

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER <input checked="" type="checkbox"/>	RATING	PAGE 1 OF 1 PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. DTRS57-99-D-00032	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY DOT/RSPA/VTSC 55 Broadway, Kendall Square Cambridge, MA 02142	CODE DTS-852	6. ADMINISTERED BY (If other than Item 6) DOT/RSPA/VTSC 55 Broadway, Kendall Square Cambridge, MA 02142	CODE DTS-852
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7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) ICF Incorporated 9300 Lee Highway Fairfax, VA 22031-1207	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT	

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 12
CODE	FACILITY CODE

11. SHIP TO/MARK FOR DOT/RSPA/VTSC 55 Broadway, Kendall Square Cambridge, MA 02142	CODE	12. PAYMENT WILL BE MADE BY DOT/RSPA/VTSC 55 Broadway, Kendall Square Cambridge, MA 02142	CODE DTS-823
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13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Technological capabilities and skills to support programmatic activities in the area of Operations, Research, and Analysis 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				

15G. TOTAL AMOUNT OF CONTRACT ▶ See Section B. Paragraph B.2

16. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
✓	A	SOLICITATION/CONTRACT FORM		✓	I	CONTRACT CLAUSES	
✓	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT		✓	J	LIST OF ATTACHMENTS	
✓	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
✓	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS	
✓	F	DELIVERIES OR PERFORMANCE				AND OTHER STATEMENTS OF OFFERORS	
✓	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
✓	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DTRS57-98-R-00017, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Edward R. Wirtanen
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19B. NAME OF CONTRACTOR <i>(Signature of person authorized to sign)</i>	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	20C. DATE SIGNED
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SESECTION 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 discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations. Performance-based task orders will be used to the maximum extent practicable.
- C. Individual cost-plus-fixed-fee task 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 SUBSECTION 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 fixed price, cost-plus-award-fee, cost-plus-fixed-fee completion, and cost-plus-fixed-fee term tasks. In general, these terms and conditions are clear on their face with regard to applicability. However, where unclear contract provisions that apply only to a certain type of contract will be differentiated, a task will be issued in only one type. Individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task.

B.2 CONTRACT LIMITATIONS

- A. Multiple Contract Awards: Seven contracts have been awarded under Volpe Center Solicitation DTRS-57-98-R-00017.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$45,600,000. 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

ITEM

NO. SERVICES

0001 Technological capabilities and skills to support programmatic activities in the area of Operations, Research, and Analysis 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/WORK STATEMENT

Transportation and Logistics OPERATIONS RESEARCH AND ANALYSIS (ORA) SERVICES

C.1 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center provides technical research and analysis services to the Department and other Federal agencies in connection with the transportation- and logistics-related components of their missions.

The Volpe Center is industrially funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and Contractor employees to meet the broad range and quantity of skills needed to support projects. Through task order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, long-range requirements of these technical programs by establishing a "pool" of easily accessed professional technical resources. This procurement will provide a broad range of research and analytical skills and high technology capabilities designed to meet Volpe Center programmatic requirements in the area of transportation and logistics operations research and analysis (ORA) services.

C.2 SCOPE OF WORK

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

There are six areas within transportation and logistics operations research and analysis:

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

2. **System and Policy Impacts:** Analysis of the impacts of transportation/logistics systems and policies.
4. **Industry Analysis:** Collection of transportation-related data and assessment of business and economic factors within the transportation industry.
5. **Improvement of Operational Performance:** Assessment and development of transportation/logistics systems and maintenance processes and procedures.
6. **Technological Advances:** Assessment of transportation/logistics technologies and research and development needs and policies.
7. **Strategic Framework:** Strategic planning and organizational structures and processes.

Each of these areas is described more fully in Part C.3 below.

When performed as an integral part of a broader task order, work may require the Contractor to plan and conduct workshops, conferences, and training courses sponsored by the Center and to disseminate technical information developed under that task order.

Successful performance on task orders requires specialized skills in a broad range of disciplines within the domain of transportation and logistics such as:

- Community/urban planning
- Economics and industry analysis
- Engineering (civil, environmental, mechanical, electrical, electronics, computer, industrial)
- Environmental science
- Logistics
- Mathematics/statistics
- Operations research
- Organization development and business process design
- Physical science
- Engineering psychology and human performance
- Simulation and modeling

C.3 FUNCTIONAL AREAS OF WORK

Task orders within the scope of this contract (Part C.2 above) may be issued in any of the following areas.

