

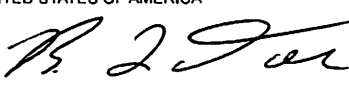


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 71	
2. CONTRACT (Proc. Inst. Ident.) NO. DTRT5715D30018				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DTRT-RVT-1-1012	
5. ISSUED BY USDOT/Volpe Center On Site Contracts & Simp Acq 55 Broadway V222 Cambridge MA 02142-1001		CODE V222		6. ADMINISTERED BY (If other than Item 5) USDOT/Volpe Center On-Site Conts & Simp Acu 55 Broadway, V222 Cambridge MA 02142-1001		CODE V222	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Lunarline, Inc. 3300 NORTH FAIRFAX DRIVE ARLINGTON VA 22201-4439				8. DELIVERY FOB ORIGIN X OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT SB Net 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR U.S. DOT/Volpe Center 125 Munroe Street Receiving Dock Cambridge MA 02142-1001		CODE VNTSC		12. PAYMENT WILL BE MADE BY DOT/FAA Enterprise Services Center Volpeinvoices@faa.gov		CODE VOLPE PAYMENT OFFIC	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G.17 ALLOTMENT (JAN 2015)			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$16,360,861.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print) Waylon Krush, CEO, Lunarline, Inc.				18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)				19C. DATE SIGNED 		20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	
						20C. DATE SIGNED 9/30/2015	

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DTRT5715D30018

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NAME OF OFFEROR OR CONTRACTOR

Lunarline, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Support Onsite for Information Technology Services (SOFITS) Small Business Set-Aside (SBSA) Contract Line Item Number (CLIN) 0200 entitled "Information Systems Security (ISS) Support". RECOVERY: NON-RECOVERY FOB: Destination Period of Performance: 09/30/2015 to 09/29/2020				
0200	ISS Support (SBSA) Obligated Amount: \$0.00				16,360,861.00
0201	Firm Fixed Price Type (Not Separately Priced)	1	EA		0.00
0202	Cost Plus Fixed-Fee - Completion Type (Not Separately Priced)	1	JO		0.00
0203	Cost Plus Fixed-Fee - Term Type (Not Separately Priced)	1	JO		0.00

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONTRACT TYPE (DEC 2014)

- A. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) task order type contract. Work will be placed under this contract through the issuance of task orders.
- B. Task orders may be issued on a Firm-Fixed-Price (FFP) basis in accordance with Federal Acquisition Regulation (FAR) 16.202. Task orders may also be issued on a Cost-Plus-Fixed-Fee (CPFF) completion, or CPFF term basis in accordance with FAR 16.306 (d). Task order type shall be determined and issued at the Contracting Officer's (CO) discretion consistent with the guidelines provided in Part 16 of the FAR. Performance-based task orders will be used to the maximum extent practicable.
- C. The Contract Line Item Number (CLIN) structure provided in Subsection B.3 below establishes a CLIN 0200 for the Task Area (Task Area 1) as outlined in the Statement of Work (SOW) (Section C). 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 (DEC 2014)

Maximum Contract Value: The value of all task orders placed under CLIN 0200 shall not exceed **\$16,360,861.00**. The contract award under CLIN 0200 has been awarded under the U.S. Department of Transportation (DOT), Volpe National Transportation Systems Center (Volpe Center), Solicitation DTRT5715R20003; the minimum guarantee is \$2,500.

B.3 CONTRACT LINE ITEMS (DEC 2014)

The Contractor shall furnish all supplies and facilities (for off-site task orders only), personnel, and management necessary to provide the required services in accordance with the SOW in Section C titled, "Support Onsite for Information Technology Services (SOFITS) Support Services" and other terms and conditions of this contract, through individual task orders issued under one of the contract types for CLIN 0200 Information Systems Security (ISS) Support, set forth below:

<u>CLIN</u>	<u>SERVICES</u>
0200	ISS SUPPORT
0201	FIRM FIXED-PRICE TYPE*
0202	COST PLUS FIXED FEE - COMPLETION TYPE*
0203	COST PLUS FIXED FEE - TERM TYPE

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

B.4 CLIN 0200 LEVEL OF EFFORT – IDIQ

The total level of effort (LOE) estimated to be ordered during the term of this ISS Support contract is shown below.

Labor Category	Total Hours (5 years)
Subject Matter Expert	18,800
Senior Analyst	37,600
Mid-Level Analyst	18,800
Total Level of Effort	75,200

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SUPPORT ONSITE FOR INFORMATION TECHNOLOGY SERVICES (SOFITS)

C.1 GENERAL INFORMATION

The Volpe Center is an innovative, Federal, fee-for service organization within the DOT/Office of the Assistant Secretary for Research and Technology whose mission is to improve the Nation's transportation system. The Volpe Center's programmatic requirements cut across all modes of transportation, both national and international, for the DOT and non-DOT organizations, including state and local governments. The Volpe Center's four technical centers focus on cross-cutting transportation, research, education, innovation, and other multimodal issues. Each of the Volpe Center's technical centers applies its technical capabilities to DOT strategic goals and national and international transportation priorities. The technical centers expand the DOT's multimodal horizons and demonstrate how innovation can arise from creative and collaborative use of internal and external assets.

The Volpe Center utilizes a combination of Federal and contractor personnel to maximize the broad range and quantity of skills needed to perform sponsoring organizations' projects. This multiple award vehicle will augment the Volpe Center's resources by providing high-technology capabilities and skills targeted to the Volpe Center's programmatic requirements in the areas of Information Technology (IT) support as well as ISS and Privacy support.

IT support and ISS and Privacy support have historically been provided through the utilization of support services contracts, allowing the Volpe Center to quickly respond to new and changing requirements of technical programs. On-site IT support services and ISS and Privacy support services are currently being provided by the Volpe-Transportation Information Project Support (V-TRIPS) Services Contract No. DTRT57-10-D-30026, Task Order No. DTRTV-T01001; and Contract No. DTRT57-10-D-30023, Task Order Nos. DTRTV-T01002, DTRTV-T1003, and DTRTV-T01004. This Contract and any resulting task orders issued are anticipated to provide support in a manner and scope similar to the existing V-TRIPS contracts in the functional areas of IT support and ISS and Privacy support.

C.2 SCOPE OF WORK

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

C.2.1 ISS AND PRIVACY SUPPORT

The Contractor shall provide resources capable of performing the necessary ISS and Privacy support functions in response to technical project requirements presented by the Volpe Center. The IT support functional areas support a broad project base, covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of IT support sub-areas. Technical project requirements vary widely in scope, cost estimates, and schedules. Volpe Center projects require specialized knowledge of a wide variety of national transportation system modes (i.e., aviation, surface transportation, marine, pipeline, and rail systems), including knowledge and subject matter expertise in connected transportation systems and applications.

