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

**B.1 CONTRACT TYPE (OCT 2015)**

A. This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) 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.I.3.A below establishes a CLIN 0100 for Strategic Planning/ Management Development and Integration 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)**

- (1) Contract Award under CLIN 0200: DTRT5717D30009 has been awarded under the U.S. Department of Transportation (USDOT), Volpe National Transportation Systems Center (Volpe Center), Solicitation DTRT5716R20005. The value of all task orders placed under CLIN 0200 shall not exceed \$14,979,920.
- (2) Minimum Guarantee: The guaranteed minimum is \$2,500.

**B.3 CONTRACT LINE ITEMS (DEC 2014)**

The Contractor shall furnish all supplies and facilities, personnel, and management necessary to provide the required services in accordance with the SOW in Section C titled, "Air Traffic Engineering and Program Support Small Business Set Aside (ATEPS-SBSA)" and other terms and conditions of this contract through individual task orders issued under one of the contract line item types as set forth below:

CLIN	Supplies/Services	Qty.	Unit	Unit Price	Amount
0200	ATEPS-SBSA Risk, Issue and Opportunity Management *	1	JOB	Total	\$ <b>redacted</b>

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

**B.4 MASTER CONTRACT LEVEL OF EFFORT**

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

Labor Category	In Hours					Total
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	
Senior Staff						
Middle Staff						
Staff						
Junior Staff						
Total Level of Effort						
Administrative Staff*						

\*Based on Contractor proposed LOE for administrative support.

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

### AIR TRAFFIC ENGINEERING AND PROGRAM SUPPORT-SMALL BUSINESS SET ASIDE (ATEPS-SBSA)

#### C.1 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is a Federal fee-for-service organization within the Office of Assistant Secretary for Research & Technology (OST-R) of the United States Department of Transportation (USDOT). The Volpe Center's mission is to improve the nation's transportation systems. In partnership with sponsoring agencies, the Volpe Center provides technical research and analysis services to the USDOT, other Federal agencies, state agencies, and other organizations and businesses in connection with the transportation-related components of their missions. The Volpe Center's focus is research and innovation in all areas of transportation to improve the transportation system for the future. The Volpe Center is an active partner with several agencies in defining and implementing the future transportation system. For example, the Interagency Planning Officer (formerly known as the Joint Planning and Development Office (JPDO)) has developed an interagency framework in which several executive agencies of the U.S. Government, including the USDOT, are participating in developing the future aviation system. Within the USDOT, the Federal Aviation Administration (FAA) is leading the future aviation system activities.

The Volpe Center supports the FAA's Air Traffic Organization (ATO), Program Management Organization (PMO) in system management, development, engineering and deployment activities using a variety of Federal and Contractor personnel. Currently, the Volpe Center's Traffic Management Infrastructure Services (TMIS) contracts are providing significant ongoing support to the ATO PMO. The work under this contract is currently being performed as a portion of the work within the much larger scope of the TMIS contracts.

The organizational design of the PMO, as approved by Congress, aims to facilitate, through a single FAA organization, the effective definition, design, development, and deployment of nearly all of the ATO's capabilities in the National Airspace System (NAS).

One of the two branches within the PMO is the Air Traffic Systems (ATS) Directorate which is characterized by developing, deploying and operating systems that deliver services to all segments of the NAS:

- Systems that provide accurate and reliable surveillance and automation for aircraft separation services provided by controllers to pilots
- Systems that support decision-making for traffic flow managers
- Systems that provide services directly to pilots for improved safety and efficiency

While the five groups that make up the ATS Directorate share the same mission and strategic goals, each group has its own unique set of programs and initiatives. The groups that make up the Directorate are as follows:

- AJM-21 – Air Traffic Management Programs, focuses on the air traffic automation systems that controllers use to manage aircraft in National Airspace. Major programs that reside in this group are En Route Automation Modernization (ERAM) and Terminal Automation Modernization and Replacement (TAMR).

- AJM-22 – Decision Support Programs, focuses on the support programs air traffic controllers, pilots, and airlines use to make informed decisions during aircraft operations. These programs also help increase air traffic flexibility and capacity, allowing for more dynamic NAS operations.
- AJM-23 – Surveillance Services Group focuses on the surveillance systems that provide the complete picture for operations taking place in the National Airspace. These systems range from traditional ground based radar to more advanced GPS based positioning systems.
- AJM-24 – Terminal Field Operations Support is responsible for ensuring the successful deployment and sustainment of systems residing in the terminal domain. This group also helps coordinate major software updates and hardware upgrades in the field.
- AJM-25 – En Route and Oceanic Second Level Engineering, is responsible for ensuring the successful deployment and sustainment of systems residing in the En Route and Oceanic domains. This group also helps coordinate major software updates and hardware upgrades in the field.

