

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO. DTRS57-00-D-30005	3. SOLICITATION NO. DTRS57-99-R-00008	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED September 1, 1999	6. REQUISITION/PURCHASE REQ. NO. 25-3118	
7. ISSUED BY CODE DOT/RSPA/VNTSC/DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093	8. ADDRESS OFFER TO (If other than Item 7) DOT/RSPA/VNTSC Attn: Carol A. Ferrante, DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093	

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **, until 2:00 P.M. local time on **October 12, 1999**. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.
* See L.3 C; ** See block 8.

10. FOR INFORMATION CALL: A. NAME: Carol A. Ferrante
B. TELEPHONE NO.: (617)494-2421 (No Collect Calls)

11. TABLE OF CONTENTS

PART/SECTION DESCRIPTION

- PART I - THE SCHEDULE
 - A SOLICITATION/CONTRACT FORM
 - B SUPPLIES OR SERVICES AND PRICES/COSTS
 - C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
 - D PACKAGING AND MARKING
 - E INSPECTION AND ACCEPTANCE
 - F DELIVERIES OR PERFORMANCE
 - G CONTRACT ADMINISTRATION DATA
 - H SPECIAL CONTRACT REQUIREMENTS
- PART II - CONTRACT CLAUSES
 - I CONTRACT CLAUSES
- PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
 - J LIST OF ATTACHMENTS
- PART IV - REPRESENTATIONS AND INSTRUCTIONS
 - K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
 - L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
 - M EVALUATION FACTORS FOR AWARD

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (120 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
10 Calendar days ____% 20 Calendar days ____% 30 Calendar days ____%
Calendar days ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:

AMENDMENT NO DATE AMENDMENT NO DATE

15A. NAME AND ADDRESS OF OFFEROR Code: Facility:
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code)
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: 18. OFFER DATE:

AWARD (To be completed by Government)
19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN ITEM 25:(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE (If other than Item 7)
25. PAYMENT WILL BE MADE BY CODE
DOT/RSPA/VNTSC/DTS-823
55 Broadway, Kendall Square
Cambridge, MA 02142-1093

26. NAME OF CO 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Type or Print) (Signature of CO)

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

SECTION B 5

SUPPLIES OR SERVICES AND PRICES/COSTS 5

 B.1 CONTRACT TYPE..... 5

 B.2 CONTRACT LIMITATIONS..... 5

 B.3 CONTRACT SCOPE..... 6

 B.4 CONTRACT LINE ITEMS..... 6

SECTION C 7

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK 7

 C.1 SCOPE OF WORK..... 7

 C.2 FUNCTIONAL SUB-AREAS OF WORK..... 7

 C.3 SPECIAL EMPHASIS AREAS..... 16

 C.4 REQUIRED SKILLS..... 21

SECTION D 22

PACKAGING AND MARKING 22

 D.1 PACKAGING (MAY 1999)..... 22

 D.2 MARKING (MAY 1999)..... 22

SECTION E -INSPECTION AND ACCEPTANCE 23

 E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).... 23

 E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)..... 23

SECTION F -DELIVERIES OR PERFORMANCE 24

 F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).... 24

 F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 1999)..... 24

 F.3 DELIVERIES..... 24

 F.4 CONTRACT PROGRESS REPORT (MAY 1999)..... 25

 F.5 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 1999)..... 26

 F.6 MONTHLY TASK ORDER COST REPORTS (MAY 1999)..... 27

 F.7 TECHNICAL REPORTS - TASK ORDER CONTRACTS (DEC 1999)..... 27

 F.8 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)..... 27

 F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)..... 28

 F.10 RIGHTS IN DATA (DEC 1998)..... 28

 F.11 WARRANTIES (MAY 1999)..... 28

 F.12 LICENSES (MAY 1999)..... 29

SECTION G 30

CONTRACT ADMINISTRATION DATA 30

 G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE... 30
 (OCT 1994) 30

 G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)..... 30

 G.3 ORDERING (MAY 1999)..... 31

 G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (DEC 1998). 31

 G.5 TASK ORDER OMBUDSMAN (MAY 1999)..... 34

 G.6 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)..... 34

 G.7 PAYMENT AND CONSIDERATION (MAY 1999)..... 35

 G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAY 1999)..... 38

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 1999)..... 39
G.10 PERFORMANCE EVALUATIONS..... 41
G.11 VOUCHER REVIEW (MAY 1999)..... 41
G.12 COST ACCOUNTING SYSTEMS (MAY 1999)..... 41
SECTION H 44
SPECIAL CONTRACT REQUIREMENTS 44
H.1 NON-PERSONAL SERVICES..... 44
H.2 GPO PRINTING REQUIREMENT..... 44
H.3 SALES TAX EXEMPTION (MAY 1999)..... 44
H.4 INCIDENTAL HARDWARE/SOFTWARE..... 45
H.5 LEVEL-OF-EFFORT NOTIFICATION..... 45
H.6 HANDLING OF DATA (MAY 1999)..... 46
H.7 TECHNOLOGY UPGRADES/REFRESHMENTS..... 47
H.8 INCREMENTAL FUNDING OF TASK ORDERS..... 49
H.9 INSURANCE..... 50
H.10 MAXIMUM FEE/PROFIT..... 51
H.11 SUBCONTRACT APPROVAL..... 52
H.12 SECURITY CLEARANCE..... 52
H.13 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS..... 53
H.14 CEILINGS (MAY 1999)..... 54
H.15 YEAR 2000 COMPLIANCE..... 55
H.16 GOVERNMENT RIGHTS IN "RESTRICTED SOFTWARE" ACQUIRED BY..... 55
H.17 SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)..... 55
SECTION I 56
CONTRACT CLAUSES 56
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 56
I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)..... 60
I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)..... 60
I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL... 60
COMPONENTS (OCT 1998) 60
I.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)... 61
I.6 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994)..... 62
I.7 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)..... 62
SECTION J - LIST OF ATTACHMENTS 63
ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS 64
ATTACHMENT J. 2 - PAST PERFORMANCE EVALUATION FORM 66
ATTACHMENT J. 3 - SUBCONTRACTING PLAN 73

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

- A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.
- B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm-fixed-price (FFP), cost-plus-award-fee (CPAF), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's (CO) discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR). Performance-based task orders will be used to the maximum extent practicable.
- C. Individual CPFF orders will be issued on a completion-type basis pursuant to FAR 16.306 whenever possible. If a completion type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).
- D. The Contract Line Item Number (CLIN) structure provided in Section B.4 below establishes a CLIN for the four contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPAF, CPFF completion, and CPFF term tasks. A task will be issued in only one type and individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task. In general, these terms and conditions are clear on their face with regard to applicability. However, where applicability is unclear, unclear contract clauses that apply only to a certain type of contract will be identified.

