

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 75
2. CONTRACT (Proc. Inst. Ident.) NO DTRT5715D30002		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO DTRT-RVT-41-1414	
5. ISSUED BY U.S. DOT/Volpe Center Contracts&Program Support Services 55 Broadway, RVP-31 Cambridge MA 02142-1001	CODE RVP-31	6. ADMINISTERED BY (if other than Item 5) U.S. DOT/Volpe Center Contracts&Program Support Services 55 Broadway, RVP-31 Cambridge MA 02142-1001		CODE RVP-31

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) CDM Federal Programs Corporation (CDM Smith) 3201 Jermantown Road Suite 400 Fairfax VA 22030-2883		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Block No. 12

CODE	FACILITY CODE	11 SHIP TO/MARK FOR U.S. DOT/Volpe Center 125 Munroe Street Receiving Dock Cambridge MA 02142-1001	12 PAYMENT WILL BE MADE BY DOT/FAA Enterprise Services Center Volpeinvoices@faa.gov
	VNTSC		

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 51FA4TA600 NL75300000 25205V \$2,500.00
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
15G. TOTAL AMOUNT OF CONTRACT					NTE \$40,000,000.00

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS /WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	58
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DTRT5714R20001</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any 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) Benjamin Ritchey, Client Service Leader		20A. NAME OF CONTRACTING OFFICER Elizabeth A. Segal	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY <u>Benjamin Ritchey</u> (Signature of person authorized to sign)	11/19/14	BY <u>Elizabeth A. Segal</u> (Signature of the Contracting Officer)	11/19/2014

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 CONTRACT TYPE (DEC 2013)**

- A. This is an indefinite delivery/indefinite quantity (ID/IQ) 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, or CPFF term basis at the Contracting Officer's discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR). Performance-based task orders will be used to the maximum extent practicable.
- C. Individual CPFF task orders will be issued on a completion-type basis pursuant to FAR 16.306 (d)(1). If a completion-type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).
- D. The Contract Line Item Number (CLIN) structure provided in Subsection B.4 below establishes a CLIN for the three contract types/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, and CPFF term tasks. In general, these terms and conditions are clear on their face with regard to applicability.

B.2 CONTRACT LIMITATIONS (OCT 2013)

- A. Multiple Contract Awards: Five contracts have been awarded under the Volpe Center Solicitation No. DTRT5714R20001.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$40 million. As a task order is issued to one Contractor, its value is subtracted from the total value available to all Contractors.
- C. Minimum Guarantee: The guaranteed minimum is \$2,500 for each contract.

B.3 CONTRACT SCOPE (DEC 2013)

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

B.4 CONTRACT LINE ITEMS (DEC 2013)

<u>ITEM NO.</u>	<u>SERVICES</u>
0100	The Contractor shall furnish all personnel, supplies, facilities, materials, support, and management necessary to provide the services in accordance with the SOW entitled Operations Research and Analysis (ORA) Services and other terms and conditions of this contract through one or more 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)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

OPERATIONS RESEARCH AND ANALYSIS (ORA) SERVICES

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 marshal the broad range and quantity of skills needed to perform sponsoring agencies' projects. By establishing a "pool" of professional technical/scientific resources, the Volpe Center can respond to uncertain, long-range requirements of its technical program in a timely and effective manner. The Contractor will constitute an important part of Volpe Center's resources and will provide high-technology capabilities and skills targeted to the Volpe Center's programmatic requirements in the areas of transportation and logistics ORA services.

C.2 SCOPE OF WORK

The Volpe Center's programmatic activities supported by the ORA multiple award contracts are very broadly based, covering every mode of transportation, a variety of sponsoring organizations, and a variety of functional areas within transportation and logistics ORA services. The work addresses the Government's analysis and assessment of transportation systems and issues from a variety of perspectives, and the ORA contracts will greatly assist in this analysis and assessment. These perspectives include system performance and effectiveness, supply and demand forecasts, impact analysis, socio-economic analysis, industry analysis, policy and regulatory development, organizational performance, strategic planning, operations and maintenance assessment, risk assessments, capital investment needs, infrastructure and equipment management, metrics development, environmental impacts, regulatory compliance assessments, health and safety analysis, transportation infrastructure and facility assessment, demonstration and field test analysis as well as critical technologies planning and evaluation. Projects generally address issues of national importance, requiring an appreciation of local, national, and international transportation issues and trends, an intermodal perspective, and an appreciation for the various public and private interests at work within these areas.

