

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 57
2. CONTRACT (Proc. Inst. Ident.) NO. DTRS57-00-C-10045		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 25-3126	
5. ISSUED BY DOT/RSPA/Volpe National Transportation Systems Center Kendall Square, DTS 853 Cambridge, MA 02142-1093		6. ADMINISTERED BY (If other than Item 6)		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Computer Sciences Corporation 245 First St. Cambridge, MA 02142			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
			9. DISCOUNT FOR PROMPT PAYMENT N/A	
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Block 12
CODE	FACILITY CODE			
11. SHIP TO/MARK FOR See Sections E and F		12. PAYMENT WILL BE MADE BY DOT/RSPA/Volpe National Transportation Systems Center (DTS 823) Kendall Square, Cambridge, MA 02142-1093		
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e) () <input type="checkbox"/> 41 U.S.C. 253(c)(5)		14. ACCOUNTING AND APPROPRIATION DATA See Section I Clause 52.232-18, Availability of Funds.		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
	See Pages 2 - 4			
				Estimated (incl. Options)
15G. TOTAL AMOUNT OF CONTRACT				\$190,530,162.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, 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.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Mary E. Doherty	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The following contract types apply to this contract, as determined by the individual Contract Line Items, as follows:

Contract Line Item Number (CLIN)	Applicable Contract Type
0001	Cost-Plus-Award-Fee
0002	Cost-Plus-Fixed-Fee
0003	Cost-Plus-Fixed-Fee
0004	Firm Fixed Price
0005	RFP-Stipulated Other Direct Costs

CLIN	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Contract Management and Administration, per Paragraph C.2. of the Statement of Work				NSP
0001AA	Contract Management and Administration for Base Period, Contract Year 1	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 2,234,038.</u>
0001AB	Contract Management and Administration for Base Period, Contract Year 2	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 2,305,683.</u>
0001AC	OPTION Contract Management and Administration for Contract Year 3	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 2,527,213.</u>
0001AD	OPTION Contract Management and Administration for Contract Year 4	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 2,606,154.</u>
0001AE	OPTION Contract Management and Administration for Contract Year 5	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 2,702,266.</u>
0001AF	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 3	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 349,907.</u>
0001AG	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 4	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 358,146.</u>
0001AH	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 5	1	JOB	Est. Cost Award Fee Total CPAF	<u>\$ 369,216.</u>

0002	Information Systems (IS) Support, per Paragraph C.3 of the Statement of Work				NSP
0002AA	IS Support for Base Period, Contract Year 1	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 27,050,401.</u>
0002AB	IS Support for Base Period, Contract Year 2	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 27,899,212.</u>
0002AC	OPTION IS Support for Contract Year 3	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 28,588,183.</u>
0002AD	OPTION IS Support for Contract Year 4	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 29,412,074.</u>
0002AE	OPTION IS Support for Contract Year 5	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 30,370,478.</u>
0003	OPTION Operational Research and Analysis (ORA) Support per Paragraph C.4 of the Statement of Work				NSP
0003AA	OPTION ORA Support for Contract Year 3	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 5,868,303.</u>
0003AB	OPTION ORA Support for Contract Year 4	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 5,999,048.</u>
0003AC	OPTION ORA Support for Contract Year 5	1	LOT	Est. Cost Fixed Fee Total CPFF	<u>\$ 6,178,750.</u>

0004	Contract Transition				NSP
0004AA	Contract IS Transition, per Paragraph C.5.A of the Statement of Work	1	JOB	Firm-Fixed-Price	<u>\$ 0.00</u>
0004AB	OPTION Contract ORA Transition, per Paragraph C.5.B of the Statement of Work, Contract Year 3	1	JOB	Firm-Fixed-Price	<u>\$ 0.00</u>
0004AC	OPTION Contract ORA Transition, per Paragraph C.5.B of the Statement of Work, Contract Year 4	1	JOB	Firm-Fixed-Price	<u>\$ 0.00</u>
0004AD	OPTION Contract ORA Transition, per Paragraph C.5.B of the Statement of Work, Contract Year 5	1	JOB	Firm-Fixed-Price	<u>\$ 0.00</u>
0005	Other Direct Costs	1	LOT	NTE (Cost only)	<u>NTE</u> <u>\$15,711,090.</u>

SECTION C – STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL INFORMATION

C.1.A. INTRODUCTION

This contract will provide onsite Technical Support Services for the Volpe National Transportation Systems Center (Volpe Center) in the Information Systems (IS) functional area and an option to acquire onsite services in the Operations Research and Analysis (ORA) functional area.

C.1.B. BACKGROUND

The Volpe Center is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center, in partnership with sponsoring organizations, provides a broad range of technical research, analysis, and development services to the DOT and other Federal agencies in support of their transportation and logistics-related missions. The Volpe Center is directly funded by sponsoring organizations and, therefore, is responsive to market forces. The Volpe Center performs its role in an environment that demands entrepreneurial initiative to seek out project opportunities and an ability to quickly respond to new and changing sponsor requirements.