B.2 CONTRACT LIMITATIONS

- A. Multiple Contract Awards: Four contracts have been awarded under Volpe Center Solicitation DTRS-57-99-R-00008.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$97 million. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount.
- C. Minimum Guarantee: The guaranteed minimum is a single task of at least \$50,000 for each contract.

B.3 CONTRACT SCOPE

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

B.4 CONTRACT LINE ITEMS

CLIN	SERVICES
0001	Technological capabilities and skills to support programmatic activities in the area of ISE in accordance with the terms and conditions of this contract and the contract types set forth below.
0001AA	Firm-fixed-price type
0001AB	Cost-plus-award-fee type
0001AC	Cost-plus-fixed-fee completion type
0001AD	Cost-plus-fixed-fee term type

SECTION C**DESCRIPTION/SPECIFICATION/STATEMENT OF WORK****INFORMATION SYSTEMS ENGINEERING (ISE)****C.1 SCOPE OF WORK**

This functional area includes support for all phases of the Information Systems Engineering (ISE) life cycle activities, including planning, design, development, implementation, and operation of information systems. This support will cut across all transportation modalities; i.e., air, ground, and marine. Work will address strategic and detailed requirements analysis; concept development; architecture design and alternatives analysis; software development and integration; system training; system maintenance; system operational support for both transportation and logistics management information systems; and command, control, communication, and intelligence systems. Work will also address assessments of current and projected information technologies and their applicability to operational and management support systems. Services will cover the spectrum from local microcomputer applications to large-scale, integrated worldwide systems. While one task may require skills and experience for full-scale, structured system development tied to a formal development methodology (e.g., Carnegie-Mellon Capability Maturity Model (CMM), ISO-9000), another may require skills and experience in applying cutting edge technologies in a rapid prototyping environment to assess potential operational improvements, identify risks, and evaluate the appropriateness for full-scale development and broad-scale deployment.

C.2 FUNCTIONAL SUB-AREAS OF WORK

The basic support sub-areas in the ISE functional area include:

- 1. System Frameworks**
- 2. Individual Information Systems Development**
- 3. Multiple Information Systems Integration**
- 4. Deployment**
- 5. Methodology and Technology Assessments and Support**

Task orders within the scope of this Statement of Work (SOW) may be issued in any of the above functional sub-areas. The Contractor shall provide the necessary personnel, facilities, service, equipment, and materials to perform those activities that are applicable to and called for specifically under each task order. The Volpe Center's client base requires that vendor teams offer capabilities, experience, and knowledge-sharing mechanisms relating to (1) existing technologies/methodologies that address current logistics and transportation issues and (2) cutting edge technologies/methodologies that show promise in transforming the transportation/logistics enterprise during the life of this contract.

1. **System Frameworks**

Under this sub-area, support will be provided in the formulation, execution, and management of strategic and tactical plans to assist sponsoring organizations in defining clear business goals and objectives, identifying risk factors and mitigation strategies, identifying and selecting appropriate information technology (IT) architectures, developing operational concepts, and aligning the use of IT with Departmental and/or Agency strategic goals and architectures. Such projects may require extensive, technology-supported collaboration among geographically dispersed participants. System framework activities will include but are not necessarily limited to the following areas.

a. **Strategic Planning**

When performed as an integral part of an ISE task, skills are frequently required to help sponsoring organizations address broad, long-term issues, and focus on critical functional capabilities regarding:

- The future business environment of the organization with respect to projected demand for current and new services and products.
- The alternative organizational, functional, and technical strategies for dealing with the environment and selection of one of them.
- The factors which will be critical to executing this strategy and successfully achieving new goals.
- The appropriate measures or indices of progress toward the new goals.
- How the organization can manage required changes and adapt its internal processes toward these goals.
- How information technology can enable and support all of the above.
- How to design and implement organizational processes to make and manage IT investments at the enterprise level.
- Approaches to the organizational implementation of selected IT investments with special focus on forming partnerships between IT and line business leaders.

- How to redesign business processes in advance of IT implementation.

b. Information System Architectures

In the life cycle evolution of ISE tasks, skills are required to help sponsoring organizations develop architecture plans (long range; i.e., 2-10 years, and near term) for information systems investments that conform to business goals, transform the organization, and meet client-acceptable risk levels. These architectures will provide help in understanding system components and their inter-relationships. The plans will be used for the analysis of existing systems and the synthesis of future systems. Architectures need to be reusable assets that can support the reuse of design and code components by standardizing interfaces, protocols, and functionality at a high level of abstraction. These architectures need to provide a basis to construct and maintain modules, subsystems, and systems in a predictable manner. Such plans may address enterprise models, data architectures, software applications architectures, and systems technology architectures. It may be necessary to:

- Inventory and describe the existing enterprise and architecture.
- Convert strategic business, organization, and technology visions into more specific future architectural alternatives for comparison and evaluation.
- Help select the most appropriate future architectures to meet business goals and provide a living, adaptive infrastructure.
- Develop transition and risk mitigation strategies to manage the change from the current situation to the selected future state so that technology serves as an enabler, not an inhibitor, for business change.
- Estimate the time and cost of making the transition.
- Define the relative priorities for investments within the selected alternative and utilize both standard and non-standard, emerging return on investment models to more accurately reflect technology and organizational risks during critical project phases of the alternative.

c. Project Planning

Skills are required to help sponsoring organizations define, initiate, and manage individual projects identified in or consistent with a "Strategic Information Systems Architecture Plan." Such projects may involve detailed definition of new/revised work systems (including process change and technology alternatives) as well as minimum critical requirements, systems performance analyses, deployment strategies, risk identification, mitigation analyses, and the like. An essential result of this phase is the decision whether or not to carry out the development of either technology change or work systems change or both and, if so, how to execute these changes (i.e., in series or in parallel). Examples of work include:

- Articulating the Information Resource Management (IRM) implications of an organization's strategic business plan.
- Formulating the details of a strategic IRM plan for a client organization; e.g., Department of Transportation logistics organization.
- Designing and facilitating strategic focusing sessions to determine critical areas of a client organization's (e.g., Department of Defense (DoD)) supply chain ordering and distribution process which could benefit from more effective information resource management.
- Formulating an overall information technology architecture plan for a major system (e.g., intelligent transportation systems (ITS) regional vehicle and highway management system).