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

The following sub-areas are included as part of the overall ISS support requirement based on the CLIN awarded under the contract:

CLIN 0200 ISS AND PRIVACY SUPPORT (Small Business Set-Aside (SBSA))

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

C.2.I.A CLIN 0200 ISS AND PRIVACY SUPPORT (SBSA)

1. ISS and Privacy

Cyber security is critical to all of the Volpe Center’s and sponsors’ systems. Nearly all of the IT development, deployment, and operational facility projects performed by the Volpe Center require the assurance of data and system integrity provided by secure and/or trustworthy systems. Information systems need to comply with a wide variety of cyber security orders, regulations, and public laws such as the Federal Information Security Management Act (FISMA); the President’s National Strategy to Secure Cyberspace; Volpe Center Order 1640.6A - Information Systems Security Program; DOT Order 1351.37 – Departmental Cybersecurity Policy; National Institute of Standards and Technology (NIST) Special Publication 800-37 – Guidelines for the Security Certification and Accreditation of Federal Information Technology Systems; NIST Special Publication 800-53 – Recommended Security Controls for Federal Information Systems; NIST Special Publication 800-82 – Guide to Industrial Control Systems (ICS) Security; NIST Special Publication 800-115 – Technical Guide to Information Security Testing and Assessment; and Federal Information Processing Systems (FIPS) 199 – Standards for Security Categorization of Federal Information and Information Systems.

IT security support required by the Volpe Center may include, but is not limited to, the following areas:

a. System Security Administration

When the Volpe Center provides system operations and administration of IT assets, support for system security administration may be required. Activities in this area may require skills that include, but are not limited to, assessing programs to measure compliance with DOT procedures and policies by performing periodic reviews and assessments of all managed systems to determine if such systems do not jeopardize the security of the Volpe Center’s or the DOT’s IT resources and that systems are fully compliant with IT security policies, guidelines, and procedures; establishing and maintaining an inventory of managed IT assets and network-connected systems; performing a vulnerability assessment of all managed IT assets and providing technical guidance for their remediation, if results warrant; executing response team procedures for information security incidents, including reported virus infections or damage; addressing and reporting on information security incidents associated with managed IT assets; ensuring that ongoing updates to related Standard Operating Procedures are accomplished relative to information security elements when policy or technology changes warrant; preparing input for submissions to annual and ad-hoc “calls” for system security information; preparing and maintaining an ongoing multi-tier virus detection and remediation program for all managed IT

assets; performing ongoing monitoring of managed IT assets; and providing assistance with the development, maintenance, and test execution of system disaster recovery plans and continuity of operations plans.

b. System Security Analysis and Evaluation

Skill sets may be required to perform an analysis and evaluation of IT, wireless, cyber-physical, Supervisory Control and Data Acquisition (SCADA), and specialized transportation or vehicle software applications, subsystems, and components to identify security risks. This includes an assessment of system vulnerabilities, risk levels, privacy information management, and remediation options to remove security risks. The analysis and evaluation phase may include a risk assessment of the overall system, data sensitivity analysis, and vulnerability assessment; identification of remediation actions and control mechanisms commensurate with data sensitivity findings; the test and evaluation of established controls; access control and intrusion detection; and recommendations for contingency and disaster recovery planning. The analysis and evaluation should provide feedback on the use of techniques and tools to increase the security of the system such as the incorporation of specific hardware and software tools; two-factor authentication tools and processes, protocols, secure networks, and communications; Public Key Infrastructure (PKI) encryption; and data and message authentication algorithms as well as advanced concepts for data de-identification and anonymity techniques for preserving personal privacy while being able to distinguish individual data attributes.

c. System Security and Privacy Plans

Skill sets may be required to develop and/or maintain system security and privacy plans based on the system security analysis and evaluation and for providing input into the maintenance of the plan. The plans should provide a snapshot of the security posture of operational systems and plans to mitigate any existing vulnerabilities. The system security and privacy plan identifies the management, operational, and technical security and privacy controls for the system. The system security and privacy plan identifies the security requirements and describes the security control measures in place or planned for meeting those requirements. The system security and privacy plan also delineates responsibilities and expected behavior of all individuals who access the system. Input for plan maintenance may include the identification of criteria for performing a periodic security analysis and risk assessment and disaster recovery exercises.

d. System Security Documentation

Skill sets may be required to develop and/or maintain system security documentation. This activity may include, but is not limited to, the development of specific application system security plans, a security risk assessment plan, and supporting documentation for application(s) to complete a Security Assessment & Authorization (SA&A) package. The plans require performance of risk assessment, data sensitivity analysis, vulnerability assessments and remediation actions, identification and establishment of control mechanisms commensurate with data sensitivity findings, documentation of security test criteria for established controls, possible assistance with documentation for disaster recovery and contingency planning, and documentation for SA&A in accordance with DOT policy and guidelines.

e. Cyber-security Assessment and Assurance

Skill sets may be required to perform independent (red team) cyber security assessments of IT, SCADA, vehicle, cyber-physical, and connected transportation systems and applications. This includes penetration testing (e.g., white hat hacking), wireless access penetration, threat and vulnerability assessment, encryption breaking, system security evaluations, port scanning, network data traffic monitoring/anomaly detection, and credential counterfeiting/spoofing/circumvention, and social exploitation. The assessments are to provide assurance that systems are reasonably secure from known cyber vulnerabilities and threats and, if not, what remedial actions are necessary.

C.2.II CONTRACT MANAGEMENT

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

1. Technical Leadership and Staffing

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

2. Project Management

The Contractor shall provide sound project planning and management capabilities and establish processes for coordinating the activities and results across multi-disciplinary teams. The Contractor shall manage and utilize a project management system capable of tracking and reporting costs at a level of detail sufficient to substantiate the Earned Value management process. The Contractor shall provide accurate tracking, reporting, and visibility into the scope, costs, schedule, deliverables, and resources supporting projects. The Contractor shall be responsible for assuring project goals are met on time, within budget, and with high quality deliverables. The Contractor shall maintain documented standards for tracking quality, definition of measures, and quality control procedures and shall establish policies to maintain effective configuration management control of projects.

3. Financial and Administrative Management

The Contractor shall provide administrative support essential to meet overall contract and task order requirements. These services include, but are not limited to, managing travel and teleworking arrangements, continuity of operations planning, asset management, IT security, storage and retrieval of classified or sensitive material, and security clearances. The Contractor shall, as applicable under task

orders, provide IT security and administrative support essential to meet project requirements and ensure compliance with Federal and DOT policies, including Federal Desktop Core Configuration (FDCC), FISMA, the Chief Information Officer's CIO Policies (CIOP), and Volpe Center IT policies. The Contractor shall provide a strong financial management capability to oversee the administration and management of contract costs. The Contractor shall track contract costs, including subcontractor costs and Other Direct Costs (ODC); provide data and methodologies for estimating costs; and satisfy other financial requirements set forth in individual task orders.

C.3. SUSTAINABLE ACQUISITION REQUIREMENTS

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

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

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

D.2 MARKING (MAY 1999)

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (JAN 2015)

1. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the individual task order. The task order shall also designate the individual responsible for inspection and acceptance as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.
2. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) calendar days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the CO or designee.
3. Inspection and acceptance of supplies/services for performance-based task orders (i.e., FFP or CPFF - Completion) shall have identifiable performance measures and metric/quality acceptable levels that will form the basis of the inspection and acceptance criteria. For each performance-based task order, the Government will develop a quality assurance plan for use in monitoring contractor performance against the performance measures and metric/quality acceptable levels that shall be clearly defined. The quality assurance plans will be developed at the task order level.
4. The Government has the right to inspect all supplies and services required by the individual task orders, to the extent practicable, at any and all places and times and in all circumstances or event before acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

F.2 CONTRACT PERIOD OF PERFORMANCE (FEB 2011)

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

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

F.3 DELIVERIES (MAY 2013)

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

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

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

F.5 MONTHLY CONTRACT PROGRESS REPORTS (JAN 2015)

A Contractor who has been awarded one or more task orders for work performed shall provide monthly overall contract progress reports. The contract progress reports shall be submitted no later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office 2010 compatible format.