There are eight work areas within transportation and logistics ORA services:

1. System Operational Performance: Assessment of transportation/logistics system performance and effectiveness

This work area includes the application of theoretical and practical analysis techniques to existing and anticipated issues relating to large-scale transportation and logistics systems. This work may include assisting in the development and application of simulation techniques, closed-form models, and systems analysis to assess the performance and effectiveness of large-scale transportation and logistics systems and/or their component parts.

Work may involve analysis of (and/or support in the development of systems which allow for the analysis of) transportation/logistics system issues such as supply and demand for services, infrastructure, vehicle performance, evaluation of one or multiple transportation modes, asset management, traffic flow and demographics, operator performance, fleet mix, safety, timeliness, cost, and other performance metrics. This work may also include social survey research and analysis, including facilitating focus groups, implementing surveys, and analyzing survey results. All necessary approvals for the surveys shall be obtained, as required by regulation, and in accordance with the latest regulatory requirements.

Work in this area requires knowledge of the transportation industry and its operations and skills in the use of statistical analysis tools, physical and computer modeling and simulation, linear and non-linear programming, queuing theory, network theory and analyses, financial/economic analysis, community and urban planning, human factors, and/or organization behavior.

Examples of potential tasks include:

- Analysis of the flow of hazardous materials through transportation systems
- Trade-off analysis of routing and scheduling optimization against safety, environment, and cost considerations
- Analysis of gross capacity and intermodal connectivity of the national freight system
- Analysis of capacity and planning for airports and the National Airspace System (NAS) with emphasis on tools for evaluating alternative design configurations and layouts
- Analysis of infrastructure and equipment maintenance and reliability issues in complex transportation systems
- Analysis of Federal agency logistics problems, options, and alternative problem solutions
- Evaluation of the effects of drugs, alcohol, and the aging process on operator performance
- Analysis of drugs and alcohol management systems
- Analysis of aviation flight deck and air traffic control operator performance
- Assistance with risk assessment and analysis of safety and security systems and sub-systems
- Assistance with operational performance assessment of automated transportation system concepts

2. System and Policy Impacts: Analysis of the impacts of transportation/logistics systems and policies

This work area covers assistance with the Government's analyses of the impacts of the flow of people and goods and/or transportation/ logistics systems and operations on society and the environment and the impact of Government regulation on the transportation industry and enterprise. Work in this area may include, but is not limited to, the following:

- Safety, security, and environmental impacts and risk analyses of transportation/logistics systems and components as the systems and components relate to health and welfare, land and energy use, material consumption, noise, air quality, pollution, quality of life issues, and social objectives
- Analyses of public policy options and the impact of such policy options on domestic intermodal competition, international competitiveness, socio-economic policy, and/or environmental quality
- Analyses of the impact of proposed public policy options or regulatory changes on private and public carriers, users, the transportation supply industry, and governments
- Social survey research and analysis, including facilitating focus groups, implementing surveys, and analyzing survey results. All necessary approvals for the surveys shall be obtained, as required by regulation, and in accordance with the latest regulatory requirements.
- Analyses at the macro or micro level, including both conventional and automated transportation systems

- Analyses of radio frequency spectrum management issues and policies relative to connected transportation concepts, particularly but not exclusively with respect to the 5.9 GHz dedicated short-range communications (DSRC) band

Work in this area requires knowledge of the transportation industry and related public policy and skills in statistical analyses, physical and computer modeling and simulation, linear and non-linear programming, risk analysis, financial/economic analysis, and human factors. Work may also require engineering/scientific/professional skills to perform specialized studies relating to the environment, community/urban planning, public health and welfare, and the economy.

Examples of potential tasks include:

- Analysis of impact of public transportation systems on the effectiveness of welfare-to-work initiatives
- Analysis of risks associated with the transportation of hazardous materials, including high-level radioactive materials, explosives, and specific chemicals
- Technical assistance in support of environmental impact analyses
- Studies of the propagation of hazardous chemical and biological agents in tunnels and transportation terminals
- Evaluation of air quality assessment models that measure and analyze the relationship between vehicle choice, traffic levels and flows, emissions, etc. and estimates of the impacts on air quality and energy consumption
- Evaluation of the impacts of proposed safety regulations on the transportation industry
- Assistance in the assessment of the liability for damages incurred by autonomous vehicle operations in mixed traffic operations with human operated vehicles.