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

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

Work may involve analysis of (and/or development of systems which allow for the analysis of) transportation/logistics system issues such as supply and demand for services, infrastructure, vehicle performance, evaluation of one or multiple transportation modes, asset management, traffic flow and demographics, operator performance, fleet mix, safety, timeliness, cost, and other performance metrics.

Work in this area will require specialists knowledgeable of the transportation sector and its operations and skilled in the use of statistical analysis tools, modeling and simulation, linear and non-linear programming, queuing theory, network theory and analyses, financial/economic analysis, community and urban planning, human factors, and/or organization behavior.

Examples of potential tasks include:

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

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

This work area covers analyses of the impacts of the flow of people and goods and/or transportation/logistics systems and operations on society and the environment and the impact of government regulation on the transportation industry and enterprise. Work in this area may include safety and environmental impact and risk analyses of transportation/logistics systems and components as they relate to health and welfare, land and energy use, material consumption, noise, air quality, pollution, quality of life issues, and social objectives. The work may also include analyses of public policy options and their impact on domestic intermodal competition, international competitiveness, socio-economic policy, and/or environmental quality. Work under this area may

also include analyses of the impact of proposed public policy options or regulatory changes on private and public carriers, users, the transportation supply industry, and governments. Analyses may be at the macro or micro level.

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

Examples of potential tasks include:

- Assessment of impact of public transportation systems on the effectiveness of welfare-to-work initiatives.
- Analysis of risks associated with the transportation of hazardous materials, including high level radioactive materials, explosives, and specific chemicals.
- Technical assistance in support of environmental impact analyses.
- Studies of the propagation of hazardous chemical and biological agents in tunnels and transportation terminals.
- Evaluation of air quality assessment models which measure and analyze the relationship between vehicle choice, traffic levels and flows, emissions, etc. and estimate of the impacts on air quality and energy consumption.
- Evaluation of the impacts of proposed safety regulations on the automobile industry.

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

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

Work in this area will require specialists knowledgeable of the transportation industry and skilled in financial and economic analysis, analysis of business practices and organization behavior, marketing,

statistics/mathematics, information gathering/analysis/management/ dissemination, and industrial engineering and psychology.

Examples of potential tasks include:

- Identification, collection, analysis, and summary of transportation data for air-, land-, and marine-based transportation systems.
- Analysis of people/commodity flow information.
- Evaluation of alternatives for decreasing international air passenger data program costs.
- Development of statistically valid sampling and monitoring techniques for estimating transportation systems travel demand and traffic volume at local and national levels.
- Ridership and revenue forecasts.
- Preparation of detailed studies of the current and future financial condition of public carriers.
- Assessment of the feasibility and cost of implementing real time traffic monitoring.

4. Improvement of Operational Performance - Assessment and development of transportation/logistics systems and maintenance processes and procedures.

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

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

Examples of potential tasks include:

- Development of basic safety procedures for pilots and air traffic controllers.
- Routing and scheduling optimization.
- Capacity planning and modeling for airports.
- Analyzing maintenance and reliability of and developing modifications to overcome deficiencies.
- Systems operations optimization using institutional, organizational, and MIS configuration analyses.
- Development and refinement of fleet maintenance practices.
- Development of strategies/procedures and methods for use by environmental response personnel to prevent, detect, identify, and quantify discharges of hazardous chemicals with sufficient accuracy to make initial response decisions.
- Development of strategies to determine energy usage by government facilities and vehicles and methods to reduce this usage for compliance with international treaties and federal regulations.
- Development of strategies and methods to dispose of oil and hazardous chemicals which are recovered from spills and to monitor the progress of mitigation and clean-up efforts.
- Evaluation of operator fatigue, workload, and work scheduling.
- Development of operator performance metrics.

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

This area includes the application of theoretical and practical analysis techniques to the assessment of transportation/logistics-related technology. Work in this area will include the assessment and selection of appropriate technologies available to improve current transportation and logistics operations including vehicle, guideway, command and control, maintenance, supply, scheduling and distribution systems. The work may include technology forecasting, technology assessments, and cost-benefit studies, and knowledge of existing transportation/logistics practices and software. This area also covers the study and assessment of transportation research and development issues, programs, and activities for the purpose of making and furthering transportation public policy.