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

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

- d) Total number of hours ordered by the CO, if applicable; total number of hours incurred by the Contractor by labor category for CPFF - Completion and/or CPFF-Term 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), and success in meeting Subcontracting Plan goals (if applicable);
 - g) Type of task order (i.e., FFP, CPFF - Completion, CPFF - Term); and
 - h) Key personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.
- 2) A listing of all ongoing task orders (excluding those from paragraph 1 above), including:
- a) Task order number and date of issuance;
 - b) Any modifications to the task order;
 - c) Summary of dollars expended to date per task order;
 - d) Estimated percentage of work yet to be completed on the task order; 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 performance measures under the task order (if applicable); and
 - f) Status of performance evaluation comments.
- 4) Significant findings, problems, delays, events, and trends during the reporting period that result from or affect the performance of any task order.

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

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

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

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

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

F.7 MONTHLY TASK ORDER COST REPORTS (FEB 2011)

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

The Contractor must submit monthly cost reports setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; (2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary; and (4) projected monthly spending plan table to include: obligations, monthly actual costs, cumulative actual costs, monthly projected costs, and cumulative projected costs. The reports shall be provided to the CO and COR [Contracting Officer's Representative] no later than the 15th of each month. **Proprietary rate information should not be discussed.** The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. The Contractor shall prepare a graph using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) calendar days after completion of work under the task order, the Contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order, and in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office 2010 compatible format (see Section J, Attachment J.1 Monthly Task Order Cost Report Format).

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

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

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

F.9 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 2013)

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

1) Contract Progress Report:

1 copy CO or designee

1 copy COR

2) Monthly Task Order Progress Report:

1 copy CO (or designee) and TOCO [Task Order Contracting Officer]

1 copy COR

1 copy TOCOR

3) Monthly Task Order Cost Report:

1 copy CO (or designee) and TOCO

1 copy COR

1 copy TOCOR

4) Technical Reports

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

F.10 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

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

F.11 RIGHTS IN DATA (DEC 2007)

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

F.12 WARRANTIES (MAY 1999)

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

F.13 LICENSES (MAY 1999)

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

F.14 PLACE OF CONTRACT PERFORMANCE (MAY 2013)

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

F.15 DELIVERABLE AND REPORTING REQUIREMENTS - MASTER CONTRACT

	Deliverable	Schedule	Deliver To
1)	Contract Progress Reports	Monthly, no later than the 15th of each month, in accordance with Section F, <u>paragraph F.5</u>	CO, ACO, & COR
2)	Certificates of Insurance Policies	Within 10 days of task order award and whenever changed, in accordance with Section H, <u>paragraph H.19</u>	CO & ACO
3)	IT Security Plan	Within 30 calendar days of task order award, in accordance with Section H, <u>paragraph H.10 and TAR 1252.239-70.</u>	CO

F.16 DELIVERABLE FORMAT (MAY 2013)

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAY 2013)

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

Task Order Contracting Officer: The Task Order CO (TOCO) alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the task order terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to a Task Order Administrative Contracting Officer.

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.

Task Order Administrative Contracting Officer: An Administrative TOCO (TOACO) may be designated by the CO. The duties of a TOACO include but are not limited to administering task orders and approving Contractor's invoices.

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

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

Job Order Initiator: The CO may designate a Job Order Initiator (JOI) to act as a representative of the CO to perform the duties of the TOCOR in connection with the technical oversight of individual job orders; the JOI shall not perform any other duties of the TOCOR. *(Applicable only to task orders that include provisions for the issuance of job orders.)*

The CO, TOCO, ACO, COR, TOCOR, and JOIs are, unless otherwise indicated, located at:

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

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

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

G.3 ORDERING (FEB 2015)

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

G.4 TASK ORDER LIMITATIONS (DEC 1998)

The issuance of task orders hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded task orders and Limitation of Costs (LOC), for fully funded task orders apply to individual task orders as well as to the contract as a whole. Costs incurred under a task order shall relate only to the performance of the work called for in that task order. The LOE or the funds allocated to a task order may not be applied to work under any other task order issued under the contract without the written authorization of the CO.

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

G.5 TASK ORDER OMBUDSMAN (MAY 2013)

The Volpe Center Competition Advocate, U.S. Department of Transportation/ Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, is Mr. David S. Ishihara, Deputy Director for Operations, V-200; fax: (617) 494-3062; email: David.Ishihara@dot.gov. It should be noted that in accordance with FAR 16.505(a)(9), no protest is authorized in connection with the issuance of a task order valued at \$10 million or less except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office in accordance with the procedures set forth in FAR Part 33.104.

G.6 TECHNICAL DIRECTION (MAY 2013)

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

G.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 (APR 2008)

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

- 1) The following clause is applicable to fixed price task orders: CONSIDERATION – FIXED PRICE. Upon delivery and acceptance of the required services, the Contractor shall be paid at the fixed price specified on the face of the task order.
- 2) The following clauses are applicable to CPFF task orders:

CONSIDERATION – COST PLUS FIXED FEE

- a) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed **\$(To be completed at the time of task order award)**, which is the total estimated cost of the Contractor's

performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(To be completed at the time of task order award) for the performance of this task order.

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

G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (SEP 2015)

NOTE: Under no circumstances can the contractor request payment from funds obligated under one task order to be used to pay costs incurred or fee earned under another task order. Such interim payment requests (IPR) or invoices will be rejected by the Government as not proper.

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

All IPRs and invoices, including supporting documentation, shall be submitted **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **email** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each IPR or invoice and provide the applicable information in the fields listed below.

IPR or Invoice Date:
 Contractor Name:
 IPR or Invoice Number:
 IPR or Invoice Amount:
 Contract No.:
 Task Order No. (if applicable):
 Modification No.:
 Terms/Discount:
 Performance Period:
 Notes:

In addition to the information required by FAR 52.216-7 and FAR 52.232-25/Alternate I incorporated by reference in Section I, the contractor shall submit an SF 1034, Public Voucher for Purchases and Services Other Than Personal, and the SF 1035, Public Voucher for Purchases and Services Other Than Personal (Continuation Sheet), to request payments as required by Transportation Acquisition Regulation 1232.7002, including complying with the following requirements to constitute a proper IPR or invoice:

1. Consecutively number each IPR or invoice beginning with No. 1 for each task order. However, all IPRs for task orders under the contract must be submitted concurrently
2. The Contractor **must specify** the appropriate cost per funding source(s) in which ESC should make payment on the SF 1034 if more than one funding source is cited in the contract or task order. If this information cannot be entered on the SF 1034 the Contractor must **clearly state** on the SF 1034 where the information can be found in the IPR or invoice package. The same procedures shall be followed for fee invoices. In addition, the Contractor must indicate on the SF 1034 if the IPR or invoice is a cost IPR or invoice or a fee invoice. Cost IPRs or invoices and fee invoices must