3. Industry Analysis: Collection of transportation-related data and assessment of business and economic factors within the transportation industry

This work area covers analyses of the business and economic aspects of the transportation industry, including issues of finance, business case analysis, market analysis, supply and demand forecasting, regulatory analysis, safety and security analysis, and productivity analysis. Included in this area are the gathering, compilation, and analysis of transportation-related data and statistics and assistance with the analysis of industry best practices. Work may encompass economic analyses of alternative transportation investments, estimating demand for transportation services in selected markets, analysis and evaluation of transportation user charges, cost-benefit analysis and capital budget estimating for systems and infrastructure renewal, transportation operator and supply industry analysis, and assistance with financial planning. The work may also encompass support of the Government's development of systems to manage and monitor industry processes and activities.

Work in this area requires specialists knowledgeable of the transportation industry and skilled in financial and economic analysis, analysis of business practices and organization behavior, marketing, statistics/mathematics, information gathering/analysis/management/dissemination, and industrial engineering and psychology.

Examples of potential tasks include:

- Identification, collection, analysis, and summary of transportation data for air-, land-, and marine-based transportation systems
- Research, analysis, planning, testing, demonstration, and evaluations of regulatory or technology activities on transportation

- Performance of transportation investment analysis of any mode of transportation, and its supporting infrastructure--air, highway, transit, rail, water, pipeline--both urban and inter-urban
- Analysis of people/commodity flow information
- Support in the development of statistically valid sampling and monitoring techniques for estimating travel demand and traffic volume on transportation systems at local and national levels
- Ridership and revenue forecasts
- Preparation of detailed studies of the current and future financial condition of public carriers
- Analysis of the feasibility and cost of implementing real time traffic monitoring
- Analysis of safety/security equipment and structures
- Analysis of demand for unmanned vehicles in both aviation and highway transportation
- Analysis of the market value of a trusted and secure connected vehicle communications infrastructure and environment

4. Improvement of Operational Performance: Analysis and development of transportation/logistics systems and maintenance processes and procedures

This work area includes the application of theoretical and practical analysis techniques to existing and anticipated problems of large-scale transportation and logistics systems. This work may include support of the Government's development and application of simulation techniques, closed-form models, and systems analysis related to evaluation and design/development of transportation/logistic system operations and concepts. This work also may include support of the development and evaluation of field demonstrations and field testing, definition of new or modified operating concepts that satisfy requirements and enhance performance, and/or the conducting of impact assessments of new or modified concepts and modules to validate and verify compatibility and satisfaction of defined requirements. Work also may involve delay analysis, arrival and trip time variability analyses, and assistance with the design and testing of new or enhanced processes to improve system performance; e.g., operator procedures, safety procedures, and automated information systems for decision support.

Work in this area requires specialists knowledgeable of the transportation industry, particularly system/logistics operational practices and processes. Work may require the specialist to have expertise in statistical analyses; modeling and simulation; linear and non-linear programming; queuing theory; network theory and analyses; system safety and security risk analysis; industrial psychology and engineering; organization behavior; and information systems design, development, and deployment. Work also may require engineering/scientific/professional skills to perform specialized studies relating to the environment, technology, human factors, and public health.

Examples of potential tasks include:

- Assistance in the Government's development of basic safety procedures for pilots and air traffic controllers
- Routing and scheduling optimization
- Assistance with capacity planning and modeling for airports, transit systems, and connected vehicle-highway systems
- Analyzing maintenance and reliability of and developing modifications to overcome deficiencies
- Systems operations optimization using institutional, organizational, and Management Information Systems (MIS) configuration analyses
- Assistance in the development and refinement of fleet maintenance practices

- Assistance in the development of strategies/procedures and methods for use by environmental and emergency response personnel to prevent, detect, identify, and quantify discharges of hazardous chemicals with sufficient accuracy to make initial response decisions and follow-up analysis and support
- Assistance in the development of strategies to determine energy usage by Government facilities and vehicles and methods to reduce this usage for compliance with international treaties and Federal regulations
- Assistance in the development of strategies and methods to dispose of oil and hazardous chemicals that are recovered from spills and to monitor the progress of mitigation and clean-up efforts
- Evaluation of operator fatigue, workload, and work scheduling
- Assistance in the development of operator performance metrics
- Analysis of safety and security systems intended for systems and operational improvements and assistance in providing training on these systems. This support for the conducting of any conferences and/or training shall be in compliance with the latest Departmental and Governmental requirements pertaining to conferences and training
- Applications of innovative data analytics to derive information from terabyte or larger datasets, massive real-time datasets, and/or a range of data types and sources to enable enhanced decision making, insight discovery or optimization of system operations