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

Examples of potential tasks include:

- Assessment of transportation research and development funding and identification of implications for achievement of public policy objectives.
- Development of a national transportation research and development agenda.
- Evaluation and analysis of federal technical initiatives such as advanced technologies in transit systems, intelligent highways, border-crossings, and traffic control systems.
- Evaluation of the congestion relief or increased throughput benefits expected from innovative technologies for air, highway, rail, and transit operations and their applicability for improving transportation operations.
- Assessment of the use of advanced vehicle location and position monitoring and other technologies in surface transportation, including GPS, radio tags, and smart cards.
- Application of advanced technologies to civil aviation, railroads, highway vehicles, maritime systems, or recreational boating.

6. Strategic Framework - Strategic planning and organizational structures and processes.

This area covers strategic transportation system planning. Tasks will take into account present systems and technologies, policy guidance concerning future system directions, system synthesis and analysis, and a number of economic, legal and management factors. In general, these efforts will assist top government officials in making decisions concerning the need for, timing of, and expected adequacy of proposed transportation/logistics systems and programs.

This task area also covers activities whose primary purpose is to develop groups and organizations in ways that increase their effectiveness. These organizational effectiveness activities may be in direct support of strategic planning initiatives or other organizational improvement efforts. Activities are focused at a variety of organizational levels and clients range from senior executives to "diagonal slice" work groups, and typically involve providing assistance to a client agency of the Volpe Center in one or more aspects of managing transitions from a current to a desired future state.

Work in this area will require specialists knowledgeable of the transportation industry and skilled in the methods and practices associated with organizational management and strategic planning, as well as theories of "total quality management," "action research," and "group and organizational systems dynamics."

Examples of potential tasks include:

- Performance of transportation planning and investment analysis of any mode of transportation---air, highway, transit, rail, water, pipeline---both urban and inter-urban.
- The design and development of interactive approaches to strategic focusing that enable employees of an organization to articulate their vision, mission, values, goals, objectives, and strategies for the mid-and long-term (3-5 years and beyond).
- Analyses of environmental trends (e.g., political, regulatory, management, technological, industry) that could affect the extent to which organizational purposes and structures may need to change; recommend procedures for clients to conduct such analyses on a regular basis.
- Assistance in developing performance measures designed to guide managers in the achievement of their strategic goals and objectives (e.g., conduct analyses).
- The design and conduct of team building efforts for project teams, intact work groups (Senior Executives and below), operational units or diagonal slices of an organization.
- When performed as an integral part of a task order covering organizational assessments/studies, the design and implementation of educational sessions that develop and improve understanding and competence. The focus of such educational sessions may include topics such as: leadership, managing diversity, empowerment, total quality, authority, facilitation, negotiation, mediation, conflict resolution, and culture.
- When performed as an integral part of a task order covering organizational assessments/studies, the collection and analysis of data related to human resource systems (e.g., compensation, staffing, career development, appraisal, employee relations, training) and recommendations and assistance in the implementation of appropriate actions.
- Analysis of the need for privatization or outsourcing of agency activities that may fall outside of the agencies' transportation and logistics functions core competencies. These analyses will focus on organization mission analysis, gap analysis of mission effectiveness and resource requirements, identification of private sector providers for non-mission-critical elements, and cost-benefit tradeoff analyses for outsourcing to the private sector.

SECTION D

PACKAGING AND MARKING

D.1 General

The following paragraphs shall be applicable to all task orders issued under this contract unless otherwise specified by an individual task order. Additional requirements may be specified in each task order.

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid.

D.3 Packaging

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.4 Marking

Containers shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER;
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 Clauses Incorporated by Reference FEB 1998)

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 Contracting Officer 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

- A. The Government will review and verify that all deliverables associated with a task order issued under this contract fulfill the requirements and standards stated in this contract and in the associated task order.
- B. 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.
- C. 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 Contracting Officer or designee.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<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)

F.2 CONTRACT PERIOD OF PERFORMANCE

- 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 Contracting Officer and/or designated Contracting Officer's Technical Representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORT

- 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 Contracting Officer 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 Applicable to fixed price task orders
² Applicable to cost reimbursement task orders

- (2) 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 (1) above) including:
 - a. task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - d. Estimated percentage of work yet to be completed on the task order;
 - e. 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. The data required in paragraphs (A) through (C) above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS

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

Monthly cost reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly cumulative (1) direct labor hours by categories including subcontract hours, and (2) elements of cost by direct labor dollars, overhead, other direct costs, etc., which have been incurred and/or committed. In these reports, the Contractor shall also provide its current assessment of its ability to complete 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 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 Contracting Officer's Technical Representative (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

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 Contracting Officer or Administrative Contracting Officer(ACO)
- 1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly task order Progress Reports:

- 1 copy ACO
- 1 copy COTR
- 1 copy task order COTR

C. Monthly task order Cost Reports:

- 1 copy ACO
- 1 copy COTR
- 1 copy task order COTR

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

The Contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the Contracting Officer 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

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 Contracting Officer when granting permission claim to copyright as required by FAR 52.227-14(c).