Each group within the ATS Directorate is responsible for systems that support tactical operations today, as well as for developing new tools that are forming the basis for NextGen. The Directorate plays an integral part in each of the Define, Design, Develop, Deploy, and Sustainment Phases of life-cycle management.

The other branch of the PMO, the Enterprise Services Directorate (ESD), develops, acquires, deploys, maintains, sustains, and improves navigation, communications, weather, and aeronautical information products and services for the NAS. Navigation Services covers projects in the following areas: Global Positioning System (GPS) Satellite-Based Augmentation, GPS Ground-Based Augmentation, Ground Systems, Lighting Systems, and Technical Support. Communications Services provides communications and telecommunications services consistent with International Civil Aviation Organization (ICAO) standards required for air traffic control within the NAS. It provides communications infrastructure and services for the Department of Defense (DOD) to ensure interoperability with the NAS. Weather services provide sensor, processor, and distribution systems required to provide accurate forecasts for timely air traffic decisions. Through unique customer/client relationships and customer-derived requirements, execution of full life-cycle service has the capability to define, design, build, deploy, commission, operate, support, and decommission communications, navigation, and weather services.

## **C.2 SCOPE**

The Contractor shall provide technical, management, and analysis support to the Volpe Center in the definition, evaluation, management, and development of programs and initiatives within and related to the PMO.

Representative programs for the majority of the work within the PMO include: Automatic Dependent Surveillance-Broadcast (ADS-B), Airborne Collision Avoidance System X (ACAS-X), Aerospace Medicine Safety Information System (AMSIS), Airport Surface Detection System — Model X (ASDE-X), Airport Surveillance Radar-9 & 11 (ASR-9 & 11), Airport Surface Surveillance Capability (ASSC), Advanced Technologies and Oceanic Procedures (ATOP), Data Communications, En Route Automation Modernization (ERAM), Integrated Display System Replacement (IDSR), Logistics Center Support System (LCSS), Runway Status Lights (RWSL), System Approach to Safety Oversight (SASO), Terminal Automation Modernization Replacement (TAMR), and Terminal Flight Data Management (TFDM). However, the entire project scope could entail any program within the FAA PMO.

Contractor support is required in the following areas:

1. Risk, Issue and Opportunity Management

### **C.2.I Task Area 1 - Risk, Issue and Opportunity Management**

Risk, Issue, and Opportunity (RIO) Management is a systems engineering and program management process focused on identifying, analyzing, assessing, monitoring and tracking events throughout the life of a program or project that may have a negative impact on program success considering technical, cost, and schedule facets. The power in the RIO management process is in the development, tracking and implementation of step-by-step plans to lessen (or increase, in the case of opportunities) the likelihood and/or consequences of the event (i.e., negative impact on program success) occurring. The implementation of each step in the plan ranges from simple coordination efforts to large scale engineering analyses. RIO Management is a key ongoing activity throughout the FAA's Acquisition Management System (AMS) lifecycle and is performed from the mission analysis phase through the service life extension phase.

The PMO's RIO management process was tailored and developed as a tiered and integrated process. RIO's are identified and managed at the program level (Tier 3); the directorate level (Tier 2); and at the AJM-2 and AJM-3 level (Tier 1). The key functionality of this process is that RIOs satisfying the set criteria for elevation to a higher level tier (including if the RIOs are shared across multiple programs) are appropriately identified and subsequently up-leveled for visibility and/or management. RIO Management activities include, but are not limited to:

- Facilitate the Government's development or enhancement of a tailored RIO process for each organization, make suggestions regarding successful Government monitoring of organizational compliance with the process guidance, and capture lessons learned which will then be provided as feedback to the Government for use in its continuous process improvement.
- Coordinating with Subject Matter Experts (SMEs), stakeholders, management, and project team members to:
  - Identify RIO;
  - Develop RIO statements appropriately capturing the root cause or essence of the RIO;
  - Analyze and assess each RIO; and
  - Develop thorough step-by-step plans to address the RIO's likelihood and/or consequence and continually track their progress.
- Facilitate RIO Management board meetings.
- Implementing or assisting in the implementation of the step-by-step plans, as appropriate.
- Administration and maintenance of the ATS RIO Management database.
- Development of custom reports for the ATS RIO Management database.
- Providing technical input, coordination and oversight for development of associated Knowledge Sharing Network RIO Management sites.
- Coordinating with RIO Managers at other levels of the tiered ATS RIO Management process, as necessary.
- Development of risk reports summarizing planned and potential risk mitigations, the probability of each risk being realized, the effectiveness of mitigation activities, and the level of effort spent for risk management activities.
- Coordination with responsible parties and subject matter experts to develop and update risk mitigation plans.



- Generation of white papers and briefings applicable to the RIO process.

### **C.3 SUSTAINABLE ACQUISITION REQUIREMENTS**

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

### **C.4 SUPERVISION OF CONTRACTOR PERSONNEL WORKING ON-SITE**

The Contractor shall provide for proper on-site Contractor supervision of its own employees working at Government Facilities.