2. Individual Information Systems Development

Under this sub-area, support will be provided in the definition and construction of specialized stand-alone systems and/or applications. These may be executive or management information systems, decision support systems, transaction processing systems, or command and control systems. System components can be commercial-off-the-shelf (COTS), non-developmental items (NDI), and/or custom-developed components. Capabilities are to be provided throughout the sequence of life cycle phases of information systems development. Systems development activities will include but are not necessarily limited to the following areas:

a. Functional Area Analysis

This work includes the gathering and documentation of system functional requirements, the detailed definition of entity relationships, functional and information flows within the enterprise and how they can be improved, process and organizational modeling, functional modeling and analysis, inventory of existing data stores, and a data dictionary containing data element definitions. These studies will involve detailed analysis of complex transportation and logistics systems.

b. Design of Information Systems and Work Systems

This involves the creation and evaluation of alternative approaches to the hardware, software, data, and work systems configurations that meet user and organizational needs. Designs will address data structures, process modeling, process automation, and user interfaces. Software and hardware specifications developed in accordance with applicable standards (e.g., MIL-STD-2167A, IEEE/EIA 12207.0-.2), along with general workflow specifications, would be primary products of this activity. Design may also be accomplished with rapid prototyping as part of an evolutionary development approach using tools of joint application development. In addition, detailed designs of functional processes and organization changes to accompany the technology design may be required. Designs will incorporate transportation and logistics information technology and reflect new ways of doing business enabled by information technology.

c. Social System Analysis

This involves the detailed definition of key unresolved issues related to the work systems to be automated, with particular attention to factors that influence employees' commitment and competence as well as overall coordination with respect to a new information system. For example, job satisfaction characteristics may need to be examined for a workforce to provide essential data to evaluate systems design options.

d. System Development and Implementation

This involves the development, integration, testing, and deployment of system components and the training of users. System documentation and the development and loading of the initial database would also occur in this phase of the life cycle. This may require the acquisition of system components for prototype development.

e. Initial System Operation and Maintenance

This involves the management and operation of system facilities and support of users during the initial operations. Configuration management, error correction, special system diagnostic support, performance improvement and capacity management are examples of activities under this phase. Other examples of work include:

- Development of projects involving real-time control of air traffic and the determination and display of the global position of key transportation vehicles or asset shipments.
- Development of prototype and proof-of-concept projects involving innovative technologies that improve infrastructure and operational efficiencies.
- Information system concept analyses and cost estimates for departmental and/or enterprise systems; e.g., telecommunications management systems, emergency response systems.
- Social system survey (conduct and analysis) in order to evaluate job characteristics among workforce likely to be affected by new systems technologies.
- Development of advanced integrated maintenance management systems incorporating automatic processing of built-in test recording information for major equipment with automated fault isolation and programmed repair instructions.
- Development of systems and processes for routing of Government cargo shipments over least-cost routes from point of order to destination in accordance with most recent tariffs and supported by automated transaction and billing.
- Analysis and development of systems processes and organizational approaches for the effective and efficient management of stock control and distribution within a complex logistics system.
- Development of models and simulations to support transportation and logistics studies (e.g., supply chain analyses and redesign, transportation system performance, and efficiency evaluations), network contingency planning and redesign, and traffic flow analysis.

3. Multiple Information Systems Integration

In this sub-area, support will be provided in the integration of existing and proposed information systems. This support may be applied within a large complex system development effort or across many such systems. This support may also cut across transportation modalities and involve COTS, NDI, and/or custom-developed components. Integration may evolve over time during the migration from the existing systems infrastructure to the proposed systems architecture. Integration activities will include but are not necessarily limited to:

a. Technical Integration

The analysis, design, development, and implementation of compatible logical and physical interfaces between systems or subsystems, including interconnective local and wide area network systems.

b. Functional Integration

The analysis, design, development, and implementation of compatible functional interfaces between or among the functions performed on separate systems or within major modules.

c. Organizational Integration

The analysis, design, development and implementation of structural changes in organizational systems that encourage coordination and cooperation among multiple units with benefits to gain from technical or functional integration.

d. Data Integration

The reconciliation of semantically and structurally inconsistent information and data element definitions.

e. Programmatic Integration

The planning and coordination of schedules, funding, and resource allocations among systems or subsystems to be integrated. Examples of work include:

- Support to strategic planning and integration of major functional and organizational elements of large-scale logistics systems as part of the modernization of supporting information systems to reduce the real economic cost of transportation; enhancing the delivery of people, goods, and services; improving system reliability; and increasing information availability about intermodal connectivity.

- Support to the development, integration, and deployment of major functional and organizational elements of command, control, communications, and information systems for the ITS initiative.
- Incorporation of aviation safety operations and analysis applications/tools into an integrated safety monitoring information system.
- Analysis, conversion, and assimilation of data from a variety of disparate transportation databases into a multi-modal database with consistent data definitions.

4. Deployment

In this sub-area, support will be provided in the integration and deployment of existing and proposed information systems. This support may be applied within a large complex system development or across many such systems. Integration may evolve over time during the migration from the existing systems infrastructure to the proposed systems architecture. Activities will include but are not necessarily limited to:

- Integration, installation and configuration of hardware and networks.
- Integration, installation and configuration of software applications, including COTS products and internally developed products.
- Preparation and presentation of training sessions and workshops sponsored by the Volpe Center. These training activities may include process workflow, policy, and application training.