5. Technological Advances: Assessment of transportation/logistics technologies and research and development needs and policies

This work area includes the application of theoretical and practical analysis techniques to the assessment of transportation/logistics-related technology. Work in this area may include support in the Government's assessment and selection of appropriate technologies available to improve current and future transportation and logistics operations including vehicle, guideway, command and control, maintenance, supply, scheduling and distribution systems. This work also may include analysis and research of alternative fuels, technology forecasting, technology assessments, training, system safety analyses (i.e., risk, hazard, etc.), conducting of field demonstrations, field testing, cost-benefit studies, and knowledge of existing transportation/logistics practices and software. This support for the conducting of any conferences and/or training shall be in compliance with the latest Departmental and Governmental requirements pertaining to conferences and training. This area also may cover the study and assessment of transportation research and development issues, programs, and activities for the purpose of making and furthering transportation public policy.

Work in this area requires a broad knowledge and strategic perspective of the transportation enterprise, accomplishments by scientific and engineering, and a wide range of transportation-related technologies.

Examples of potential tasks include:

- Assessment of transportation research and development funding and identification of implications for achievement of public policy objectives
- Assistance in the development of a national transportation research and development agenda
- Evaluation and analysis of Federal technical initiatives such as advanced technologies in rail and transit systems, intelligent and/or automated highways, border-crossings, and traffic control systems
- Evaluation of the congestion relief or increased throughput benefits expected from innovative technologies for air, highway, rail, and transit operations and their applicability for improving transportation operations

- Assessment of the use of advanced vehicle location and position monitoring and other technologies in surface transportation, including Global Positioning System (GPS), radio tags, and smart cards
- Application of advanced technologies to civil aviation, railroads, transit, highway vehicles, maritime systems, or recreational boating

6. Improvement of Organizational Performance: Assessment of organizational factors in transportation systems and analysis of strategic and process-based options to improve organizational performance

This work area covers organizational systems performance. Work in this area may require assistance in addressing the Government's efforts to maximize the performance of the organizational systems associated with transportation and logistics. Work may range from analyzing primary organizational factors underlying strategic issues to helping map processes in enterprises' core lines of business and on to assisting with the design and implementation of detailed plans to align organizational factors with strategic goals and objectives. These efforts will be designed to assist executives in making decisions on the need for, timing of, and expected adequacy of proposed programs and organizational designs associated with transportation/logistics systems in their domain. Other work in this area may be assisting in the Government's development of groups and organizations in ways that increase their tactical and strategic effectiveness. Such activities focus at a variety of organizational levels and on clients ranging from senior executives to "diagonal slice" work groups and may involve providing assistance to a customer of the Volpe Center in designing and managing transitions from a current to a desired future state.

Work in this area requires knowledge of management science and skills in the methods and practices associated with organizational diagnosis and analysis, business process redesign, and accountability systems linked to strategic goals and performance metrics as well as theories of "systems thinking," "total quality management," "action research," and "group and organizational systems dynamics."

Examples of potential tasks include:

- Mapping and analysis of business processes in order to identify and implement significant improvements in organizational performance
- Framing, conducting, and documenting the results of industry benchmarks to provide executives with information with which to set realistic performance standards for mission-critical business processes
- Assistance in developing accountability systems and associated performance measures designed to guide managers in the achievement of their strategic goals and objectives (e.g., conduct analyses)
- Assistance in the development of business case analyses that justify budget submissions in support of an organization's strategic objectives
- Analyses of environmental trends (e.g., political, regulatory, management, technological, industry) that could affect the extent to which organizational purposes and structures may need to change and recommend procedures for clients to conduct such analyses on a regular basis
- Assistance in the design and development of interactive approaches to strategic focusing that enable employees of an organization to articulate their vision, mission, values, goals, objectives, and strategies for the mid and long term (2-3 years and beyond) and take into account likely trends in technologies, business management, and transportation-related industries
- Assistance in the design and conducting of team building for project teams, intact work groups (senior executives and below), operational units, or diagonal slices of an organization