**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**

CLAUSES INCORPORATED BY REFERENCE

52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	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.
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**

CLAUSES INCORPORATED BY REFERENCE

52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP WORK ORDER- (ALT I)	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

**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 sixty months thereafter. Also see the clause in Section I titled, "Ordering" (FAR 52.216-18). However, no task order shall have a period of performance that extends beyond 12 months after the final date for ordering. Also, see the clause in Section I.1 titled, "Indefinite Quantity" (FAR 52.216-22).

**F.3 DELIVERIES (JUL 2015)**

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 TOCO and/or Contract Specialist, and/or designated TOCOR, as specified in the task order.

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

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

**F.5 MONTHLY CONTRACT PROGRESS REPORTS (MARCH 2016)**

The Contractor shall provide monthly overall contract progress reports when more than one task order has been awarded. 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 2013 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 (MARCH 2016)**

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 2013 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; and
- 6) Report on accomplishments against any identified performance metrics, if applicable.

#### **F.7 MONTHLY TASK ORDER COST REPORTS (MARCH 2016)**

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

The Contractor must submit monthly cost reports setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours,(2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary; and (4) projected monthly spending plan table to include: obligations, monthly actual costs, cumulative actual costs, monthly projected costs, cumulative projected costs. The reports shall be provided to the CO and COR no later than the 15th of each month. **Proprietary rate information should not be discussed.** The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. The Contractor shall prepare a graph using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) calendar days after completion of work under the task order, the Contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order, and in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the limitation of costs or funds clauses applicable to each task order and identified in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office 2013 compatible format (see Section J for format requirements).

#### **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 (MARCH 2016)**

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 for printing requirements).

1) Monthly Contract Progress Report:

1 copy CO or designee

1 copy COR

2) Monthly Task Order Progress Report:

1 copy CO (or designee) and TOCO

1 copy COR

1 copy TOCOR

3) Monthly Task Order Cost Report (Attachment 1):

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.

5) Monthly Task Order Full Time Employee (FTE) Report

6) Quarterly Task Order Labor Rate Reports: The Contractor shall provide burdened labor rates by the 15<sup>th</sup> of every month. The report should include all direct labor employees charged to the task order by name, fully burdened rate, and labor category. One copy shall be provided to the TOCO, the COR and the TOCOR.

7) Quarterly Task Order Financial Status Reports: The Contractor shall prepare a Microsoft PowerPoint presentation detailing the financial status of the task order every three (3) calendar months. This report shall include obligations and expenditures to date, average current and projected monthly burn rate, and average and total hours expended.

**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 principal place of performance shall be performed at the Contractor's facility. Some task orders, however, may require performance at a Government facility, and authorization will be provided in writing by the CO at the time of Task Order award. In the event of a Government shutdown, the CO will provide guidance to the Contractor concerning Government site personnel.

**F.15 DELIVERABLE FORMAT (MARCH 2016)**

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 2013 (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: A Task Order CO (TOCO) may be designated by the CO. The duties of a TOCO include but are not limited to issuing task orders, analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the CO, signing task orders, and approving Contractor's invoices in accordance with the terms of the contract.

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

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

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

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

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

a. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five (5) working days after contract award or for construction, not less than five (5) working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

\* Please note that COTR and COR are synonymous.  
(End of Clause)

### **G.3 ORDERING (JAN 2016)**

During the period of performance of the contract, the CO or the TOCO may issue task orders in accordance with FAR 52.216-18 and 52.216-22. See Section I.

The Government will order any services to be furnished under this contract by awarding task orders electronically using an Optional Form 347. In addition to the CO, the following individuals are authorized ordering officers: Designated TOCOs.

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.

A Standard Form 30 will be used to modify the contract and task orders.

A representative authorized by the Contractor shall acknowledge receipt of each task order within three (3) business days of issuance.

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. Only cost type task orders may be incrementally funded. If the task order is incrementally funded, the amount available for payment and allotted to the task order 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.

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. Furthermore, the Contractor shall not perform work beyond either the task order completion date or the allotment date for incrementally funded task orders, whichever is earlier.

### **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 (NOV 2016)**

The Volpe Center Competition Advocate, U.S. Department of Transportation/ Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, is Ms. Audrey Farley, OST-R Head of the Contracting Activity, OST-R-RAD-10; email: Audrey.Farley@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 (APR 2016)**

Performance of the work hereunder shall be under the technical direction of the COR and TOCOR through the CO and TOCO, in writing, pertinent to a specific task order. As used herein, "technical direction" is limited to directions to the Contractor that provide additional detail regarding the previously defined scope within a particular 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. At no time may the Contractor begin work without an awarded task order or perform work outside of the scope of an awarded task order.