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

3. The cost IPR or invoice shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment. In addition, ensure supporting data (as applicable) to address each major cost element included in the invoice is provided as required by TAR 1232.7002/Appendix A and B as follows:
 - (a) Direct Labor. List each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category.
 - (b) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the formula (rate and base) in effect during the time the costs were incurred. If the contract allows for billing fringe benefits as a direct expense, show the actual fringe benefit costs.
 - (c) Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized.
 - (d) Travel. List the name and title of traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. These actual costs must be supported with receipts to substantiate the costs paid. Travel costs for subcontractors or consultants must be shown separately and also supported.
 - (e) Other Direct Costs. Itemize those costs that cannot be placed in categories (a) through (d) above. Categorize these costs to the extent possible.
 - (f) Total Direct Costs. Cite the sum of categories (a) through (e) above.
 - (g) Overhead. Cite the rate, base, and extended amount.
 - (h) G&A Expense. Cite the rate, base, and extended amount.
 - (i) Total Costs. Cite the sum of categories (e) through (h).
 - (j) Fee. Cite the rate, base, and extended amount.
 - (k) Total Cost and Fee Claimed. Enter this amount on the SF 1034.
4. IPRs or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments.
5. When the Contractor submits IPRs or invoices on a monthly basis, the period covered by the IPRs or invoices must be the same as the period for monthly progress reports reported under the contract or task order(s). If, in accordance with FAR 52.216-7, the Contractor submits IPRs or requests for invoices more frequently than monthly, one IPR or invoice 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 submitted to and/or 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 rates is made known to the Volpe Center CO. These indirect 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, the Contractor is required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center CO. The Contractor's failure to provide the rate proposal in a timely manner may impact IPR or invoice payment and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all indirect rates established by the CFA to the Volpe Center CO. It is imperative that the CO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the contract or task order.
7. The Contractor shall submit a last IPR for each task order, including a complete list of IPRs or invoices previously tendered under the task order, within six (6) months of the task order's physical completion. Concurrent with the last IPR, the contractor shall also provide under separate cover to the CO a draft of the completion (final) invoice prior to the establishment of final annual indirect rates. If changes to the last IPR become necessary as a result of Government review of the draft completion invoice, the Contractor shall include all changes in the final (completion) invoice (clearly identified in accordance with FAR 52.216-7). The Contractor shall submit this final 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. The final invoice is the last invoice to be submitted for incurred, allocable, and allowable costs expended to perform the contract or task order(s). This invoice should include all contract reserves, allowable cost withholdings, balance of fixed fee, etc. Please note that the amount of the final invoice when added to the total amount of previously paid cannot exceed the total amount of the contract or task order(s).

G.10 PAYMENT OF FEE – COST PLUS FIXED FEE (MAY 2013)

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

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

In accordance with FAR 52.216-8, the Government will withhold 15% of the earned fixed fee per invoice, per task order, until \$100,000 is withheld on each task order. After the \$100,000 fixed fee for

each task order is withheld, full payment of additional fee may be invoiced through the remainder of the task order performance period. On task orders in excess of \$10,000,000 the CO reserves the right to withhold an amount determined sufficient, but not less than \$100,000. The withheld fixed fee may be invoiced during closeout of the master contract.

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

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

G.11 PERFORMANCE EVALUATIONS (FEB 2015)

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

The Contractor is required to register in CPARS and shall have fourteen (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 (JAN 2015)

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

Administrative Labor

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

Task Order Proposal Preparation Cost

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

Uncompensated Overtime

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 cost and business proposal as it relates to this solicitation may use this accounting practice during performance of any resultant task order. Similarly, task order proposals must include uncompensated effort consistent with the cost proposal submitted to this solicitation; any deviation for future task order proposals must include an explanation for the deviation for the CO's consideration.

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

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

Prime Contractor Workweek

Prime Contractor: **(To be determined)**
Division: **(To be determined)**

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

Subcontractor Workweek

Prime Contractor: (To be determined)
 Division: (To be determined)

Task Order	Total	Compensated	Uncompensated
<u>Labor Category</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
TBD	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 (APR 2008)

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from \$ _____ by _____ to \$ _____. The amount allotted to the estimated cost is \$ _____ increased from \$ _____ by \$ _____ to \$ _____. The amount obligated for the fixed fee is increased from \$ _____ to \$ _____. This modification involves no change in the total LOE, 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 LOE applicable to the incremental funding provided herein is _____ professional labor hours.
3. The incremental funding provided herein is estimated to be adequate for services performed

through _____.

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

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

G.15 TRAVEL AND PER DIEM (MAY 2013)

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

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

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

G.16 SUBCONTRACTING REPORT (FEB 2015)

Pursuant to FAR 52.219-14, Limitations on Subcontracting, Contractors may not subcontract greater than 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

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

The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

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

H.2 CONFLICT OF INTEREST DISCLOSURE (MAR 2008)

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

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

H.3 HOURS OF WORK (SEP 2009)

Contractor and subcontractor employees performing work under this task order on Volpe Center premises shall adhere to the Volpe Center's hours of operation, 6:00 am to 7:00 pm Eastern Time, except as may be required by this contract to accomplish the performance of the work or except as may be required by the TOCO or his/her designated representative. The Volpe Center will be closed during the 10 holidays observed by the Federal Government on a yearly basis. The listed Federal holidays are the only holidays observed:

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

When Government employees are excused from duty without loss of pay by Executive Order or by official closing of the Volpe Center, contractor employees who are assigned for duty at the Volpe Center may be similarly excused by the Contractor if they are ready, willing, and able to work. However, direct reimbursement for the cost of salaries and wages for these excused absences will only be made in emergency situations (e.g., severe weather, natural disasters) as determined by the CO or his/her designated representative. The CO or his/her designated representative will confirm official closings. This in no way relieves the Contractor of its responsibility for continuing performance of critical requirements for which special instructions.

H.4 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2014)

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

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

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

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

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

The following definitions are provided:

- "Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.
 - "Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.
 - "Contractor Employee" means Prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
 - "Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
 - "Issuing Office" means the DOT entity that issues identification cards to contractor employees.
 - "Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.
- 1) Risk and Sensitivity Level Designations. For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

<u>IF THE DESIGNATED RISK IS:</u>	<u>THE BACKGROUND INVESTIGATION IS:</u>
Low	National Agency Check with Written Inquiries (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 DoD National Industrial Security Program Operating Manual (NISPOM).

- 2) Pre-screening of Contractor Employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:
- a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
 - b) Falsification of information entered on forms or of other documents submitted.

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

An applicant may be issued either a 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 6 months or less, including option periods. The COR may request the issuing office to waive the 6-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, Identification Card/Credential Application, to the COR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in *Form I-9, OMB No. 1115-0136, Employment Eligibility Verification*. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in person a second time for enrollment and activation.

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

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

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

- a) Renewal: A Contractor employee's DOT issued ID card is valid for a maximum of 3 years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin 6 weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
 - b) Lost/Stolen: Immediately upon detection, the Contractor or Contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or CO. From the date of notification to DOT, the Contractor must wait 3 days before getting a replacement ID card. During the 3-day wait period, the Contractor employee must sign in daily for facility access.
 - c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days provided there is a continuing need for agency access to perform work under the contract.
- 8) Surrender of ID Cards. Upon notification that routine access to DOT facilities, sensitive information, information systems, or other DOT resources is no longer required, the Contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the

local security servicing organization in accordance with agency procedures.