- Assistance in the design and implementation of educational sessions that develop and improve understanding and competence when performed as an integral part of a task order covering organizational assessments/studies. The focus of such educational sessions **may include topics** such as leadership, systems thinking, managing diversity, empowerment, total quality, authority, facilitation, negotiation, mediation, conflict resolution, and culture
- The collection and analysis of data related to human resource systems (e.g., compensation, staffing, career development, appraisal, employee relations, training) and recommendations and assistance in the implementation of appropriate actions when performed as an integral part of a task order covering organizational assessments/studies. This support for the conducting of any conferences and/or training shall be in compliance with the latest Departmental and Governmental requirements pertaining to conferences and training.

7. Systems Safety Analysis: Analysis of operational safety for transportation systems

This work area includes all facets of public safety and occupational health and safety analysis for transportation systems. Work may include analysis of existing transportation systems and associated performance data to identify safety and health issues and analysis of proposed transportation systems to identify requirements for safer design. Current tasks assigned to the Volpe Center include safety analysis for the Federal Aviation Administration's (FAA) NAS current air traffic operations and new system development. However, future work could address this and other transportation modes.

For analysis of existing transportation systems to identify safety issues, this work likely would entail data-mining and analysis of accident, incident, operational error, and other performance data to identify safety issues and causal information. Analytical techniques such as development of fault trees may be required as well as more sophisticated or emerging methods such as the system-theoretic model of accidents. Expertise in the transportation modes is required to perform detailed analysis on a specific safety issue that may include human factors, systems engineering, operations research, or other specialty skills.

For safety analysis for proposed or developmental transportation systems, systems safety engineering skills are required to perform hazard analyses and develop safety requirements based on risk levels of identified hazards. Classification of risk levels requires analysis of each hazard to resolve the two risk components of probability and severity. Application of safety risk management guidance for specific modes, such as that of the FAA's Safety Management System (SMS) may be necessary to contribute within the context of cross-organizational teams to support new transportation research and development.

Finally, system safety analysis tasks may include investigation of organizational impacts to safety. Tasks in this area would require an understanding how organizational features such as policy, culture, and incentives impact overall safety performance and how they relate to the other socio-technical layers.

Examples of potential tasks include:

- Assistance in the development of a Safety Risk Management Document for a system installation by the FAA Air Traffic Organization (ATO). This task would entail describing a system, identifying hazards, assigning risk levels (based on probability and severity) to each hazard, proposing mitigation strategies for each unacceptable risk/hazard, and developing associated safety requirements
- Reviewing safety practices for an operational transportation organization (such as the FAA ATO) and proposing policy, organizational structures, training, information systems, and staffing to improve overall safety performance of the organization. This support for the conducting of any conferences and/or training shall be in compliance with the latest Departmental and Governmental requirements pertaining to conferences and training.

- Extraction of incident and accident data from a modal transportation database to identify and document trends in incident and accident occurrences. For specific types of incidents or accidents, perform in-depth analysis to identify specific causal information and propose research topics to eliminate causes
- Assistance in the development of a risk management approach and management plan for protecting personnel, facilities and infrastructure from hazards such as fire, flood, and occupational hazards (e.g., hazardous material releases, electrical and mechanical hazards from equipment, and radiation exposure). This task could also include developing and providing safety training programs to be used by agencies and the general public. This support for the conducting of any conferences and/or training shall be in compliance with the latest Departmental and Governmental requirements pertaining to conferences and training.
- Hazard identification relative to software-intensive, complex electronic control systems in safety critical applications

8. Regulatory and Policy Compliance Assessments: Assistance in the Government's assessment of regulatory compliance status and development of corrective action strategies

This work area covers support of Government regulatory compliance assessments of transportation systems, infrastructure, and facilities and operations and includes assistance in the development of strategies for implementing processes for complying with new regulations and policies as well as strategies for correcting existing compliance deficiencies. This work may include review of existing regulations and policies, analysis of existing compliance management programs and procedures, conducting compliance audits and operational assessments, and helping the Government develop compliance strategies and implementation plans. Work in this area also may include helping the Government develop program management plans and tools that are designed to assist in the implementation and management of compliance programs, including the integration of various regional and national compliance programs.