**G.7 ACCOUNTING AND APPROPRIATION DATA (JAN 2016)**

Each individual task order and associated line item(s) (CLINS) 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 PAYMENT REQUEST SUBMISSION REQUIREMENTS (JAN 2016)**

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

#### General Requirements

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](mailto: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. Also, ensure the Contracting Officer is copied on all email submissions to ESC.

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:

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

The Contractor **must specify** the appropriate cost (or price for FFP type task orders) per funding source(s) in which ESC should make payment on the IPR or invoice if more than one funding source is cited in the contract or task order. If this information cannot be entered on the IPR or invoice, the Contractor must **clearly state** on the IPR or invoice where the information can be found in the IPR or invoice package.

The same procedures shall be followed for fee invoices. In addition, for cost type task orders,

Cost Type Task Order Requirements

For cost type task orders, 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 requirements listed below to constitute a proper IPR or invoice. 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.

1. 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 (e.g., 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.

2. 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.
3. 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.
4. 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.
5. 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 (NOV 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).

Annual performance evaluations shall be completed for the Master Contract. 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 (DEC 2015)**

The Contractor shall maintain an accounting system that will accumulate costs incurred for each task order and funding increment 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/software costs estimated by the Government in Schedule 2 and 3, 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 Task Order Requests for Proposals (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
Labor Category	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

**Subcontractor Workweek**

Subcontractor Name: (To be determined)  
 Division: (To be determined)

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

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 (JAN 2017)**

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 (Blanks are TBD):

LIMITATION OF LIABILITY - TASK ORDER INCREMENTAL FUNDING (TERM FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from \$\_\_\_\_ by \$\_\_\_\_ to \$\_\_\_\_. Notwithstanding any other provision and/or clause in this task order or master contract, the increase in funding provided under this modification is for services performed in SLIN\_\_ from the date of this modification through\_\_\_\_\_ only. This funding may not be used for payment of services rendered prior to issuance of this task order modification, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from \$\_\_\_\_\_ by \$\_\_\_\_\_ to \$\_\_\_\_\_. The amount obligated for the fixed fee is increased from \$\_\_\_\_\_ by \$\_\_\_\_\_ to \$\_\_\_\_. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under SLIN\_\_\_\_\_ and funded by this modification beyond\_\_\_\_\_ (*insert the date noted above upon which services may no longer be funded under this modification*) nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order modification. The fixed-fee will be payable in accordance with other clauses of the contract, and will be sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established below.

2. The estimated level-of-effort applicable to the incremental funding provided herein is\_\_\_\_\_ professional labor-hours.

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 within the dates established above.

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

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 \$\_\_\_\_. Notwithstanding any other provision and/or clause in this task order or master contract, the funding provided under this modification is available to pay for services performed under Line Item no. \_\_\_\_ from the date of this modification through\_\_\_\_\_ only. This funding may not be used for payment of services rendered prior to issuance of this task order, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from \$\_\_\_\_\_ by \$\_\_\_\_\_ to \$\_\_\_\_\_. The amount obligated for the fixed fee is increased from \$\_\_\_\_\_ by \$\_\_\_\_\_ to \$\_\_\_\_. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under line item no. \_\_\_\_ and funded by this modification beyond\_\_\_\_\_ (*insert the date noted above upon which services may no longer be funded under this modification*), nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order. The fixed-fee will be payable in accordance with other clauses of the contract, and will be sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established above.

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 (JAN 2016)**

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 or TOCOR 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. In accordance with FAR Subpart 31.205-6(m)(2), any travel taking place with Contractor-owned or leased vehicles to and from work is unallowable. In addition, if a Contractor employee performs official local travel during the regular work day, only the local travel costs exceeding the normal daily commuting costs will be reimbursed. The CO reserves the right to modify procedures on a task order level if there are extensive travel requirements.

**G.16 SUBCONTRACTING REPORT (MAR 2008)**

Pursuant to FAR 52.219-14, Limitations on Subcontracting, Contractors may not subcontract greater than 50 percent of the cost of contract performance incurred for personnel under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50 percent subcontracting, the total cumulative subcontracting under all task orders may not exceed 50 percent).

**G.17 ALLOTMENT (JAN 2015)**

Pursuant to Section B, Part I, Clause B.2 “Contract Limitations,” and FAR 52.216-22 – “Indefinite Quantity,” the amount presently available for payment and allotted to this contract to provide for the contract minimum is \$1,551.06 for Task Order 0001. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated as necessary, only on individual task orders.

The accounting and appropriation amount currently allotted is as follows:

<u>PR Number</u>	<u>Accounting Code</u>	<u>Amount Obligated</u>
V340A1077	FAY6AH QJ1X8	\$1,551.06

**G.18 QUALITY ASSURANCE SURVEILLANCE PLAN (NOV 2015)**

The purpose of the QASP will be to establish guidelines for how the ATEPS-SBSA master contracts and task orders will be administered and managed, including roles and responsibilities of the Government team. This QASP is not meant to supersede the subject master contract, but rather supplement the information provided in the master contract. In the case of any conflicts between the QASP and the master contract, the master contracts take precedence.