5. Methodology and Technology Assessments and Support

In this sub-area, in addition to specific project assistance, support is also sought in the assessment of new system development methodologies and tools as well as new software and hardware for use in future system designs. Activities will include but are not necessarily limited to:

a. Information System Development (ISD) Methodology Assessment

New and improved approaches to information strategic planning, return-on-investment analysis, and systems development and integration are becoming available as a result of research and the availability of more powerful equipment and software and group facilitation methods. Assessment and evaluation of these new developments represent an essential capability within this area.

b. Technology Assessment

The emergence of new computer equipment and peripherals, enterprise communications systems, new operating systems, applications software, and other technologies (e.g., electronic commerce, object technology, smart cards, plus technologies such as those highlighted in the Special Emphasis Areas in C.3 below), require assessment and evaluation of new products and methods of technology application. The Volpe Center could require support in these evaluation processes concerning technology directions relevant to Center projects.

c. Standards Assessment

The avoidance of dead-ended system configurations requires the assessment of and adherence to a wide variety of standards that relate to information systems such as the digital interchange of text, image, and data; general purpose, multi-user operating systems; and digital communications. The Volpe Center may require support to interpret and apply existing and emerging standards. The Center may also require analysis and documentation to support the its role as a participant in standards development.

d. Methodology Application and Software Process Improvement

The Volpe Center may require support in its efforts to improve the awareness of and capability to apply particular ISD methodologies or to apply the guidelines of industry-wide standards such as ISO-9000 or the Software Engineering Institute's CMM. This may entail preparation of project plans and documents that follow designated methodologies or standards, the preparation of such documents as tailored process guidelines and software process improvement plans, or working with Volpe Center software development projects toward achieving ISO or CMM compliance.

C.3 SPECIAL EMPHASIS AREAS

The following are several areas of special emphasis that are representative of recent and projected ISE tasks.

a. Information Systems Security

Work within this area is expected to concentrate on the evaluation, design, testing, training, and improvement of information systems security. This work could include the following types of activities:

- Analysis and evaluation of information systems, subsystems, components, and techniques to determine security requirements and/or effectiveness. This would include assessments of vulnerability, countermeasures, software security techniques, encryption techniques and devices, dial-up access systems, port protection and call-back devices, secure modems, and protocol converters.
- Development and assessment of techniques and tools to increase the security of information systems such as software development tools, prototypes of protocols, multi-security level data bases, secure networks and communications, and data and message authentication algorithms.
- Investigation and analysis of cyber security issues, including signal interference, SCADA override, hacking, etc.
- Analysis and development of information systems risk management and business continuity plans.

b. Networking and Communications (National and International Standards)

Digital communications technology is rapidly increasing in power and flexibility. As a result, demand for easier, faster, and higher capacity inter-computer communications is growing with it. Tasks in this area may include:

- Analysis of communications capacity requirements.
- Comparative evaluation of alternative approaches to networking existing systems.
- Testing of protocol conversion devices.
- Implementing a selected communication design.

- Implementing, maintaining and trouble shooting inter and intra networks.
- Analysis, design, and implementation of a Virtual Private Network.

c. Information Distribution and Warehousing

Projects at the Volpe Center increasingly deal with the storage and dissemination of large quantities of data. Under this area, technical support is needed to determine the application of new technologies and concepts related to both logistics and transportation systems. This may include such tasks as:

- Analysis, design, and implementation of web-enabled distribution and collection of information.
- Analysis, design, and implementation of Knowledge Management Capabilities (e.g., indexing and retrieval systems).
- Analysis, design, and implementation of information mapping and graphics.

d. Artificial Intelligence (AI)/Expert Systems

Projects at the Volpe Center are increasingly considering the application of AI as a means of meeting project requirements. Expert systems, voice recognition, semantic inference, virtual reality, and robotics capabilities are in greater and greater demand. In this area, technical support is needed to determine the feasibility of utilizing AI approaches in applications related to information systems design, development, and implementation. This may include such tasks as:

- Integrating computer-aided design (CAD), computer-aided manufacturing (CAM), and expert system concepts into on-line and interactive equipment maintenance and repair systems.
- Applying AI techniques to computer-aided training to provide an effective and flexible tool for applications such as deployment of the Federal Aviation Administration's (FAA) next-generation air traffic control system.
- Developing scheduling tools for agencies that have transportation fleet and logistics management applications.
- Developing an on-line expert system to answer questions of first responders to a transportation accident involving hazardous materials.

- Developing logistics support tools such as expert systems for design, assembly, deployment, and maintenance of remote sensors and radar.
- Creating natural language retrieval systems for very large, full text databases used to specify, manage, and document large engineering projects, such as those undertaken by the FAA and the DoD.

e. Distributed Databases

The geographical disaggregation of information is essential to large organizations like the FAA, the DoD, and the U.S. Coast Guard. Database technology is approaching the capability of providing full database services over a dispersed heterogeneous network of computers. As this technology becomes available, its application to projects will be a high priority. Potential tasks in this area include:

- Comparative evaluation of existing Distributed Database Management System (DDBMS) products.
- Assessment of implemented DDBMS products for occurrence of deadlocks, ability to process or roll back incomplete interrupted transactions, and transaction capacity limits.
- Application of DDBMS products in the design and development of a distributed system.

f. Geographic Information Systems (GIS)

GIS are special types of computerized database management systems in which databases and their attributes are related to one another based on a common set of geographic coordinates. This relationship allows the user to make queries and selections of records based on geographic proximity in addition to their attribute values. An increasing number of projects at the Volpe Center are using GIS as platforms for managing data and displaying the results of transportation analyses. In this area, professional technical support is needed to apply GIS technology in the development of transportation analysis procedures. This may include such tasks as:

- Evaluating current GIS technology and products as to their suitability for specific transportation applications.
- Developing customized decision support systems based on a GIS software platform.

- Modifying existing GIS software to incorporate a specific transportation analysis procedure.
- Developing GIS-compatible spatial databases.
- Providing training and technical support in the use of specific GIS software.

g. **Software Application Approach**

There are multiple types of application development efforts occurring at the Volpe Center ranging from software migration, software integration (legacy and new application), and new application development. The application approach used needs to incorporate forward looking methodologies. The tasking in this area may require some of the following activities:

- Application of Object-Oriented Methodologies to make viable such features as reusable architecture, data structures, code and graphical user interface (GUI) with proper object-oriented organization and implementation.
- Development and implementation of two-, three-, and four-tier architectures. Three-tier architectures are typically split into three tiers with applications partitioned across a distributed architecture based on performance needs, ease of development considerations, and network consideration. Four-tier architectures include client, business logic, data tier, and a fourth tier that manages web facilities.
- Application of component middleware to support the building of complex component-oriented systems by providing component coordination
- Application of component object modeling for the linking of models that avoids the current difficulties with sharing and reusing model components through source code. COM and CORBA are but two tools in this area.
- Development of enterprise resource plans. These may include human factor characteristics such as style, ease of use, visual and kinesthetic conventions, innovative features, etc. and performance characteristics such as utility, cost, efficiency, compatibility, flexibility, etc.
- Development and implementation of graphic displays, user interfaces, and web browsers. Graphic displays will incorporate features such as windowing; integration of graphics, text, video and other media; high resolution, large screen displays; 3-D graphics; etc.