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

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

Portions of the work under Section C may require Contractor 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 Request for Proposal (TORFP) is issued and whether or not the clearance will apply to the Prime and/or any of its subcontractors.

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

The Contractor shall comply with the following Position Sensitivity Designations as defined under DOT Order 1630.2B, Personnel Security Management (to be provided as GFI under IT Support Task Order 1).

<u>Labor Category</u>	<u>Sensitivity Level</u>
Subject Matter Expert	5 – Moderate Risk
Senior Analyst	5 – Moderate Risk
Mid-Level Analyst	5 – Moderate Risk

If required under an individual task order, the Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award.

The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.8 HANDLING OF DATA (AUG 2011)

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

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

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

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

The Contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use 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:

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

If the CO denies the exception, the Contractor and its subcontractors shall not have access to the data and information for which the Contractor and any of its subcontractors took exception, unless the Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. If the CO approves an exception, the CO shall provide the approval and its specific parameters (including duration), in writing, to the Contractor before the Contractor or any of its subcontractor is

granted access to the restricted data (including, but limited to, any trade secrets, confidential information, or proprietary/restricted data as well as Government "*For Official Use Only*" for use in connection with the work under this contract).

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

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

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

As used herein, the term "data" generally has the meaning set forth in FAR 52.227-14, "Rights in Data - General" (MAY 2014), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regard to other companies' information that the Government may receive with restrictions or pursuant to a non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

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

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

H.10 DOT INFORMATION SECURITY REQUIREMENTS (MAY 2013)

a) Access to Sensitive Information.

- 1) Work under this contract may involve access to sensitive information as described in paragraph 4, below that shall not be disclosed by the Contractor unless authorized by the CO or designee. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security may be prevented from performing work under the particular contract when requested by the CO or designee.
- 2) The Contractor shall ensure that Contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by U.S. Citizenship and Immigration Services

documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, "Personnel Security Management" and its supplement, DOT Order 1631.1, "Granting Access to DOT Facilities, Systems and Information for New Federal and Contractor Employees" (to be provided as GFI under ISS Support Task Order 1) and corresponding policy updates.

- 3) The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.
- 4) Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss, or misuse, could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

b) Information Technology (IT) Services.

- 1) The Contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services through which the Contractor has physical or electronic access to the DOT's sensitive information that directly supports the mission of the DOT (e.g., hosting the DOT's e-Government sites or other IT operations). If necessary, the Government shall have access to Contractor and any subcontractor facilities, systems/networks operated on behalf of the DOT, documentation, databases, and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation, and audit to safeguard against threats and hazards to DOT data or IT systems.
- 2) Within 30 calendar days after any task order award, the Contractor shall develop and provide to the Government for approval an IT Security Plan that describes the processes and procedures the Contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This plan shall be written and implemented in accordance with applicable Federal laws, including the FISMA of 2002, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000, and meet Government IT security requirements, including Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources"; NIST Guidelines; the FDCC; the DOT's CIOP and associated guidelines, and DOT Order 1630.2B, "Personnel Security Management" and its supplement, DOT Order 1631.1, "Granting Access to DOT Facilities, Systems and Information for New Federal and Contractor Employees" and corresponding policy updates.
- 3) The Contractor shall screen its personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, "Personnel Security Management" and its supplement, DOT Order 1631.1, "Granting Access to DOT Facilities, Systems and Information for New Federal and Contractor Employees", and ensure Contractor employees are trained annually in accordance with OMB Circular A-130, FISMA, and NIST requirements with a specific emphasis on the Volpe Center's Information Systems Rules of Behavior.
- 4) The Contractor shall immediately notify the CO and the COR when an employee with access to DOT information systems is terminated.

- 5) The Contractor shall include the above requirements in any subcontract awarded for IT services.
- 6) IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the FAR Part 2.

H.11 TECHNOLOGY UPGRADES/REFRESHMENTS (MAR 2008)

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

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

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

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

The CO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless

and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

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

H.12 INCIDENTAL HARDWARE/SOFTWARE (SEP 2009)

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

NOTE: Should the need arise for the Contractor (or its subcontractor) to purchase any commercial IT hardware, software and/or telecommunications in support of Volpe projects, project managers must contact the TOCOR in advance of making such a request to the Contractor. The TOCOR must obtain approval of the Volpe Chief Information Officer (CIO) and TOCO before authorizing this type of purchase. The Contractor may not proceed with any such IT purchase before confirming that the necessary TOCO and CIO approval has been obtained.

H.13 REQUESTS TO ACQUIRE EQUIPMENT (MAY 2013)

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

H.14 GOVERNMENT-CONTROLLED PROPERTY (SEP 2009)

Property assigned to the Contractor for use under this task order shall be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA in accordance with the GFP clauses of the master contract.

H.15 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.16 LEVEL-OF-EFFORT NOTIFICATION (FEB 2011)

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

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

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

H.17 MAXIMUM FEE (MAY 2013)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a **CPFF** contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) [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 Section G, paragraph, G.10, Payment of Fee – Cost-Plus Fixed Fee, fee will be determined as a percentage of costs expended.

H.18 ACCOUNTING SYSTEM (MAY 2013)

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

H.19 INSURANCE (FEB 2009)

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

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

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

A certificate of each policy of insurance shall be furnished to the CO not later than 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.20 SALES TAX EXEMPTION (MAY 2009)

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

H.21 GPO PRINTING REQUIREMENT (SEP 2009)

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

H.22 SUBCONTRACT APPROVAL (SEP 2015)

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

The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clauses 52-244-2, and 52.244-5 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. If a subcontractor's accounting system has been approved by a cognizant audit agency, usually the Defense Contract Audit Agency (DCAA), the subcontractor's proposal **must** be submitted as a Cost-Plus-Fixed-Fee type subcontract.

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

During Task Order solicitations Contractors 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.

SECTION I - CONTRACT CLAUSES

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

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

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

Transportation Acquisition Regulation (TAR):

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

Transportation Acquisition Manual (TAM): <http://one10.dot.gov/office/ost/ospe/TAMwiki/Home.aspx>

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

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, RECISSION, 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
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER 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 MANAGEMENT MAINTENANCE	JUL 2013
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATED OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITOL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR 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 is completed as follows:	
	<i>(a) from date of contract award through five years</i>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blanks are completed as follows:	
	<i>(a) \$2,500</i>	
	<i>(b)(1) \$15,000,000 for CLIN 0200</i>	
	<i>(b)(2) \$15,000,000 for CLIN 0200</i>	
	<i>(b)(3) seven (7) calendar days</i>	
	<i>(d)(3) seven (7) calendar days</i>	
52.216-22	INDEFINITE QUANTITY	OCT 1995
	For the purpose of this clause the blank is completed as follows:	
	<i>(d) Contractor shall not be required to make any deliveries under this contract <u>12 months after the last day of the ordering period.</u></i>	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause the blank is completed as follows: <i><u>30 calendar days before expiration of the contract performance period.</u></i>	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014