## 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, as defined in FAR Subpart 7.5, 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 EXCLUSIONS DUE TO ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2015)**

A. Work under this contract may provide the Contractor with access to information about future Government procurements, including information that generally is not available to the public. In addition, the work may involve the creation, development or enhancement of specifications or requirements, for various systems, equipment, hardware, and/or software. In order to prevent or mitigate a potential or actual bias, unfair competitive advantage, or other potential or actual conflict of interest, the Contractor shall be subject to the following exclusions:

- (1) The Contractor may be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received procurement information which has not been made generally available to the public.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor assists in the development of the solicitation, Cost Estimate, Requirements, Specifications, or Statement of Work.
- (3) The Contractor shall be excluded from competition for, or award of any Government contract which requires or includes the evaluation and/or development of system requirements, system

definition, or other products that were developed by the Contractor under this contract.

- (4) The Contractor may be excluded from competition for, or award of, any Government contract which requires, construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract which is the same or similar to work (e.g. logical follow-on) performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm, corporation, or other business entity which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm, corporation or business entity in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term "Contractor" also includes the corporate officers or other officers or principals (if not a corporation) of the Contractor, and of any parent or subsidiary corporation thereof, which has a majority or controlling interest in the Contractor.

D. The exclusions contained in this clause shall apply for the life of the Contract (including all task orders, if any, issued under the Contract) plus two (2) years.

E. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor shall be ineligible to be a subcontractor, at any tier, on such contract.

F. This clause shall be incorporated into any subcontracts awarded under this contract.

#### **H.4 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 and/or other DOT resources.
  - "Applicant" means 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 and/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, and/or other resources.
- 3) Citizenship and Alien Status. The Contractor must monitor an alien's continued authorization for employment in the United States. The Contractor must provide documentation to the Contracting Officer *or* the Contracting Officer's Representative (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 and/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 CO or COR. 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 CO or COR 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 employee is denied agency access by the Government or, if for any reason a proposed application is 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 limitation 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 1-9, OMB No. 1115-0136, Employment Eligibility Verification*. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the Applicant may be required to appear in person a second time for enrollment and activation.

- 7) Identification Card Custody and Control. The Contractor is responsible for the custody and control of all forms of government identification issued by DOT to Contractor employees for access to DOT facilities, sensitive information, information systems and/or 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, and/or other DOT resources.

- a) Renewal: A Contractor employee's DOT issued ID card is valid for a maximum of three (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 at least three (3) business days before receiving 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, and/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 this clause in its entirety in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems, and/or other DOT resources.

## **H.5 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (SEP 2015)**

Portions of the work under Section C may require Contractor personnel with security clearances. 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. For future task orders, a determination will be made at issuance of the TORFP whether a Facility Clearance is required and will state whether or not the clearance will apply to the Prime and/or any of its subcontractors.

If a 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:

<b><u>Labor Category</u></b>	<b><u>Sensitivity Level</u></b>
All Personnel	Moderate

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.6 HANDLING OF DATA (AUG 2011)**

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

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

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

Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the

proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted

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

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

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

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

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

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

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

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

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

#### **H.7 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.8 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.9 INCIDENTAL HARDWARE/SOFTWARE (SEP 2015)**

The acquisition of 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 awarded 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 CO or TOCO 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 that any Contractor acquired property is Government property and is accountable (refer to FAR Clause 52.245-1 (APR 2012)).

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 Center projects, the TOCOR must obtain clearance from the Volpe Center Chief Information Officer (CIO) and forward the request to the TOCO who will provide authorization to the Contractor for 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. To the maximum extent practicable, all IT purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

#### **H.10 REQUESTS TO ACQUIRE EQUIPMENT (JAN 2016)**

It may be necessary under this contract for the CO to allow the Contractor to acquire or lease equipment to perform certain task orders under the contract. The Contractor is required to submit requests to acquire or lease 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. To the maximum extent practicable, all purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

#### **H.11 SUPERVISION OF CONTRACTOR PERSONNEL WORKING ON-SITE (JAN 2016)**

The Contractor shall provide for on-site supervision of its own employees working at Government facilities. The Contractor shall also provide the means for Contractor on-site supervisory personnel to be contacted by the Government via phone, VTC, or e-mail.

#### **H.12 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.13 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.14 MAXIMUM FEE AND PROFIT (JAN 2016)**

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a Cost Plus Fixed Fee (**CPFF**) contractual arrangement and the nature of the work in CPFF task orders. However, proposed task order fixed fee cannot exceed an amount that is the sum of (1) "**redacted**" of all costs except for subcontracts, travel and Cost of Money, and (2) "**redacted**" of all subcontract 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.