F.11 WARRANTIES

With respect to equipment or supplies acquired under this contract, 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

With respect to any computer software, databases, or other licensed product acquired under this contract, 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 Contracting Officer. This approval will be in the form of a modification to the contract or task.

SECTION G

CONTRACT ADMINISTRATION DATA

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

- A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five 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 Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

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 Contracting Officer (ACO) may be designated by the Contracting Officer. 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

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

G.3 ORDERING

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

Designated Administrative Contracting Officers

- B. A Standard Form 30 will be used to modify task orders.
- C. An authorized company officer of 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

- 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 Contracting Officer may contact Contractors to identify resource availability and price/cost for well-defined tasks. The Contracting Officer 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 Contracting Officer. Offerors shall also provide an explanation of any significant difference (10% 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 Contracting Officer in order for a Contractor to be considered for award of a task.
- (5) Each request for proposal 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 time frame for submission of the offer; and (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 Contracting Officer 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 request for proposal. 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, in the Contracting Officer'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

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142-1093, Attn: DTS-2. 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

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

G.7 PAYMENT AND CONSIDERATION

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 will be used to determine the five (5) performance ratings:

EXCEPTIONAL PERFORMANCE (100%)

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%)

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%)

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%)

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%)

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

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS

- A. 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.*
- B. 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 element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by labor category as set forth in the contract or task. Other direct costs must be identified, e.g., travel, per diem, material, and equipment. The charges for subcontracts shall be detailed in a supporting schedule showing the major cost elements for each subcontract.

- (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 period as the monthly progress report. 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 payment request.
- (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 utilized by the Contractor for cost reimbursement.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE

- A.** 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.
- B.** 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.
 - (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% of the level of effort specified in the task order has been expended. If the Contractor provides less than 90% 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. If the Contractor has provided 100% of the level of effort specified in the task order and the cost incurred is below the estimated cost, the Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the task order until the estimated cost has been reached. However, this additional effort shall not result in any increase in the fixed fee.
- C.** 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 Contracting Officer 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 Contracting Officer's determination of the percentage of completion of the specified end product(s).

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

G.10 PERFORMANCE EVALUATIONS

A. Performance evaluations shall be done for each completed task order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. 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.)

B. The Contracting Officer 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

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

A. Cost Accounting System

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

B. 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.

C. 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 utilize 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 Contracting Officer'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>
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Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task order Labor Category	Total <u>Hours</u>	Compensated <u>Hours</u>	Uncompensated <u>Hours</u>
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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 Contracting Officer 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 Contracting Officer 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 his 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

- A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- C. 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

- A. 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.

- B. 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 CONFERENCES

The Contracting Officer, or his duly authorized representative, may hold a conference from time to time as deemed necessary to discuss any phase of performance under a task. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

H.5 INCIDENTAL HARDWARE/SOFTWARE

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

H.6 LEVEL OF EFFORT NOTIFICATION

- A. The Contractor shall notify the Administrative Contracting Officer 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% 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.
- B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in

this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.7 HANDLING OF DATA

- A. 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 Contracting Officer, 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.
- B. 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 Contracting Officer 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.
- C. 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 Contracting Officer promptly after award.

- D. 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.
- E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer 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 Contracting Officer timely written advance notice of these and any other extenuating circumstances.
- F. Except as the Contracting Officer 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 Contracting Officer. 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 Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- G. 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.
- H. 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.8 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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.9 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 form 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.10 INSURANCE

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

- A. 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.
- B. 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 Contracting Officer 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 Administrative Contracting Officer's prior approval.
- C. A certificate of each policy of insurance shall be furnished to the Contracting Officer 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 Contracting Officer.

H.11 MAXIMUM FEE/PROFIT

- A. 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.
- B. 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 --. 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.***

- C. For noncompetitive 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 other direct cost such as travel incurred by the prime Contractor, computer usage charges, and postage.