- System deployment covering all of the activities performed after a software system has been developed. System deployment covers all post-development activities such as configuring, releasing, installing, updating, adapting, reconfiguring, hardware installation, LAN/WAN installations, and even de-installing a software system.
- Analysis, design and implementation of software training and documentation. Some examples of the types of training that may be used are interactive training, on-line help, web-based training, self-paced training, and job aids.

h. Project Management and Control

For any type of ISE activity, and particularly for system design, a detailed project management plan must be formulated. The management approach and control mechanisms must be tailored to the development methodology chosen and must comply with the formal requirements of Volpe Center clients. The management approach must establish a framework for coordinating the activities and results of multi-disciplinary teams. Support is required to:

- Develop project management plans.
- Establish control procedures and management tools.
- Implement plans and procedures for ISE activities. Typically, this will require the preparation of a Software Development Plan in accordance with an accepted guideline, e.g., Software Engineering Institute's CMM Level 2.
- Evaluate plans and procedures that are in use on agencies' ISE projects and recommend improvements.

i. Applied Behavioral Science

Frequently, support must encompass not only the skills associated with the systems hardware and software technology, but also the applied behavioral science skills required to:

- Help the organization achieve consensus on broad business strategies and information resource management plans.
- Design and implement new or re-thought work systems processes that support business strategies and become the basis for introducing new technologies.

- Develop and maintain the organization's commitment to make the information system investments and functional work systems changes successful.
- As an integral part of a task, plan and conduct workshops, conferences and training courses sponsored by the Volpe Center, and disseminate technical information developed under that task.

C.4 REQUIRED SKILLS

Successful performance on tasks issued in the ISE functional area may require specialized skills in a broad range of disciplines, including but not limited to engineering (e.g., mechanical, environmental, electronic, etc.), logistics, and the physical and behavioral sciences. The primary skill requirements of the ISE functional area focus on the following disciplines:

- Computer systems analysts
- Computer systems hardware engineers
- Computer systems software engineers
- Operations research analysts

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:

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

SECTION E -INSPECTION AND ACCEPTANCE

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

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

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-02	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)
52.246-03	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	(APR 1984)
52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an 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.

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

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

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

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order ¹	(AUG 1989)
52.242-15	Stop-Work Order Alternate I ²	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)
52.247-55	F.O.B. Point For Delivery of Government-Furnished Property	(APR 1984)

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 1999)

- A. The ordering period of this contract is five years from the effective date of award (See Section I, FAR 52,216-18, Ordering). The Contractor Shall not be required to make deliveries under this contract beyond six years from date of award. (See Section I, FAR 52.216-22).
- B. The period of performance, deliverables, and milestones shall be specified in each task order.

F.3 DELIVERIES

Delivery of supplies, services, written documents, etc.(including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant CO and/or designated CO's Technical Representative (COTR) as specified in the task order.

¹ Applicable to fixed price task orders

² Applicable to cost reimbursement task orders

F.4 CONTRACT PROGRESS REPORT (MAY 1999)

A. A Contractor who has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the CO or his designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain 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 potential task order amount (including options);
- e. Key milestones (including date of first and last deliverable);
- f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
- g. Type of task order (i.e., FFP, CPFF, CPAF); and
- h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.

(2) A listing of all ongoing task orders (excluding those from paragraph 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;
- e. Estimated percentage of work yet to be completed on the task order; Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
- f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.

(3) A listing of all completed task orders, including:

- a. Task order number and date of issuance;
- b. Number and value of modifications issued for the task order;
- c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
- d. Total dollar amount of task order, including modifications;
- e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
- f. Any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
- g. Status of performance evaluation comments.

(4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.

D. Any data submitted in response to paragraphs (A) through (C) above, along with other relevant information, may be included in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 1999)

A monthly progress report shall be submitted for each task order. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
- C. Detailed technical description of the work planned for the next reporting period.
- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
- E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.6 MONTHLY TASK ORDER COST REPORTS (MAY 1999)

Monthly cost reports will be submitted by the Contractor, except for fixed-price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. 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. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for 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 may require that the report be submitted in a designated format.

F.7 TECHNICAL REPORTS - TASK ORDER CONTRACTS (DEC 1999)

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 COTR or Task Order COTR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Contract Progress Report:

1 copy CO or Administrative CO (ACO)
1 copy COTR

B. Monthly Task Order Progress Reports:

1 copy CO/ACO
1 copy COTR
1 copy Task Order COTR (TOCOTR)

C. Monthly task order Cost Reports:

1 copy CO/ACO
1 copy COTR
1 copy TOCOTR

D. Technical Reports

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

F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

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

F.10 RIGHTS IN DATA (DEC 1998)

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

F.11 WARRANTIES (MAY 1999)

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

F.12 LICENSES (MAY 1999)

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

F.13 PLACE OF CONTRACT PERFORMANCE

Performance in or use of Government facilities by the Contractor is not authorized under this contract without the prior approval of the CO. This approval will be in the form of a modification to the contract or task order.

SECTION G

CONTRACT ADMINISTRATION DATA

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

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

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

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

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

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

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

The CO, the ACO, the COTR, and the TOCOTR are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

G.3 ORDERING (MAY 1999)

A. The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347 or an agency prescribed form, by mail, facsimile, or electronically. In addition to the CO, the following individuals are authorized ordering officers:

Designated Administrative COs

B. A Standard Form 30 will be used to modify task orders.

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

D. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price-task order, set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds 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.

E. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (DEC 1998)

A. All Contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:

- (1)The Government's need for the services or property ordered is of such unusual urgency that providing such opportunity to all Contractors would result in unacceptable delays in fulfilling that need;
- (2)Only one Contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;
- (3)The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (4)It is necessary to place the order with a particular Contractor in order to satisfy a minimum order; or
- (5)It is necessary to limit competition to meet preference program goals.