Contractors shall propose an appropriate profit percentage depending on the risk associated with a Firm Fixed Price (**FFP**) contractual arrangement and the nature of the work in FFP task orders. However, the proposed task order profit percentage cannot exceed an amount that is the sum of (1) "**redacted**" of all costs except for subcontracts, travel and Cost of Money, and (2) "**redacted**" of all subcontract costs.

#### **H.15 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.16 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 TOCO 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.17 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.18 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.19 SUBCONTRACT APPROVAL (SEP 2011)**

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 their 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.

## **H.20 VISITOR IDENTIFICATION REQUIREMENTS FOR FEDERAL FACILITIES (MARCH 2016)**

In accordance with the Department of Homeland Security (DHS) phased enforcement plan for the REAL ID Act (see DHS's REAL ID website), visitors seeking access to military bases and almost all Federal facilities using their state-issued driver's licenses or identification cards must present proper identification issued by REAL ID compliant states or a state that has received an DHS extension. Any visitor from a noncompliant State or other jurisdiction will need to provide an acceptable alternate form of identification with photo (e.g., U.S. Passport) to enter the Federal facility.

When planning a visit to a Federal facility or military base, visitors should contact the facility to determine what identification will be accepted as well as check DHS's REAL ID website for the most up-to-date information on individual state compliance as status can change over time.

This facility entry requirement applies to visitors only. This requirement has no impact on badged Federal and Contractor employees. Driver's licenses from all states are still acceptable identification in the issuance of Federal PIV cards (badges) and for entry in the case of a lost or forgotten PIV card by a badged Federal or Contractor employee.

## 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>

**I.2 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, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST.	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOW RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
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 2016
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	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS.	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS — NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE — UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA — MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA — MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause the blank is completed as follows: <u>30 calendar days before expiration of the contract performance period.</u>	
52.219-6	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 REPRESENTATION	JUL 2013
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
	For the purpose of this clause the blank is completed as follows: (a) Zero	
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015

52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
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 REPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS — CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR	MAY 2014
52.227-14	RIGHTS IN DATA — GENERAL	MAY 2014
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST “Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.	APR 1984
52.232-22	LIMITATION OF FUNDS “Task Order” is to be substituted for “Schedule” wherever that word appears in the clause.	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014

52.232-25	PROMPT PAYMENT ALTERNATE I	JUL 2013 FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SAFETY 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 ALTERNATES I	AUG 1987 APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATES I	AUG 1987 APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2016
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-2	INSPECTION OF SUPPLIES- FIXED-PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES- COST REIUMBURSEMENT	MAY 2001
52.246-25	LIMITATION OF LIABILITY — SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.3 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT CLAUSES**

**52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-2) FEBRUARY 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 Volpe Center Chief of the Contracting Office and shall not be binding until so approved.

(End of Clause)

**FAR 52.216-18 – ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)



**FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5,000,000

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within three (3) calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve (12) months after the contract ordering period expires.

(End of Clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

**I.4 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES**

1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1252.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.237-72	PROHIBITION ON ADVERTISING	JAN 1996
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994

**I.5 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) - FULL TEXT CLAUSES**

**TAR 1252.237-73 KEY PERSONNEL (APR 2005)**

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

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

**Program Manager:** “redacted”

**Task Area Lead:** “redacted”

**Task Area Alternate #1:** “redacted”

**Task Area Alternate #2:** “redacted”

**Task Area Alternate #3:** “redacted”

(End of Clause)

**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).

(End of Clause)

**SECTION J – LIST OF ATTACHMENTS**

**SECTION J - PART I – MASTER CONTRACT ATTACHMENTS**

No.	Description
J.1	MONTHLY TASK ORDER COST REPORT FORMAT
J.2	ATEPS SBSA LABOR CATEGORY QUALIFICATIONS
J.3	CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254
J.4	DOT ORDER 1630.2B, PERSONNEL SECURITY MANAGEMENT
J.5	QUALITY ASSURANCE SURVEILLANCE PLAN



ATTACHMENT J.1 - MONTHLY TASK ORDER COST REPORT FORMAT

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

MONTHLY TASK ORDER COST REPORT FOR SUBCONTRACTOR											
Subcontractor: XYZ Company											
Task Order #	Title		Funding Obligated to Date		Cost		Fee		CPFF		
Task Order Start 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		\$-		\$-		\$-		\$-			
<b>Total Estimated Cost</b>											

**ATTACHMENT J.2 - LABOR CATEGORY QUALIFICATIONS**

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

NOTE: Program Manager, Task Area Manager and Transition Manager are considered Senior Staff.