Examples of potential tasks include:

- Review of existing and proposed regulations to identify and report potential impacts to agency operations
- Collection and analysis of data from current operations to ensure compliance with Federal, state, and local regulations as well as agency policy. This task includes coordinating with the various agency regional offices, performing quality assurance and analysis of data, identifying compliance issues, and providing recommendations for correcting deficiencies
- Assistance in the development of a site prioritization process and guidance for prioritizing agency non-compliant issues such as releases of hazardous materials. The guidance considers risk factors such as severity of the non-compliance, potential for adverse health and safety effects to employees and the general public, and adverse effects of performing agency operations
- Assistance in the development of policies, procedures, and guidance for the decommissioning and disposition of transportation facilities and infrastructure to ensure compliance with all regulatory and agency policy. This would include helping the Government develop decommissioning plans for individual facilities as well as develop budgets and schedules for the decommissioning
- Assistance in the development of a management system for the collection and analysis of data required for ensuring regulatory and agency policy compliance
- Support of the Government's identification and analysis of regulatory structures and policies governing the development, testing, manufacture, sale, and/or operation of autonomous unmanned aerial or highway vehicles

When performed as an integral part of a broader task order, work may require the Contractor to help the Government plan and conduct workshops, conferences, training courses, and disseminate technical information developed under that task order, all of which work will require the Contractor to utilize the appropriate management controls of the conducting of conferences and training and be in compliance with Departmental and Government requirements pertaining to conferences and training.

Successful performance on task orders requires specialized skills in a broad range of disciplines within transportation and logistics such as (but is not limited to):

- Community/urban planning
- Economics and industry analysis
- Engineering (civil, environmental, mechanical, electrical, electronics, computer, industrial)
- Environmental science
- Logistics
- Mathematics/statistics
- Operations research and management science
- Organization development and business process redesign
- Physical science
- Engineering psychology and human performance
- Regulatory Compliance
- Occupational Safety and Health
- Simulation and modeling
- Systems Safety Analysis

C.3 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.4 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 Agency Program-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 Environmental Protection Agency (EPA)-designated or US Department of Agriculture-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:

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

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

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)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER (applies to FFP task orders)	AUG 1989
52.242-15	STOP WORK ORDER ALTERNATE I (applies to CPFF task orders)	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991

F.2 CONTRACT PERIOD OF PERFORMANCE (OCT 2013)

This contract shall become effective on the date the Contracting Officer (CO) signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period will continue for five years thereafter (i.e., term of the contract). 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 (JAN 2014)

A Contractor who has been awarded one 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 for CPFF task orders;

- 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 (DEC 2013)

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 awarded more than one 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 (DEC 2013)

Monthly Task Order Cost Reports shall be submitted by the Contractor, except for 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, and 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 30 calendar days after completion of work under the task order, the Contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order and, in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the Limitation of Cost clause or Limitation of Funds clause applicable to each task order and incorporated by reference in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format (See Attachment No. 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 Volpe Center COR or TOCOR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COR's and/or TOCOR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 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.2 – “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 (DEC 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 cases, the Contracting Officer will provide written authorization to the Contractor as necessary to accomplish work in a Government facility.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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.

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

G.2 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.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 FAR 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 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 (JAN 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 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;
 - 5. For task orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source; or

6. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility in FAR Part 19 apply.
- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Unless the procedures in Paragraph A are used for awarding individual task orders, multiple award Contractors will be provided a fair opportunity to be considered for each task 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 order 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 of an awardee for 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 Section I, TAR 1252.237-73.

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

G.5 TASK ORDER OMBUDSMAN (JAN 2014)

Contractors with any complaint regarding the 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, Attention: 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 (JAN 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 clause is 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 costs 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 (JAN 2014)

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

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), 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 (all lower case). A cover e-mail 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 task orders under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The Contractor shall submit a final invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The final invoice shall be submitted within six months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the Contractor shall submit a corrected final invoice.