52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATIONS	JUL 2013
52.222-2	PAYMENT FOR OVERTIME PREMIUMS For the purpose of this clause the blank is completed as follows: <i>(a) zero</i>	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	AFFIRMATIVE ACTION 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
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYEE ELIGIBILITY VERIFICATION	AUG 2013
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
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 POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	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
	ALTERNATE I	APR 1984
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR	MAY 2014
52.227-14	RIGHTS IN DATA GENERAL	MAY 2014
	ALTERNATES I, II, AND III	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007

52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST <i>“Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.</i>	APR 1984
52.232-22	LIMITATION OF FUNDS <i>“Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.</i>	APR 1984
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
52.233-1	DISPUTES	MAY 2014
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 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
	ALTERNATE I	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2015
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

FAR 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (FEB 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)
 - (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
 - (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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

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

I.2.A TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) - FULL TEXT CLAUSES**TAR 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (MAY 2005) – ALTERNATE 1 (OCT 2005)**

a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Representative (COR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that contractor employees are:

- (1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and
- (2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

g. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

TAR 1252.237-73 KEY PERSONNEL (APR 2005)

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

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

- 1) Contract Program Manager – [REDACTED]
- 2) To be specified under individual task orders

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

a) Required Policies and Regulations. Compliance with applicable Federal statutes, policies, standards, and guidelines is the responsibility of the Federal government and may not be abdicated to the Contractor. To achieve such compliance, the government requires the Contractor to conform to all U.S. Department of Transportation (DOT) and applicable Federal IT Security statutes, policies, standards, and reporting requirements, including, but not limited to:

- 1) Federal Information Security Management Act (FISMA) of 2002, 44 U.S.C § 3541et seq.
- 2) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996," 40 U.S.C § 1401et seq.
- 3) Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- 4) Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," and Appendix III, "Security of Federal Automated Information Systems," as amended.
- 5) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- 6) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," August 27, 2004.
- 7) DOT Order 1351.37, "Departmental Cybersecurity Policy."
- 8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."
- 9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."
- 10) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."
- 11) NIST FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."

- 12) NIST FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- 13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" and all related NIST Special Publications.
- 14) NIST Special Publication 800-18, "Guide for Developing Security Plans for Federal Information Systems."
- 15) NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- 16) NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- 17) NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information Systems."
- 18) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- 19) NIST Special Publication 800-53, "Recommended Security Controls for Federal Information Systems."
- 20) NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
- 21) NIST Special Publication 800-63, "Electronic Authentication Guidance."

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

System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.

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

- 4) Upon termination of the contract or earlier, upon request, the 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

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

ATTACHMENT J.1 -MONTHLY TASK ORDER COST REPORT FORMAT

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

Travel		\$-		\$-		\$-		\$-			
Subcontractors		\$-		\$-		\$-		\$-			
Subcontract Admin.		\$-		\$-		\$-		\$-			
Purchases - ODCs		\$-		\$-		\$-		\$-			
Total Estimated Cost											

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

Cost											
Other Direct Costs		\$-		\$-		\$-		\$-			
ODC		\$-		\$-		\$-		\$-			
Travel		\$-		\$-		\$-		\$-			
Total Estimated Cost											

**ATTACHMENT J.2 - LABOR CATEGORY DEFINITIONS AND PERSONNEL
QUALIFICATIONS**

The following labor categories and qualifications depict the types of personnel that will typically be required in support of IT Task Orders.

Experience is considered qualifying when it is progressively responsible; is in areas directly related to the functions and level of the labor category; and clearly provides the candidate with the ability to successfully perform the duties of the position after a normal orientation period.

Education is considered qualifying when it is obtained from an institution appropriately accredited by an organization recognized by the Secretary, U.S. Department of Education.

I. Project Manager

Functions:

The Project Manager performs project management for a combination of a few very large projects to several small projects supporting transportation systems. The Project Manager is responsible for the overall project management, and for ensuring that the technical solutions and schedule are implemented in a timely fashion.

From an administrative perspective, the Project Manager works with the Volpe Center to plan, organize, staff, direct, manage, and report the work performance of the Contractor staff to ensure that schedules, staffing, and budgets are appropriately managed to accomplish project objectives. This includes defining suitable performance measures, quality standards, security requirements, and configuration management requirements; identifying and mitigating project risks; and providing support for evaluating project cost and schedule progress.

From a technical perspective, the Project Manager has a strong knowledge of and experience in the principles and activities related to the development and support of transportation systems. This includes knowledge of and ability to implement and manage Federal standards and other guidelines related to the development of secure systems (facility, network, data) and Section 508 compliant systems. The Project Manager is responsible for providing technical and subject matter guidance to project staff, including (but not limited to) monitoring the technical suitability of the methods, tools, and techniques applied in work performance; the technical quality of work performed; and the quality of IT products delivered. The Project Manager has sufficient experience in the development and support of transportation systems to provide subject matter and technical guidance for strategic planning, requirement and data analysis, operational concept development, software and hardware design and integration, database design, development, testing, and deployment efforts. The Project Manager has experience to provide direction in specifying, recommending, and selecting technology architectures suitable for the successful development and support of transportation systems.

Requirements:

Manager: Master's degree (or equivalent*) and a minimum of ten years of experience with IT development and support. At least three (of the ten) years of experience must be as a project manager on a system analysis project or major hardware or software design and development program. Qualifying experience must include a minimum of five years of intensive training/experience in an IT area related to work covered in CLIN 0103. It is strongly recommended that Project Managers possess and maintain currency with professional Project Management Professional (PMP) certification or equivalent

professional certification as provided thru the Project Management Institute. Managers may be required to possess security level clearances under some task orders.

II. Subject Matter Expert

Functions:

The Subject Matter Expert is recognized for strong expertise in subject matter issues (e.g., transportation systems, systems security, communications, emerging and applied technologies) and for understanding, communicating, and implementing common best practices related to their area of expertise. The Subject Matter Expert works with managers and project staff to identify issues and to provide vision and strategic direction as required.

For strategic planning, system framework, and concept development, the Subject Matter Expert has demonstrated expertise with transportation systems and with IT to assess the operational and functional baseline of the sponsor's organization, and help to define a new direction and strategy. The Subject Matter Expert may influence the determination of IT requirements that affect the sponsor's ability to support/meet transportation systems goals, and generate functional area strategies for enhanced transportation systems and IT operations and support.

Subject Matter Experts identified for the systems/software development life cycle (SDLC) activities area are recognized for business and/or architectural expertise in adapting transportation systems functional business requirements and processes into technical solutions based on an understanding of the overall enterprise architecture and environment. The SDLC Subject Matter Expert provides insight into IT and technologies that sets the direction and establish an approach for technical solutions and has the expertise needed to perform and resolve functional, system, and architectural gap analyses. The SDLC Subject Matter Expert is current in technology and industry trends that affect transportation enterprise solution sets, including technical platforms and network architectures. The SDLC Subject Matter Expert may lead technical design reviews, validate enterprise approaches, define application systems that support redesigned or improved business processes, recommend technical architectures that lead to comprehensive business solutions, and assess work products. The SDLC Subject Matter Expert has knowledge of and is able to apply Federal standards and other guidelines related to the development of secure systems and Section 508 compliant systems.