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

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

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

**SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS**

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

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

See PDF file entitled

**ATTACHMENT J.3 – DD FORM 254**

See PDF file entitled

**ATTACHMENT J.4 – DOT ORDER 1630.2B**

## ATTACHMENT J.5 - QUALITY ASSURANCE SURVEILLANCE PLAN

### 1. INTRODUCTION

The purpose of this Quality Assurance Plan (QASP) is to outline the methods used by the Government, to monitor contractor performance and identify the required documentation and resources to be employed for evaluating whether the contractor is meeting the performance standards identified in the Statement of Work for the Air Traffic Engineering and Program Support (ATEPS) Small Business Set Aside (SBSA) master contracts. This QASP, as required by FAR Part 46.104, documents the Government's procedures for monitoring contractor performance.

The Contracting Officer (CO) or Task Order Contracting Officer (TOCO) is required to ensure the contractor is meeting the performance requirements identified in the Task Order SOW. This QASP 1) defines the roles and responsibilities of all members of the contract administration team, 2) identifies the statement of work and deliverables, 3) defines the methodologies used to monitor and evaluate the contractor's performance, and 4) describes the analysis of quality assurance monitoring results.

#### **Performance Monitoring Strategy**

The Government representative(s) will monitor performance and review all Deliverables to include: monthly progress and cost reports; quarterly labor reports, monthly labor and Travel/Other Direct Costs (ODC) reports, and quarterly financial management review reports furnished by the contractor to determine how the contractor is performing against contract requirements. The Government will make determination regarding satisfactory performance to determine payment and contractor performance assessment evaluation results.

### 2. ROLES AND RESPONSIBILITIES

#### Contracting Officer (CO)

The CO or TOCO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR), Task Order Contracting Officer's Representative (TOCOR) and the contractor. The CO will appoint one full-time COR as the Government authority for performance management for the contract. The CO may also appoint a TOCOR for the CORs roles for specific Task Orders. The CO may also appoint an ALT TOCOR who acts in the absence of the primary TOCOR and is designated the same responsibilities as the TOCOR as described below.

#### Contracting Officer's Representative (COR)/Task Order Contracting Officer's Representative (TOCOR)

The COR/TOCOR is appointed in writing by the CO to act as his or her authorized representative to assist in administering and monitoring of contractor performance. The COR/TOCOR responsibilities and limitations are contained within the written designation letter. The COR/TOCOR's primary duty is to monitor the contractor's performance to ensure that the Contractor meets all of the technical requirements under the task order, by the delivery date or within the period of performance as stated in the Task Order, and at the estimated cost stated in the Task Order and to ensure proper Government surveillance of the contractor's performance. The COR/TOCOR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR/TOCOR will have the responsibility for completing Contractor Performance Assessment Reports in the CPARS system to document his/her inspection and evaluation of the contractor's work performance on annual

basis. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

### **3. IDENTIFICATION OF REQUIRED PERFORMANCE**

The contract requirements and deliverables are included in the Master Contract SOW, and further described with additional details specific to a Task Order, if required, at the Task Order level. Contractors may be required to deliver documents such as monthly cost reports, work breakdown structure hours and Travel/ODC reports, progress reports, percent complete, and resource reports on a monthly basis, and labor reports and financial management review reports on a quarterly basis. The COR/TOCOR will be responsible to review the requirements to determine satisfactory performance on a monthly basis. If the contractor is able to deliver the required service and deliverables at satisfactory performance level, it will be paid (depending upon the type of Task Order issued) costs and fee or Firm Fixed Price including profit, on a monthly basis, as submitted in its cost report and corresponding invoice.

### **4. METHODOLOGIES TO MONITOR PERFORMANCE**

#### **Surveillance Techniques**

A significant portion of the contractor support occurs on-site at the Federal Aviation Administration (FAA) Office in Washington D.C. The contract administration team will have an increased effort on monitoring/oversight of the ATS work at the location. In an effort to minimize the performance monitoring burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. Utilizing the standards in the Performance Objectives Summary Matrix at the end of this document, the primary methods of surveillance are:

- On-site monitoring by the COR and TOCOR. There will be a rotation plan among FAC-COR certified individuals to ensure there is a person at the FAA facility at least four days per week.
- Random inspection of contractor facilities - which shall be performed by the COR/ TOCOR/CO or TOCO inspector.
- 100% Inspection – Each month, the COR/ TOCOR/CO or TOCO, shall review the generated monthly cost and progress reports and compare against the invoice.
- Contractors are required to participate in Quarterly and Annual program reviews. The CO, TOCO, COR, TOCOR, ALT TOCO (if applicable) and FAA sponsor attend each program review. Contract administration responsibilities are reiterated at each program review. The CO will provide a contract administration refresher reiterating roles and responsibilities and expectations for the coming year.