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

- (1) Consecutively number each interim payment request beginning with No. 1 for each task order.
- (2) The Contractor must specify the appropriate cost per funding source(s) in which ESC should make payment on the SF 1034. If this information cannot be entered on the SF 1034, the Contractor must clearly state where the information can be found in the voucher package on the SF 1034. The same procedures shall be followed for fee vouchers. In addition, the Contractor must indicate if the voucher is a cost voucher or a fee voucher on the SF 1034. Cost vouchers and Fee vouchers must continue to be billed separately and must be clearly marked in the title so that ESC at FAA may make distinction.
- (3) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
- (4) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (5) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks orders. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- (6) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than six (6) months after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Cost or Limitation of Funds 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.

- (7) The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task order by major cost element and the fixed fee relative to each task order. The Contractor shall submit this invoice, along with the Contractor's release form, DOT F 4220.4, to the CO, following the final adjustment of its annual indirect rates per FAR 52.216-7.

G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (DEC 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 (OCT 2014)

Performance evaluations shall be completed for each completed task order over \$150,000 and for selected task order 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 14 calendar days in which to respond to Government comments. The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be attached to the Report.

G.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 (DEC 2013)**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

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

Uncompensated Overtime

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

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

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

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

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

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

Prime Contractor Workweek

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order 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 (OCT 2013)

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$ TBD by \$ TBD to \$ TBD. The amount allotted to the estimated cost is increased from \$ TBD by \$ TBD to \$ TBD. The amount obligated for the fixed fee is increased from \$ TBD by \$ 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 Block No. 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 by \$ 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 (OCT 2013)

All travel performed under this contract shall be performed in accordance with the 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 COR and/or TOCOR).
- (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 ALLOTMENT (OCT 2013)

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

The Accounting and Appropriation amount currently allotted is as follows:

PR Number	Accounting Code	<u>Amount Obligated</u>
[REDACTED]	[REDACTED]	\$2,500.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

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

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

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

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

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

H.3 CONTRACTOR RESPONSIBILITY (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.4 SALES TAX EXEMPTION (MAY 1999)

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

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

H.5 LEVEL-OF-EFFORT NOTIFICATION (DEC 2013)

The Contractor shall notify the Contracting Officer 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 of effort 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" clauses.

H.6 HANDLING OF DATA (MAR 2008)

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

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

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

the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

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

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

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

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

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

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

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

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

As used herein, the term "data" generally has the meaning set forth in Federal Acquisition Regulations (FAR), Clause 52.227-14, "Rights in Data - General" (DEC 2007), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regards to other companies' information that the Government may receive with restrictions or pursuant to a Non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

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

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

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

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

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

H.8 INSURANCE (MAR 2003)

See Section I – Contract Clauses - FAR Clause 52.228-5 Insurance — Work on a Government Installation (JAN 1997) and FAR Clause 52.228-7 Insurance — Liability to Third Persons (MAR 1996).

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

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

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

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

H.9 MAXIMUM FEE/PROFIT (JAN 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) [REDACTED] percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) [REDACTED] 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) [REDACTED] percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) [REDACTED] percent of all other costs.

H.10 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2014)

The Contractor's Small Business Subcontracting Plan, dated May 1, 2014, in support of this contract has been determined to be acceptable and is incorporated into and made a material part of the contract.

H.11 SUBCONTRACT CONSENT (JAN 2014)

Since this is an ID/IQ contract, most subcontracts for professional labor shall also be placed on an ID/IQ 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 Clause 52-244-2 and FAR Clause 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 Contracting Officer 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 and approved by a cognizant audit agency, usually the Defense Contract Audit Agency (DCAA), 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 Contracting Officer for approval. Upon approval, a cost proposal including contract type with detailed cost information must be submitted to the Contracting Officer for approval. The approved subcontract value shall be the subcontract ceiling on the Master Contract level. Prior to using the subcontractor, the Contractor must propose the subcontractor on a specific task order and identify a cost ceiling for approval. This task order proposal requires a separate cost proposal. The Contractor is required to monitor this amount and shall not exceed the approved cost ceilings on a 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.12 ACCOUNTING SYSTEM (DEC 2013)

A Prime Contractor is not eligible to receive a CPFF (Term or Completion) task order award unless its accounting system has been reviewed by a Federal Government audit agency (such as the DCAA) and determined by the Contracting Officer to be adequate for determining costs under a cost reimbursement contract. The Contracting Officer relies on information provided by a Government audit agency (such as the DCAA) 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 Contracting Officer to be adequate for determining costs under a cost reimbursement contract.