Subject Matter Experts in the information technology security area demonstrate strong experience in supporting Information Systems Security (ISS) activities in the Federal Government sector in both classified and non-classified environments. ISS Subject Matter Experts demonstrate knowledge of and experience in the application of Federal ISS regulations and guidelines related to the development of secure systems (e.g., facility, network, data). ISS Subject Matter Experts have demonstrated abilities to perform an analysis and evaluation of IT facilities and/or software applications, subsystem and components to identify security risks. IT applications may include Government and commercial common user systems, as well as dedicated special purpose systems requiring specialized security features and procedures.

Requirements:

Expert: Master's degree (or equivalent*) and a minimum of ten years of experience with subject matter (e.g., transportation systems, IT, security). At least three of the most recent five years of experience must be focused in one area to demonstrate expertise (e.g., three of the last five years of experience focused in the security area; three of the last five years focused in senior-level SDLC activities as network architect; three of the last five years focused in strategic planning, system framework, and concept development for air transportation systems; three of the last five years focused in strategic planning, system framework, and concept development for transportation systems). Qualifying experience must include a minimum of

five years of training/experience in an IT area related to work covered either in CLIN 0103 or CLIN 0203, as applicable. Subject Matter Experts may be required to possess security level clearances in support of task orders. Subject Matter Experts also may be required to possess professional certification such as PMP.

III. IT Engineer

Functions:

The IT Engineer demonstrates technical competence and experience in the design, development, and implementation of IT hardware, software, and network infrastructures across multiple platforms and systems. The IT Engineer applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, and/or evaluate computer systems and to develop documentation to support system engineering and technical analyses, reports, change proposals, and other technical areas.

To varying degrees based on experience, the IT Engineer demonstrates the ability to analyze operational requirements and technical system requirements, conduct design reviews, design and develop large-scale components or subsystems, coordinate the efforts of technical support staff, and apply system engineering experience to perform functions such as system integration, configuration management, quality assurance, and testing. The IT Engineer also may be experienced in the review of literature, patents, and current practices relevant to the solution of assigned projects and may be experienced in collaborating with other technical personnel on feasibility studies and systems planning. The IT Engineer has knowledge of and ability to apply Federal standards and other guidelines related to the development of secure systems and Section 508 compliant systems.

IT Engineers in the data management area have experience in applying an enterprise-wide approach to managing, planning, analyzing, designing, developing and supporting IT systems. This experience includes performing enterprise-wide systems planning, business information planning, and business data analysis; performing process and data modeling using both manual and automated tools; applying reverse engineering and re-engineering disciplines to develop migration planning documents, and coordinating planned system and implementation activities.

IT Engineers in the network and communications area are experienced in engineering computer systems and networks, varying in size from large complex computer systems and/or networks to relatively small systems. Network IT Engineers apply computer engineering principles to the design of hardware, operating systems, networks, and processes to solve technical problems. Systems may involve multiple protocols and interfaces, satellite communications, digital or fiber optic networks. Experience in this area includes planning designs or re-designs of existing systems or networks; testing and analyzing network elements (including software, communications devices, lines, modems, terminals, power); ensuring the overall integration of the enterprise network; monitoring and controlling the performance and status of the network resources; identifying and diagnosing highly complex problems and factors affecting network performance; and providing guidance and direction to network support technicians.

IT Engineers in the Software Systems (SS) area develop and apply state-of-the-art methods, theories, and research techniques to the design, development and support of hardware and software for transportation systems, ranging from simple systems to large, complex systems operating across multiple platforms. The SS Engineer has experience to plan, organize, conduct, and direct major projects or phases of projects, based on an assessment of the enterprise architecture and its constraints, and may be called upon to resolve advanced and complex technical problems. The SS Engineer has the experience with the identification, selection and application of new concepts and approaches, definition of complex design specifications, development of major routines and utility programs, and resolution of difficult hardware/software compatibility problems. The SS Engineer also has demonstrated experience in the

design, development, maintenance, and analysis of databases, and/or experience with object-oriented programming, new/advanced programming languages, and integrated automation systems.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of experience with IT engineering, at least five years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database technology; at least two years of experience as a team leader on a system analysis project or major hardware or software design and development program is required. The Senior IT Engineer demonstrates experience serving as a technical resource for mid-level and junior IT Engineers. Experience must demonstrate an in-depth knowledge of the state-of-the-art technology related to work covered by CLIN 0103. Senior IT Engineers also may be required to possess professional certification.

Mid-Level: Bachelor's degree (or equivalent*) and a minimum of five years of experience in IT engineering, at least three years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database technology. Mid-Level IT Engineer experience demonstrates full responsibility for planning, organizing, and conducting project tasks with minimal direct supervision required by Senior staff.

Junior: Bachelor's degree (or equivalent*) and a minimum of two years of experience in IT engineering, at least one year of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database technology. Junior IT Engineers will demonstrate some responsibility for planning, organizing, and conducting project tasks under the supervision of Senior and Mid-Level IT Engineer staff.

IV. Programmer

Functions:

The Programmer performs programming, testing, debugging, troubleshooting, documentation, and support for IT projects on large mainframes, super-mini, mini, and/or micro-computers and systems. The Programmer demonstrates experience in the full range of programming functions in at least one programming language, one database management system other than MS Access, and at least one operating system. Work may involve the use of database management software and/or general purpose commercial application software in the development of application programs. Programming tasks may involve at least one of the following technical areas: digital information communications and interchange applications; graphic user interface (GUI) tools; database management systems; web-based intranet/internet applications; client/server applications; multiple network/operating systems; and integration of custom code with COTS code. The Programmer should be conversant with and able to apply Federal standards and other guidelines related to the development of secure systems and Section 508 compliant systems.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of applicable IT experience involving software development, typically with client/server or web-based applications. Experience must include a minimum of five years of successful demonstration of skills in one of the above technical areas. Senior-level programmers will demonstrate responsibility for successfully executing project programming tasks independently with no required technical supervision. Senior staff may guide Mid-Level and Junior staff on assigned work.

Mid-Level: Bachelor's degree (or equivalent*) and a minimum of five years of applicable IT experience involving software development, typically with client/server or web-based applications. Mid-Level programmers will demonstrate responsibility for successfully executing project programming tasks independently, with little required technical support from senior staff. Experience must include a minimum of three years of successful demonstration of skills in one of the above technical areas.

Junior: Bachelor's degree (or equivalent*) and a minimum of two years of experience in software development, typically with client/server or web-based applications. Junior programmers will demonstrate responsibility for performing project programming tasks, with some technical supervision of Senior and Mid-Level staff. Experience must include a minimum of one year of successful demonstration of skills in one of the above technical areas.

V. System Administrator

Functions:

The System Administrator operates, supervises, and manages the daily operation, security, and performance of information systems, including (but not limited to) networks, communication systems, databases, web servers, firewalls, and other technologies that require ongoing management. The System Administrator demonstrates experience in a range of system administration functional areas, including applying security and update patches and other preventive maintenance; monitoring system performance; performing system performance tuning and trouble-shooting; optimizing system operation and resource utilization; performing system capacity analysis and planning; monitoring event and security logs; ensuring system integrity through regular back-ups, fail-safe, and recovery operations based on standard operating procedures; verifying that systems are in compliance with applicable IT security policies, procedures and guidelines; allocating and managing user accounts and privileges; and operating call logs and/or customer support functions. The System Administrator should be conversant with and able to apply Federal standards and other guidelines related to the development or operation of secure systems.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of applicable IT experience involving networks, communications, database management, operating systems, or specialized applications. Experience must include a minimum of five years of successful demonstration of skills in one of the above functional areas. Senior System Administrators will demonstrate responsibility for successfully executing system operation tasks independently with no required technical supervision.