B. Unless the procedures in paragraph (A) are used for awarding individual orders, multiple award Contractors will be provided a fair opportunity to be considered for each order using the following procedures:

- (1)The Government will examine existing information already in the Government's possession such as awardee's original proposal and proposals in response to task order Requests for Proposal (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. As work proceeds under this contract, past performance report records submitted with the original proposal will be de-emphasized in favor of past performance reports received on task orders performed under this contract. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.
- (2)Once the Government determines which awardees will be asked to submit a proposal for the requirement, the CO may contact Contractors to identify resource availability and price/cost for well-defined tasks. The CO may issue written requests to the Contractors requesting the submission of written and/or oral or videotaped technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.

- (3) A written cost proposal will always be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price for all resources required to accomplish the task (i.e., labor hours, rates, travel, incidental equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the Offeror customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the Contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the base contract must also be justified. Both "sanitized" and "unsanitized" cost proposals will be required. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs.
- (4) Offerors who are not small businesses shall submit a Small Business and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan for each task order equal to or exceeding \$500,000. For those Offerors that have an approved Master Subcontracting Plan under the contract, only subcontracting information relating to the particular task order will be required. The subcontracting plan submitted must be acceptable to the CO in order for a Contractor to be considered for award of a task.
- (5) Each RFP will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria which will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) applicable Representations, Certifications, and Other Statements of Offerors; and (g) any other relevant instructions to the Contractor.

- (6) Upon receipt of a Request for Proposal (RFP), the Contractor may submit an offer to the CO which must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
- (7) The method of evaluation and selection of an awardee for a task order will be identified in the RFP. Selection methods may include award to lowest evaluated cost/technically acceptable offer or the highest composite technical/price score. The method of evaluation, weighting, and selection will be described in individual task order solicitations.
- (8) The Government shall have the right to select the Contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers at the CO's discretion.
- (9) If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.215-70, Section I.
- (10) The Government may debrief unsuccessful Offerors on a task order RFP. Requests must be made within five (5) days of the notice of award for a specific task order. Based upon the extent/complexity of a specific task order, the Government shall decide whether a debriefing will be held and, if so, what form the debriefing will take (e.g., meeting, letter, teleconference, etc.).

G.5 TASK ORDER OMBUDSMAN (MAY 1999)

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Research and Special Programs Administration, 400 7th Street SW, Washington, DC 20590, Attn: DMA-1. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.6 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.7 PAYMENT AND CONSIDERATION (MAY 1999)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order, and on the socio-economic status of the firm performing the task order. Specific clauses to be used in each case are provided below.

A. The following clause is applicable to Fixed-Price task orders:

CONSIDERATION - FIXED PRICE

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

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

CONSIDERATION - COST-PLUS-FIXED-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

C. The following clauses are applicable to Cost-Plus-Award-Fee task orders:

CONSIDERATION - COST-PLUS-AWARD-FEE

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

- (2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.
- (4) The award fee provided for in this task order is \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) and is subject to the terms of the "Determination of Award Fee" AND "Distribution of Award Fee" clauses, (see Section I). The estimated cost, base fee, and available award fee are as follows:

Estimated Cost:	\$ (TO BE COMPLETED)
Base Fee:	\$ 0
Available Award Fee:	\$ (TO BE COMPLETED)
Maximum Available CPAF:	\$ (TO BE COMPLETED)

- (5) The amount of the award fee shall be based on a subjective evaluation by the Government of the quality of the Contractor's performance judged in light of the nature of the work involved and any other factors that are considered relevant to the determination in accordance with the "Performance Plan" clause (see Section I). This evaluation will be based on the past performance evaluation conducted on all tasks using the Contractor Performance Report. The following criteria apply to each of the five performance ratings below:

EXCEPTIONAL PERFORMANCE (100 Percent)

The Contractor's contribution in the performance of the task is absolutely essential to the overall effort and far exceeds the contribution normally expected. Most importantly, within the scope and cost of the task order, the work is performed so expertly and thoroughly that a new dimension is added to the original requirement. Resulting deliverables are always provided on time or ahead of schedule, on or under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a totally proficient and effective manner so as to maximize both the Government's return on investment and the Contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The Contractor displays quality management, including identification of and statistical process control for critical processes, and subcontractor involvement in continuous process improvement.

GOOD PERFORMANCE (85 Percent)

The Contractor's contribution in the performance of the task is a great asset to the overall effort and often exceeds the contribution normally expected. Within the scope and cost of the task order, work is performed with great technical skill and meets or occasionally exceeds the requirements of the task. The resulting deliverables are always of high quality, provided on or occasionally ahead of schedule and within cost estimates. Substantial innovative thought and interaction between tasks is often evident. Subcontracting goals are met in all categories and exceeded in some of those categories.

SATISFACTORY PERFORMANCE (70 Percent)

The Contractor's contribution in the performance of the task is a solid asset to the overall effort and is commensurate with the amount of contribution expected. Work is performed in a professional and thorough manner and deliverables meet all contract requirements. Some deliverables may be delivered ahead of schedule while others may experience slight delays; however, overall the contract schedule is met. Some creativity and innovative thought is demonstrated in the delivery of work. Cost and personnel performance are fully acceptable and any deviations are within what would be expected of an effective and professional execution of a technical support effort. Subcontracting goals are met in all categories.

MINIMALLY ACCEPTABLE PERFORMANCE (40 Percent)

The Contractor's contribution in the performance of the task, although evident in the execution of the overall effort, is below that contribution normally expected for such an effort. Work is completed; however, additional Government assistance and direction is required to ensure completion. The resulting deliverables are often provided on schedule; however, some delays are experienced and deliverables occasionally require correction or resubmission prior to acceptance. Some cost deviations of significant proportions may have occurred in conjunction with the re-submissions and delays. Subcontracting goals are not met. Overall management of technical effort and personnel is less than what would be expected of a completely satisfactory effort.

UNSATISFACTORY (0 Percent)

Performance failed to satisfy the minimum contract or task requirements, technical or otherwise.

