposals must include at least 75 percent (labor hours) of the contractor's current team (the Prime and previously authorized subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

#### **H.10 ACCOUNTING SYSTEM (AUG 2013)**

A Prime Contractor **is not eligible** to receive a Cost-Plus-Fixed-Fee (Term or Completion) task order award unless its accounting system has been reviewed by a **Federal** Government audit agency (such as the DCAA or DCMA) and determined by the CO to be adequate for determining costs under a cost reimbursement contract. The CO relies on information provided by a Government audit agency (such as the DCAA or DCMA) to determine the adequacy of a contractor's accounting system. Also, **consent will not be given** for a CPFF subcontract unless that particular subcontractor's accounting system has been reviewed by a Federal Government audit agency and determined by the CO to be adequate for determining costs under a cost reimbursement contract.

#### **H.11 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.12 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.13 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004)**

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

**H.14 HANDLING OF DATA (MAY 2007)**

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.15 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)**

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

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

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

not subject to the "Disputes" clause of this contract.

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

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

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price or CPFF shall be in accordance with the procedures of the applicable "Changes" clause incorporated by reference in Section I of the contract. The resulting task order modification will state that it is made pursuant to this clause.

**H.16 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (FEB 2011)**

Portions of the work under Section C may require contract personnel with security clearances at Confidential or Secret levels, and in some instances, Top Secret. Cleared personnel, if required, must be available at the transition of the contract or task order. Some task orders may require access to classified information. The requirement for a Secret or Top Secret Facility clearance for individual task orders will be determined at the time a task order is issued and whether or not the clearance will apply to the prime and/or any of its subcontractors.

If a Top Secret Facilities Clearance is required, the Contractor shall follow procedures in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense Security Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Attachment J.3 – DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-FORM 254).

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

<u>Labor Category</u>	<u>Sensitivity Level</u>
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]
[To Be Filled in upon issuance of TORFP]	[insert number]

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 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003)**

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

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

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

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

**H.18 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (MAR 2014)**

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 COR/TOCOR.

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

2) The Contractor is responsible for obtaining a copy of the Center's security requirements/regulations (Volpe Center Order No. 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 COR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.

b) The Contractor shall submit, within ten (10) calendar days of contract award, a list of its on-site employees to the Volpe Center CO and COR. Once the list is submitted, the Contractor will notify the CO and COR of any staff changes when they occur, and shall update the list of on-site employees every six (6) months thereafter.

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

**H.19 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.20 U.S. DOT CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)**

The following definitions are provided:

"Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.

"Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.

"Contractor Employee" means prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.

"Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification {PIV} card, a PIV-Interoperable (PIV-1) card

from an authorized PIV-1 issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-1 cards have physical and electronic attributes that other (non-PIV) ID cards do not have.

"Issuing Office" means the DOT entity that issues identification cards to contractor employees.

"Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.

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

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

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

2. Pre-screening of Contractor Employees- The contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:

- a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
- b) Falsification of information entered on forms or of other documents submitted.

c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.

d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.

3. Citizenship and Alien Status- The contractor must monitor an alien's continued authorization for employment in the United States. The contractor must provide documentation to the Contracting Officer or the Contracting Officer's Technical Representative during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

4. Background Investigation and Adjudication- The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-1 (interoperable) cards issued by an authorized PIV-1 issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COTR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.

5. Agency Access Denied- Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COTR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.

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

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

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

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

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

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

a) Renewal: A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.

b) Lost/Stolen: Immediately upon detection, the contractor or contractor employee must report a lost or stolen DOT ID card to the COTR, or if the COTR is unavailable, the CO, the issuing office, or the local servicing security organization. The contractor must submit an incident report within 48 hours, through the COTR or, if the COTR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the contractor to the local police, a copy

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

c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

8. Surrender of ID Cards- Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the contractor must surrender the DOT issued ID card to the COTR, or if the COTR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.