Mid-Level: Bachelor's degree (or equivalent*) and a minimum of five years of applicable IT experience involving networks, communications, database management, operating systems, or specialized applications. Experience must include a minimum of three years of successful demonstration of skills in one of the above functional areas. Mid-Level System Administrators will demonstrate responsibility for successfully executing system operation tasks independently with little required technical support from senior staff.

Junior: Bachelor's degree (or equivalent*) and a minimum of two years of applicable IT experience involving networks, communications, database management, operating systems, or specialized applications. Experience must include a minimum of one year of successful demonstration of skills in one of the above functional areas. Junior System Administrators will demonstrate responsibility for performing system operation tasks with some technical supervision by Senior and Mid-Level staff.

VI. Analyst

Functions:

The Analyst demonstrates experience in the analysis of user needs and the development of functional and cross-functional requirements to meet user needs for transportation systems. The Analyst investigates and defines the problem and the information to be processed, proposes system alternative solutions, and develops system requirements. The Analyst provides expertise in data and business process research and analysis, in conducting research/evaluations/studies as required, and in analyzing the results of the process to develop recommendations/solutions for transportation systems. Depending on the nature of the task, the Analyst skills include experience with structured analysis techniques; analysis and design of transportation system applications for various architectures (simple to complex); expert systems; system application prototyping; operating systems and hardware interfaces; database structures, location, and data elements; and/or system benchmarking and performance evaluation. The Analyst works closely with the IT Engineers and others to coordinate the analysis, design, and implementation of information systems to meet user needs. The Analyst may provide technical direction for software development tasks, including reviewing work products for correctness and adherence to the design concept and to user standards. The Analyst has knowledge of and is able to apply Federal standards and other guidelines related to the development of secure systems and Section 508 compliant systems.

The Analyst also performs preparation, production, and configuration management of formal IT documentation, including paper and electronic documents, on-line help systems, and web-based documents. The Analyst provides expertise in the design, development, format, and preparation of a wide variety of IT documentation, including user guides, documentation guidelines, and IT documents covering the spectrum of work areas described in the SOW, Section C.4. The Analyst demonstrates responsibility for collecting, ordering, tracking, inputting, transferring, and verifying data and information for specified databases.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of experience in data and/or system analysis and design. Three of the eight years of experience must include recent software project responsibility for the design, development, and/or deployment of IT; general experience will include increasing responsibilities in assignments of a technical nature. The Analyst must possess functional knowledge of specific project requirements and have experience in developing functional and system requirements for transportation systems. Senior Analyst demonstrates proven ability to work independently, and guide Mid-Level and Junior staff on assigned work.

Mid-Level: Bachelor's degree (or equivalent*) and a minimum of five years of experience in data and/or system analysis and design, at least three years of which must reflect recent software project responsibility for the design, development, and/or deployment of IT; general experience will include increasing responsibilities in assignments of a technical nature. Mid-Level Analyst experience demonstrates responsibility for planning, organizing, and conducting project tasks, with minimal direct supervision required by senior staff.

Junior: Bachelor's degree (or equivalent*) and a minimum of two years of experience in data and/or system analysis and design, at least one year of which must reflect recent software project responsibility for the design, development, and/or deployment of IT; general experience will include increasing responsibilities in assignments of a technical nature. Junior Analysts will demonstrate some responsibility for planning, organizing, and conducting project task, under the supervision of Senior or Mid-Level staff.

VII. Junior Specialist

Functions: The Junior Specialist performs records management, documentation preparation, and routine input of data into computerized files. Tasks generally focus on one or more of the following areas: writing, preparing technical or IT documentation; maintaining project files; data input; preparing memoranda of a technical nature; and maintaining logs relating to work in progress, meetings, etc. Documentation, for example, will often involve such as things as status reports, flow diagrams, charts, and graphics.

Requirements: Associate's degree only, or two years of experience, at least one year of which must include typing, preparation of memoranda, routine input of data into computerized files, and use of computer applications such as Microsoft Word and Excel.

* Equivalency Table Qualifications

Labor Category	Qualifications Degree Only	Qualifications Degree + Experience	Qualifications Experience Only
Project Manager Subject Matter Expert	N/A	BA/BS plus 12 years MA/MS plus 10 years	15 years ♦
IT Senior Engineer Senior Programmer Senior System Administrator Senior Analyst	N/A	BA/BS plus 8 years MA/MS plus 6 years	11 years ♦
IT Mid-Level Engineer Mid-Level Programmer Mid Level System Administrator Mid-Level Analyst	N/A	BA/BS plus 5 years MA/MS plus 3 years	8 years ♦
IT Junior Engineer Junior Programmer Junior System Administrator Junior Analyst	BA/BS	BA/BS plus 2 years	3 years ♦
Junior Specialist	AA/AS	AA/AS plus 2 years	4 years ♦
♦ When experience only is substituted, approval of the CO or designee is required. In addition, the Contractor may, on a case-by-case basis, offer to the CO a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.			

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

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (<i>x</i> and complete as applicable) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> a. PRIME CONTRACT NUMBER <input type="checkbox"/> b. SUBCONTRACT NUMBER <input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER </div> <div style="width: 45%;"> DUE DATE (YYMMDD) </div> </div>		3. THIS SPECIFICATION IS: (<i>x</i> and complete as applicable) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> a. ORIGINAL (Complete date in all cases) <input type="checkbox"/> b. REVISED (Supersedes all previous specs) <input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) </div> <div style="width: 45%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Revision No.</div> <div style="width: 40%;">DATE (YYMMDD)</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">DATE (YYMMDD)</div> <div style="width: 40%;">DATE (YYMMDD)</div> </div> </div> </div>	
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 r <u> </u> , retention of the identified classified material is authorized for the period of <u> </u>			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">a. NAME, ADDRESS, AND ZIP CODE</div> <div style="width: 10%;">b. CAGE CODE</div> <div style="width: 50%;">c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</div> </div>			
7. SUBCONTRACTOR <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">NAME, ADDRESS, AND ZIP CODE</div> <div style="width: 10%;">b. CAGE CODE</div> <div style="width: 50%;">c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)</div> </div>			
8. ACTUAL PERFORMANCE <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">a. LOCATION</div> <div style="width: 10%;">b. CAGE CODE</div> <div style="width: 50%;">c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</div> </div>			
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 or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted prior to release

☐ Direct ☐ Through (*Specify*):

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

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

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

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

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> <input type="checkbox"/> Yes <input type="checkbox"/> No		
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> <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE Contracting Officer	c. TELEPHONE <i>(Include Area Code)</i>
d. ADDRESS <i>(Include Zip Code)</i> U.S. DOT/RITA/Volpe National Transportation Systems Center 55 Broadway Cambridge, MA 02142		17. REQUIRED DISTRIBUTION <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE		

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