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAY 1999)

One original and five copies of an invoice or contract financing requests or invoices shall be submitted, covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract-level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract-level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. *NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.*

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

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
- (2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
- (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rates determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 1999)

The Government will issue term-type 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 on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the task order. Direct professional labor hours include only the labor categories specified for the task order such as engineers, scientists, technicians, statisticians, and programmers, and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

- (1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level-of-effort specified in the task order has been expended. If fewer direct labor hours are provided than set forth in the task order, the fee will be adjusted downward for each hour not provided.
- (2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90 percent of the level-of-effort specified in the task order has been expended. If the Contractor provides less than 90 percent of the level-of-effort specified in the task order, the fixed fee will be adjusted downward based on each hour not provided of the full level-of-effort specified. The Government may require the Contractor to provide additional effort up to 110 percent of the level-of-effort specified in the task order until the estimated cost has been reached without any increase in the fixed-fee.

If a 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 for completion-type tasks. 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.10 PERFORMANCE EVALUATIONS

Performance evaluations shall be carried out for each completed task order over \$500,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

The CO or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.11 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for 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.12 COST ACCOUNTING SYSTEMS (MAY 1999)

Cost Accounting System

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

Task Order Proposal Preparation Cost

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

Uncompensated Overtime

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

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

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

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

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

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

Prime Contractor Workweek

Prime Contractor: _____

Division: _____

Task order Labor Category	Total <u>Hours</u>	Compensated <u>Hours</u>	Uncompensated <u>Hours</u>
------------------------------	-----------------------	-----------------------------	-------------------------------

Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task order Labor Category	Total <u>Hours</u>	Compensated <u>Hours</u>	Uncompensated <u>Hours</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.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES

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

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

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

H.2 GPO PRINTING REQUIREMENT

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

H.3 SALES TAX EXEMPTION (MAY 1999)

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

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

H.4 INCIDENTAL HARDWARE/SOFTWARE

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 issued or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.5 LEVEL-OF-EFFORT NOTIFICATION

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

- (1)The level-of-effort that the Contractor expects to incur under any term-type task in the next 30 days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level established for that task order;
- (2)The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

Either the "Limitation of 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.6 HANDLING OF DATA (MAY 1999)

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

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

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

Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further 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, which 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 as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

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

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

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) have been 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" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS

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 contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy

increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the CO for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

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

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

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

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

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.8 INCREMENTAL FUNDING OF TASK ORDERS

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:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
- (2) The estimated level-of-effort applicable to the incremental funding provided herein is_____ professional labor-hours.
- (3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

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

H.9 INSURANCE

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

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

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

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

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

H.10 MAXIMUM FEE/PROFIT

Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee can not exceed an amount that is the sum of (1) --- percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) --- percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.*** For term type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.

Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a cost-plus-award-fee contractual arrangement and the nature of the work in the task order. In accordance with Paragraph G.7, Payment and Consideration, the base fee shall be --- percent. The proposed award fee available under the task order can not exceed an amount that is the sum of (1) --- percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) --- percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

For non-competitive task orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price cannot exceed an amount that is the sum of (1) --- percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) --- percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and ODCs such as travel incurred by the prime Contractor, computer usage charges, and postage.

*** Generally equipment, materials, subcontracts, and any indirect cost applied and ODCs such as subcontract administration.

H.11 SUBCONTRACT APPROVAL

The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan, or for small business firms the Contractor originally proposed as subcontractors.

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 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75 percent (labor hours) of the Contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.12 SECURITY CLEARANCE

Some task orders may require access to classified information. The Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award. The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.13 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements, or the preparation of specifications, for various systems, equipment, hardware, and/or software. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

- (1) The Contractor shall 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 advance procurement information which has not been made generally available to other persons or firms.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or SOW.
- (3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.
- (4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the 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.

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 for work which is the same or similar to work performed under this contract.

The term "Contractor" as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.

The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

The exclusions contained in this clause shall apply for the duration of each task order and for two (2) years after completion and acceptance of all work performed thereunder.

If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

This clause shall be incorporated into any subcontracts awarded under this contract unless the CO determines otherwise.

From time to time, the Volpe Center contracts for technical support services to be performed primarily onsite at the Volpe Center in Cambridge, Massachusetts. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that the onsite technical support services Contractors will have day-to-day involvement in Center projects that will provide them with advance, non-public information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the onsite support services contracts will be precluded from receiving another Volpe contract, either at the prime contract or subcontract level. This exclusion will also be set forth in the onsite support services contracts. Subcontractors to one of the onsite support services Contractors will not be per se excluded from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the onsite support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the onsite support services Contractors.

After award, teaming/subcontracting among Contractors competing at the task order level will not be allowed. Proposals involving such teaming arrangements will be eliminated from consideration.

H.14 CEILINGS³ (MAY 1999)

For the purpose of performance of this contract, allowable and reimbursable indirect expenses will be limited to the Indirect Rate Ceilings to be found in Section J of the resultant contract for the Contractor and the subcontractors listed therein. Billing rates shall be charged at actual costs up to those ceilings. In the event that final indirect rates are lower than these ceiling rates, the final rates shall apply. This provision in no way alters the provision of the clause entitled "Limitation of Funds."

³ To be included in Section J of contracts when applicable

H.15 YEAR 2000 COMPLIANCE

The Contractor shall ensure that each hardware, software, and firmware product ("product") delivered under this contract shall be Year 2000 compliant. This means being able to accurately process date/time data (including but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, the product, when used in combination with other Year 2000 compliant information technology, shall accurately process and exchange date/time data with it.

The Government will identify the existing technology with which the new technology will be used and specify whether it is Year 2000 compliant, on a task order basis.

H.16 GOVERNMENT RIGHTS IN "RESTRICTED SOFTWARE" ACQUIRED BY THE CONTRACTOR FOR DELIVERY TO THE GOVERNMENT

The Contractor shall assure that the Government obtains at least the rights set forth in the Restricted Rights Notice (JUN 1987) included in the contract's Rights in Data - General (JUN 1987) (Alternates I, II, III), FAR 52.227-14, in any software which is "restricted computer software" as that term is used in the Rights in Data - General (JUN 1987) clause of this contract, and which is acquired by the Contractor for delivery to the Government under this contract.

Further, the Contractor shall assure the Government obtains at least the rights set forth in FAR 52.227-19, Commercial Computer Software - Restricted Rights (JUN 1987), in any software which is "commercial computer software" as defined in that clause and which is acquired by the Contractor for delivery to the Government under this contract.