9. Use of This Clause- The contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

**SECTION I - CONTRACT CLAUSES**

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

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

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

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

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

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.	JUL 2013
52.204-13	SYSTEM FOR AWARD MANGEMENT MAINTENANCE	JUL 2013

52.204-15	SERVICE CONTRACTING REPORTING REQUIREMENTS FOR IDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS-NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.216-18	ORDERING	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows: <i>(a) from date of contract award through five years</i>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows: (a) \$2,500 (b)(1) \$10,000,000 (b)(2) \$10,000,000 (b)(3) three calendar days (d) (3) three calendar days	
52.216-22	INDEFINITE QUANTITY	OCT 1995
	For the purpose of this clause the blank(s) are completed as follows: (d) Contractor shall not be required to make any deliveries under this contract <u>12 months after the contract ordering period expires.</u>	

52.217-8	OPTION TO EXTEND SERVICES For the purpose of this clause the blank is completed as follows: <u>30 calendar days before expiration of the contract performance period.</u>	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUL 2013
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: (a) zero	JUL 1990
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WAST REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.227-14	RIGHTS IN DATA GENERAL	DEC 2007

	ALTERNATES I, II, AND III	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	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
	“Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.	
52.232-22	LIMITATION OF FUNDS	APR 1984
	“task order” is to be substituted for “Schedule” wherever that word appears in the clause.	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
	ALTERNATE 1	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES-FIXED PRICE	AUG 1987
	ALTERNATES I and II	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	ALTERNATES I and II	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013

52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1525.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.242-71	CONTRACTOR TESTIMONY	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS	OCT 1994

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

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

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

**I.3 TAR 1252.237-73 KEY PERSONNEL (APR 2005)**

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

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

The Key Personnel under this Contract are:

- (1) Program Manager: Nyles Barnert
- (2) Task Area Manager C.3.1: Kenneth Howard  
Task Area Manager C.3.2: Dennis Colbert  
Task Area Manager C.3.3: Siva Sivananthan  
Task Area Manager C.3.4: Siva Sivananthan  
Task Area Manager C.3.5: Dennis Colbert
- (3) To be specified under individual task orders

**I.4 TAR 1252.239-70 CYBERSECURITY REQUIREMENTS FOR UNCLASSIFIED AND SENSITIVE INFORMATION TECHNOLOGY (IT) RESOURCES (JUN 2012)**

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

- 8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."
  - 9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."
  - 10) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."
  - 11) NIST FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
  - 12) NIST FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
  - 13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" and all related NIST Special Publications.
  - 14) NIST Special Publication 800-18, "Guide for Developing Security Plans for Federal Information Systems."
  - 15) NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
  - 16) NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
  - 17) NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information Systems."
  - 18) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
  - 19) NIST Special Publication 800-53, "Recommended Security Controls for Federal Information Systems."
  - 20) NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
  - 21) NIST Special Publication 800-63, "Electronic Authentication Guidance."
- b) Applicability. The Contractor shall be responsible for Information Technology security for all systems connected to a DOT network operated by the Contractor for DOT, or for contractor systems that contain DOT information regardless of location.

The term Information Technology, as used in this clause, means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For purposes of this definition, equipment is used by DOT whether DOT uses the equipment directly or it is used by a contractor under a contract with the agency which (1) requires the use of such equipment or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information Technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

- c) Security Categorization. In accordance with FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems," DOT has determined that the security category of the information or information system under this contract is Confidentiality [MODERATE], Integrity [MODERATE], and Availability [MODERATE], with an overall security impact level of MODERATE.
- d) Baseline Security Controls and System Security Plan. The Contractor shall develop and maintain the System Security Plan and associated Baseline Security Controls for the system as defined in the DOT Departmental Cybersecurity Compendium. To aid DOT senior officials and Contractors in determining applicable security controls, the Departmental Cybersecurity Compendium assigns security requirements (also referred to as controls and policy) to the DOT Component and Information System levels. The Contractor is responsible for all "System-level" security requirements in accordance with the FIPS PUB 199 categorization approved for the system unless otherwise indicated in the Statement of Work or Performance Work Statement. The Contractor shall follow DOT policy and guidance specified in DOT Order 1357.31 and the Departmental Cybersecurity Compendium to appropriately tailor the set of baseline security controls and define the implementation owner of each control. The Contractor shall obtain the written approval of the System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.
- e) Information System Contingency Plan (ISCP) and Testing. The Contractor shall develop and maintain the ISCP for the system as defined in the DOT Departmental Cybersecurity Compendium. The Contractor shall regularly test the ISCP and document test results in accordance with the DOT Departmental Cybersecurity Compendium.
- f) Security Assessment and Authorization. All applicable Contractor systems/applications must support risk management processes, and produce and maintain the documents and artifacts as specified in the DOT Departmental Cybersecurity Policy and the DOT Departmental Cybersecurity Compendium. The Contractor shall prepare and submit the required documents as specified in the Deliverables section of the contract. For systems categorized as High or Moderate security impact per FIPS PUB 199, the Contractor must obtain a qualified independent Security Control Assessor and obtain the approval of this assessor from the DOT Authorizing Official. The Contractor may not begin the processing of DOT information, interconnecting with DOT networks or systems, or any other

production operation of the system until the DOT Authorizing Official grants security authorization in accordance with DOT policy and procedures specified in the Departmental Cybersecurity Policy and Compendium.