H.13 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 No. 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 5220.22-R) 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.14 INCIDENTAL HARDWARE/SOFTWARE (AUG 2012)

The acquisition for incidental hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or the Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost, and rationale.*

*Charges for mobile communication devices (e.g., pagers, cell phones, handheld BlackBerry-type devices, iPads, cameras, etc.) are specifically excluded for the purposes of any costs incurred for incidental hardware or software. Costs for these items are considered unallowable as a direct charge to any task orders issued under this contract.

H.15 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.16 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2013)

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 Volpe Center's security requirements/regulations, VNTSC Selected Directive 1600.3, Admittance to Volpe Center Buildings.
- (3) All items of Government Property are subject to the Volpe Center's security regulations.
- (4) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:
 - (a) Submit a written request for these items of property to the CO and COR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.

(b) The Contractor shall submit, within 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 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.17 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (DEC 2013)

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 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 and/or task orders: materials, patterns, designs, sketches, drawings, and plans.

H.19 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2014)

An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Government, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in organizations regulated by or assisted by DOT or in organizations whose interest may be substantially affected by Departmental activities. This clause is applicable at both the Master Contract level and Task Order level throughout the life of the contract.

H.20 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)

The following definitions are provided:

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

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

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

"Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.

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

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

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

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-I (interoperable) cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each Contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the 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 COTR/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.

H.21 LEGAL HOLIDAYS/INSTALLATION CLOSING (JAN 2014)

The following Federal legal holidays are observed and no work shall be performed at the Contractor's site or at a Government facility, unless approved in writing, and in advance, by the Contracting Officer: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Whenever a recognized Federal holiday falls on a Saturday, the preceding Friday will be observed as a legal holiday. Whenever a recognized Federal holiday falls on a Sunday, the following Monday shall be observed as a legal holiday.

The Contractor shall comply with the aforementioned Federal holidays and any other day designated by the Federal Statute, Executive Order, or Presidential proclamation; therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The CO/ACO will notify the Contractor when early release of Federal employees has been authorized.

SECTION I - CONTRACT CLAUSES

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

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

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

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOW RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANGEMENT MAINTENANCE	JUL 2013
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	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:	
	(a) <u>from date of contract award through five years</u>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows:	
	(a) \$2,500	
	(b)(1) \$10,000,000	
	(b)(2) \$10,000,000	
	(b)(3) three calendar days	
	(d)(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) that the Contractor shall not be required to make any deliveries under this contract after <u>12 months after the contract ordering period expires.</u>	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause the blank is completed as follows:	
	<u>30 calendar days before expiration of the contract performance period.</u>	
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (applicable to all firms other than small business concerns)	JUL 2013
	ALTERNATE II	OCT 2001
52.219-16	LIQUIDATED DAMAGES — SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM — DISADVANTAGED STATUS AND REPORTING	JUL 2013
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	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
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	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223.16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	JUN 2014
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
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	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS — CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR	MAY 2014
52.227-14	RIGHTS IN DATA — GENERAL ALTERNATES I, II, AND III	MAY 2014 DEC 2007
52.227-16	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
52.230-2	COST ACCOUNTING STANDARDS	MAY 2014
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010

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	MAY 2014
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	MAY 2014
52.232-25	PROMPT PAYMENT	JUL 2013
	ALTERNATE I	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 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
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 2014
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	JUL 2014
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY — SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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
1252.223-72	PROTECTION OF HUMAN SUBJECTS	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.242-71	CONTRACTOR TESTIMONY	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	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.

I.3 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government;

or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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

I.4 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 – [REDACTED]
- (2) To be specified under individual task orders

I.5 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 NUMBER	TITLE	NO. OF PAGES
J.1	Monthly Task Order Cost Report Format	2
J.2	Labor Category Qualifications	2
J.3	DOD Contract Security Classification Specification, DD Form 254	3
J.4	Small Business Subcontracting Plan	9

ATTACHMENT NO. J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

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

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

ATTACHMENT NO. J.2 - LABOR CATEGORY QUALIFICATIONS

OPERATIONS RESEARCH AND ANALYSIS (ORA) SERVICES

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

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

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

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

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

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS

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

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

ATTACHMENT NO. J.3 – DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254

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

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

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

Proposed public releases shall be submitted for approval prior to release

Direct Through (*Specify*):

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

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

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

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

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ATTACHMENT NO. J.4 – SMALL BUSINESS SUBCONTRACTING PLAN