H.17 SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC, dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance; a simple, user-friendly program kit; and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 888-221-0045 or visit its website at www.trafficsafety.org.

SECTION I

CONTRACT CLAUSES

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

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

<http://www.dot.gov.ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS]	OCT 1997
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT 1997

52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING	OCT 1995

For the purposes of this clause the blank(s) are completed as follows:

(a) issued through five years from the date of contract award.

52.216-19	DELIVERY ORDER LIMITATIONS	OCT 1995
-----------	----------------------------	----------

For the purposes of this clause the blank(s) are completed as follows:

- (a) \$ 25,000
- (b)(1) \$10,000,000
- (b)(2) \$10,000,000
- (b)(3) Not Applicable
- (d) Not Applicable

52.216-22	INDEFINITE QUANTITY	OCT 1995
-----------	---------------------	----------

For the purpose of this clause the blank(s) are completed as follows:

(d) Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the ordering period.

52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 1989
----------	---	----------

For the purpose of this clause the blank is completed as follows:

- (c) six months

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUN 1999
52.219-9 ⁴	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-14 ⁵	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999

52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS & REPORTING	JAN 1999
-----------	---	----------

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	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999

⁴ Applicable to all firms other than small business concerns

⁵ Applicable when task order competition is limited to small business concerns

52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1998
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-3	BUY AMERICAN ACT - SUPPLIES	JAN 1994
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.225-18	EUROPEAN UNION SANCTION FOR END PRODUCTS	JAN 1996
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS & INDIAN OWNED ECONOMIC ENTERPRISES	MAY 1999
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA GENERAL ALTERNATES I, II, AND III	JUN 1987 JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE- RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
	"task order" is to be substituted for "Schedule" whenever that word appears in the clause.	
52.232-22	LIMITATION OF FUNDS	APR 1984
	"task order" is to be substituted for "Schedule" whenever that word appears in the clause.	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES Alternate I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES-FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	DEC 1989
52.245-19	GOVERNMENT PROPERTY FURNISHED AS IS	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG AIR COMMERCIAL VESSELS	JUN 1997
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-9	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

NUMBER	TITLE	DATE
1252.216-71	DETERMINATION OF AWARD FEE	OCT 1994
1252.216-73	DISTRIBUTION OF AWARD FEE *	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994

*Insert "see Paragraph G.7" in the blanks.

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

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

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

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.). 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

I.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

The personnel and/or facilities as specified below are considered essential to the work being performed here under 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 and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the CO reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the Contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

- (1) Program Manager: Dr. James E. O'Dell
- (2) To be specified under individual task orders

I.6 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994)

The Government shall, at the conclusion of each specified evaluation period(s), evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

It is agreed that the evaluation of Contractor performance shall be in accordance with a Performance Evaluation Plan and that the Contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 15 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.7 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

Note: The term "task order" shall be substituted for the word "contract" in the following clause.

A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor at contract award.

The criteria contained within the Performance Evaluation Plan may relate to: (1) technical (including schedule) requirements if appropriate; (2) management; and (3) cost.

The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

ATTACHMENT J.2 - VNTSC FORM 4200.7, PAST PERFORMANCE EVALUATION FORM

ATTACHMENT J.3 - SUBCONTRACTING PLAN

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

Senior Staff

Bachelor's degree plus ten (10) or more years of increasingly responsible professional experience in related disciplines and /or program areas, at least five (5) years of which must reflect extensive and in-depth experience in a technical sub-area of work specific to this SOW.

Middle Staff

Bachelor's degree plus five (5) or more years of increasingly responsible professional experience in related disciplines and/or program area, at least five (5) years of which must reflect extensive and in-depth experience in a technical sub-area of work specific to this SOW.

Staff

Bachelor's degree plus two (2) or more years of increasingly responsible professional experience in related disciplines and/or program area, at least two (2) years of which must reflect extensive and in-depth experience in a technical sub-area of work specific to this SOW.

Junior Staff

Bachelor's degree in a field of study directly related to the SOW functional area.

Documentation Clerk

Two (2) years of experience, at least one (1) year of which included typing/editing of technical and/or information systems documentation, routine input of data into computerized files, and use of computer applications such as word processing, spreadsheets, and databases.

Administrative Staff

Bachelor's degree plus one (1) year of increasingly responsible experience performing administrative support functions for information systems or similar, development projects, including, work status reporting, financial reporting, and project reporting.

Equivalence

A Ph.D. degree in a directly related discipline to this SOW may replace four (4) years of professional experience.

A Master's degree in a directly related discipline to this SOW may replace two (2) years of professional experience.

Three (3) years of progressively responsible work experience in a field directly related to this SOW may replace the Bachelor's degree requirement.

In addition, the Contractor may, at the task order level and on a case-by-case basis, offer to the CO a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

Labor Category	Years		Degree
	General Experience	Specific Experience	
Senior Staff	6	1 of the 6	Ph.D.
	8	3 of the 8	MS/MA/MBA
	10	5 of the 10	BS
Middle Staff	3	3 of the 3	MS/MA/MBA
	5	5 of the 5	BS
Staff	2	2 of the 2	BS
Junior Staff	0	0 of the 0	BS

ATTACHMENT J. 2 - PAST PERFORMANCE EVALUATION FORM

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION	
CONTRACTOR PERFORMANCE REPORT	
<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report From: _____ To: _____	
1. Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: \$ _____ (Base Plus Options) 4. Contract Award Date: _____ 5. Contract Completion Date: _____
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive	
7. Description of Requirement:	
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.	
a. Quality of Product/Service Comments:	0 1 2 3 4
b. Cost Control Comments:	0 1 2 3 4
c. Timeliness Comments:	0 1 2 3 4
d. Business Relations Comments:	0 1 2 3 4
e. Overall Satisfaction Rating Comments	0 1 2 3 4
SOURCE SELECTION INFORMATION - SEE FAR 3.104	

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.

Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

VNTSC F 4200.7

(5/96)

OPI:85

SOURCE SELECTION INFORMATION – SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
10. Would you recommend this firm for award? Please explain. 				
11. COTR/Program Manager/Tech Monitor Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 – Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 – Minimally Acceptable – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 – Satisfactory – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 – Good – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 – Exceptional – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs.

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

ATTACHMENT J. 3 - SUBCONTRACTING PLAN