- g) Continuous Monitoring. Upon attainment of security authorization from the DOT Authorizing Official, the Contractor must implement and perform continuous monitoring of the security state and controls of the information system as specified in the Departmental Cybersecurity Policy and Compendium producing the specified reports and other artifacts to demonstrate ongoing risk management.
- h) Contract Compliance. Upon approval by DOT, the Systems Security Plan, FIPS 199 Categorization, Contingency Plan, Security Assessment Report, Security Authorization, Plan of Action and Milestones (including any required updates), and other documents that are required based on the type of information system in accordance with the Departmental Cybersecurity Policy and Compendium, shall be incorporated into the contract file as compliance documents.
- i) Availability of Data, Documents and Access.
  - 1) The Contractor shall ensure that all DOT data remains within the United States except as approved in writing by the DOT Authorizing Official or his/her designee.
  - 2) The Contractor shall provide DOT (or DOT-designated third party contractors) access to the Contractor's and subcontractors' facilities, installations, operations, documents, records, databases, and personnel used in performance of the contract. The Contractor shall have the means to support DOT's requests for access 24 hours per day, 7 days per week which may be necessitated due to a security incident, breach or other security matter.
  - 3) The Contractor shall provide access to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOT information or to the functions of information technology operated on behalf of DOT, and to preserve evidence of criminal activity.
  - 4) Upon termination of the contract or earlier, upon request, the Contractor shall provide to the DOT Authorizing Official or his/her designee all DOT data, source code, or database files, in a format specified by the DOT Authorizing Official or his/her designee.
- j) Monthly Deliverables: The Contractor shall provide, on a monthly basis, the following information in NIST Security Content Automation Protocols (SCAP) XML data formats:
  - 1) Device inventory (type of device and software);
  - 2) Medium and High Vulnerabilities for each device;

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

2) Information Security Awareness and Training Records. The Contractor shall ensure its personnel complete both general awareness training and role-based training for personnel that perform roles deemed by DOT to require annual specialized security training (refer to Compendium Appendix D). The Contractor shall comply with awareness and training policy specified in the DOT Departmental Cybersecurity Compendium and evidence of completion of training shall be provided to the COR upon request by the Government.

3) Information System Interconnection Agreements. The Contractor shall identify all interconnections between its system and other parties. (Refer to the DOT Departmental Cybersecurity Compendium for definitions and requirements for documentation, security controls and authorization of interconnections).

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

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

- o) System Access Notice. The Contractor shall implement DOT-approved warning banners on all DOT systems (both public and private) operated by the Contractor prior to allowing authenticated access to the system(s). The DOT Departmental Cybersecurity Compendium specifies requirements for this warning banner and permitted deviations depending on the end user device.
  
- p) Privacy Act Notifications. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act." The Contractor shall ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:  
  
"This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Individuals who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both."
  
- q) Non-Disclosure Agreements. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.
  
- r) Nondisclosure of Security Safeguards. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards: the Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under the contract. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
  
- s) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions described in paragraph (b).

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

ATTACHMENT J.2 - LABOR CATEGORY QUALIFICATIONS

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



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

## ATTACHMENT J.2 - LABOR CATEGORY QUALIFICATIONS

### CNS/ATMS

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

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

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

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

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

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

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

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

**SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS**

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

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

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

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

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

**DD FORM 254, DEC 1999**

PREVIOUS EDITION IS OBSOLETE.

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 by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  
 Direct  Through (*Specify*):

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

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

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

<p><b>14. ADDITIONAL SECURITY REQUIREMENTS.</b> 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><b>15. INSPECTIONS.</b> 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><b>16. CERTIFICATION AND SIGNATURE.</b> 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>		
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE <i>(Include Area Code)</i>
d. ADDRESS <i>(Include Zip Code)</i>	<p><b>17. REQUIRED DISTRIBUTION</b></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>	
e. SIGNATURE		

DD FORM 254 (BACK), DEC 1999