#### **Customer Feedback**

The Contractor is expected to establish and maintain professional communication between its employees, the Volpe Center and the FAA sponsor. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

The FAA sponsor provides feedback directly to the Volpe Center CO/COR (and TOCO/TOCOR as required) for input in terms of customer complaints or positive feedback. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR/ TOCOR. The COR/TOCOR will accept those customer complaints and investigate. Customer feedback may also be obtained either from the results of formal

customer satisfaction surveys.

The FAA sponsor has no authority in contract administration and contractor may not receive direction in performance of its duties from the sponsor. In instances where this occurs, the CO/TOCO will investigate.

## **5. ANALYSIS OF QUALITY PERFORMANCE**

### **Determining Performance**

Government shall use the monitoring methods cited to determine whether acceptable performance standards/service levels as stated in the Performance Objectives Summary Matrix (Table 1 below) have been met. If the Contractor has not met minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

### **Verification of Performance**

The CO/COR (and TOCO/TOCOR as required) will review the contractor's performance in relation to the requirements in the Task Order SOW to determine satisfactory performance on a monthly basis. This review will demonstrate whether the contractor is providing satisfactory performance, including cost and technical in accordance with the Task Order SOW. If performance is unsatisfactory, this may result in a delay for approval of invoices, cure notices or other corrective action under FAR 49.

### **Reviews and Resolution**

The COR/ TOCOR may require the contractor's project manager, or a designated alternate, to meet with the CO/TOCO and other contract administration team personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the CO/COR (and TOCO/TOCOR as required) as often as required or per the contractor's request.

The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Monthly spend plan projections
- Expected 100% expenditure dates for funding of each program
- Discussion of issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

The TOCOR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unsatisfactory performance.



TABLE 1 - PERFORMANCE OBJECTIVES SUMMARY MATRIX

TASK/ DELIVERABLE		PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	PERFORMANCE RATING
Technical Performance		<p>Contractor technical performance meets all contract requirements with few minor and no significant problems encountered.</p> <p><i>Performance meets all technical and functional requirements.</i></p> <p>Problems that are encountered are minor and resolved in a satisfactory manner.</p> <p><i>Work products, assessments, analyses, recommendations, and related input/output are thorough, reliable, highly relevant to contract requirements, and consist of substantial depth and breadth of subject matter expertise.</i></p>	See paragraph 5 above.	<p>Assignment of performance rating for TECHNICAL criteria:</p> <p><u>Excellent</u> <i>Performance meets all and exceeds standard compliance of many contract requirements. The contractor delivers superior work products that require little or no revision/rework or any required revision/rework is minor in nature. Problems that are encountered are minor and resolved in a highly effective manner.</i></p> <p><u>Acceptable</u> <i>Performance and deliverables meet all contract requirements. The contractor delivers acceptable work products with some minor revision/rework. Problems that are encountered are minor and resolved in a satisfactory manner.</i></p> <p><u>Unacceptable</u> <i>Many contract requirements not met. The contractor delivers marginal or unsatisfactory work products that require extensive rework/revision. Substantial problems were encountered and were resolved in a less than satisfactory manner.</i></p>
Adherence to Schedule		Contract milestones, periods of performance, and/or	See paragraph 5 above.	Assignment of performance rating for SCHEDULE criteria:

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<b>TASK/ DELIVERABLE</b>		<b>PERFORMANCE STANDARD</b>	<b>METHOD OF SURVEILLANCE</b>	<b>PERFORMANCE RATING</b>
		<p>data submission dates are met or exceeded; highly qualified Key Personnel are available as required.</p> <p>Contractor meets Contract milestone requirements at least 85% of the time, or satisfactorily describes the reason for failure (excluding government- caused delays).</p>		<p><u>Excellent</u> Contract milestones/ performance dates met or exceeded at least 95% of time (excluding government caused delays).</p> <p><u>Acceptable</u> Contract milestones/ performance dates met or exceeded at least 85-95% of time (excluding government caused delays).</p> <p><u>Unacceptable</u> Contract milestones/ performance dates met less than 85% of time (excluding government caused delays).</p>
Adherence to Cost/Price		Contract requirements are performed within budget.	See paragraph 5 above.	<p>Assignment of performance rating for COST criteria:</p> <p><u>Excellent</u> Contract performance is at or below budget (proposed costs) 100% of the time. Supporting documentation for cost reports and invoices are thorough, accurate and complete.</p> <p><u>Acceptable</u> Actual costs are within 95% of estimated/proposed costs with any adjustments request resulting from conditions unforeseen by the contractor or due to within scope changes. Supporting documentation for cost reports and invoices are thorough, accurate and complete with the exception of minor and infrequent changes.</p>

TASK/ DELIVERABLE		PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	PERFORMANCE RATING
				<p><i>Unacceptable</i>  <i>Actual costs are not within 95% of estimated/proposed costs. Supporting documentation for cost reports and invoices lack thoroughness, accuracy and/or completeness. Corrections required are frequent and/or significant.</i></p>