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

H.12 SUBCONTRACT APPROVAL

- A. The Contractor's subcontracting plan dated November 9, 1998 in support of this Contract, is hereby approved and incorporated herein. 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.
- B. Since this is 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.
- C. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR clause 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 Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75% (labor hours) of

the Contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.13 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.14 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

- A. 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 Statement of Work.
 - (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.
- B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.
- C. 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.

- D. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.
- E. 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.
- F. 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.
- G. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.
- H. From time to time, the Center contracts for technical support services to be performed primarily on-site at the Center in Cambridge, MA. 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 on-site 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 on-site 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 on-site support services contracts. Subcontractors to one of the on-site 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 on-site support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the on-site support services Contractors.
- I. 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.15 CEILINGS³

For the purpose of performance of this contract, allowable and reimbursable indirect expenses will be limited to the Indirect Rate Ceilings found in Section J 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

³ To be included in Section J of contracts when applicable

these ceiling rates, the final rates shall apply. This provision in no way alters the provision of the clause entitled "Limitation of Funds."

H.16 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.17 SECURITY UNDER DEPARTMENT OF ENERGY SPONSORED WORK

(a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).

(j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.18 CLASSIFICATION/DECLASSIFICATION UNDER DEPARTMENT OF ENERGY SPONSORED WORK

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of

Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

H.19 SENSITIVE FOREIGN NATIONS CONTROLS

(a) In connection with any activities sponsored by the Department of Energy in the performance of this contract, the Contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements, relating to those countries, which may from time to time, be identified to the Contractor by written notice as sensitive foreign nations. The Contractor shall have the right to terminate its performance under applicable task orders under this contract upon at least 60 days' prior written notice to the Contracting Officer if the Contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under the task order as a result of such notification. If the Contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

(b) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.

(c) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.

(d) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" shall mean DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(e) The Contractor shall immediately provide the Contracting Officer written notice of any changes in the extent and nature of FOCI over the Contractor which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(f) In those cases where a Contractor has changes involving FOCI, the Department of Energy must determine whether the changes will pose an undue risk to the common defense and security. In making this

determination, the Contracting Officer shall consider proposals made by the Contractor to avoid or mitigate foreign influences.

(g) If the Contracting Officer at any time determines that the Contractor is, or is potentially, subject to FOCI, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

(h) The Contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (h) in all subcontracts under this contract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the Contractor shall require such subcontractors to submit a completed certification required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer.

(i) Information submitted by the Contractor or any affected subcontractor as required pursuant to this clause shall be treated by the Government to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(j) The requirements of this clause are in addition to the requirement that a Contractor obtain and retain the security clearances required by the contract or task order. This clause shall not operate as a limitation on the Government's rights, including rights to terminate this contract or task order.

(k) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause, e.g., provide the information require by this clause, comply with the Contracting Officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the Contracting Officer's judgment, the Contractor creates an FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes FOCI and the reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

H.20 PROTECTION OF HUMAN SUBJECTS

All research under this Contract shall be carried out in accordance with Department of Transportation regulations for the Protection of Human Subjects, found at 49 CFR Part 1. Prior to undertaking any research activity involving human subjects, the Contractor shall submit written assurance, satisfactory to the Contracting Officer, that it will comply with these regulations.

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 Contracting Officer will make their full text available.

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	AUG 1996
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	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT 1997
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	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) <u>issued through five years from the date of contract award.</u>		
52.216-19	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 <u>one year from the expiration date of the ordering period.</u>		
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, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-9 ⁴	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1998
52.219-14 ⁵	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	AUG 1998
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	APR 1984
52.222-28	EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998

⁴ Applicable to all firms other than small business concerns

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

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
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-11	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (SHORT FORM)	JUN 1997
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
	ALTERNATES I, II, AND III	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	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
	Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	Alternate I (JUN 1985)	
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	AUG 1987
	ALTERNATE II (APR 1984)	
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	Alternate II (APR 1984)	

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)	JAN 1986
52.245-19	GOVERNMENT PROPERTY FURNISHED AS IS	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 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
1252.216-73	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
1252.245-70	GOVERNMENT PROPERTY REPORTS	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 Contracting Officer (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 (APR 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 (29U.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)

A. 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.

- B. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer 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.
- C. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract:

- (1) Program Manager

John C. Allen

- (2) To be specified under individual task orders

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

- A. 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.
- B. 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.
- C. 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. 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.

- B. The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.
- C. 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

J.1 Labor Category Qualifications