The portfolio of 300+ 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 onsite technical support contracts and other contracts, the Volpe Center can respond to uncertain, long-range requirements of these technical programs by establishing a "pool" of easily accessed professional, technical personnel. This requirement for an onsite dedicated labor pool is currently being met by two contracts, the onsite Information Systems Support Services (ISSS) Contract No. DTRS57-97-C-00064 and the onsite Operations Research Analysis and Engineering (ORA&E) Support Services Contract No. DTRS57-97-C-00095.

C.1.C. SCOPE

The objective of this contract is to provide a dedicated labor pool of information systems engineering and technology professionals capable of meeting the Volpe Center's programmatic requirements. This contract also includes an option for providing a dedicated pool of highly skilled professionals in the transportation and logistics operations research and analysis functional area. Due to the changing nature of the extensive portfolio of projects, this dedicated workforce must be easily accessible and flexible. It must be readily responsive to changing customer requirements and quickly provide the specific technical capabilities that will enable the Volpe Center to take advantage of opportunities for new work. This contract must also be managed so that the workforce can be scaled up or down in accordance with changing project requirements.

C.2 CONTRACT MANAGEMENT AND ADMINISTRATION (CLIN 0001)

Contract Management and Administration shall be performed on a cost-plus-award-fee basis. Award fee will be determined in accordance with the Performance Evaluation Plan included in Section J, Attachment J.5.

C.2.A. CONTRACT MANAGEMENT

This requirement is for overall management of the work to be performed on this contract. The Contractor shall provide a management team capable of performing the necessary technical and administrative management functions required for effective contract performance.

1. TECHNICAL LEADERSHIP

The Contractor shall provide technical support and leadership in information systems (IS) engineering which will: (1) provide a strong information systems capability to support Volpe Center projects (current and future); (2) identify emerging information technologies and methodologies relevant to the work of the Volpe Center; and (3) provide project guidance to meet project goals on time, within budget, and with a quality product.

DELIVERABLE:

RED-YELLOW-GREEN (RYG) SUMMARY REPORTS

A full set of summary status reports shall be submitted in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, to the COTR on a monthly basis in accordance with the procedures contained in Section J, Attachment J.6. – RED-YELLOW-GREEN REPORTING FORMATS. An oral presentation based upon the RYG Summary Reports shall be given twice yearly for each Volpe Center Office Directorate with regard to Directorate work being performed on this contract. At the end of each round of Office Directorate briefings, the Contractor shall give a wrap-up briefing to the COTR.

2. PROJECT STAFFING

The Contractor shall maintain the necessary staffing level and labor mix to meet the requirements set forth in Section C and to be flexible enough to respond to shifts in program emphasis and direction with minimal downtime. The Contractor shall ensure that all tasks are staffed with appropriately skilled information systems/information technology professionals, and operations research and analysis professionals upon exercise of CLIN 0003, and that staff turnover is managed with minimal disruption to the task effort. At the same time, the Contractor shall ensure optimum utilization of its staff members by planning for staff transition from one task to another with minimal downtime between tasks.

The Contractor shall ensure that all Volpe requirements are met with sufficiently qualified staffing. The Contractor shall carry out regular evaluations of staff performance, hire and discharge staff as necessary, arrange for appropriate staff training, and fulfill such other organizational development and human resources functions as necessary to maintain a highly qualified and motivated workforce to support Volpe Center tasks.

DELIVERABLE:

STAFF QUALIFICATIONS

The Contractor shall provide to the COTR electronic copies of resumes, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, of all employees for verification of labor category qualifications within 30 days of employment.

The Contractor shall provide the COTR with a monthly staffing report in accordance with guidelines detailed in Section J, Attachment J.7 – MONTHLY STAFFING REPORT REQUIREMENTS, of all requisitions for hires and their status.

3. CONTRACT COST CONTROL

This contract is funded through cost recovery from users of the technical labor. The Contractor shall provide data and methodologies for estimating annual costs, demand for labor, and rate setting for labor categories. The Contractor shall track cost recovery, analyze cost and labor utilization variances, and report to the COTR at the end of fiscal quarters one and two and monthly through fiscal quarters three and four on projected under/over recovery. More frequent estimates may be required in the last two months of the fiscal year.

The Contractor will be provided an account (titled the K account) for all activities covered by Section C.2.A and for activities covered by Sections C.3 and C.4 which are not appropriately charged as direct project labor (e.g., downtime, training, all-employee meetings). This account will be established at 5 percent of the estimated direct project labor charges for the fiscal year. The Contractor shall manage this allocation as a variable cost whereby any under/over delivery of direct project labor will correspondingly increase or decrease the K account allocation.

The Contractor will be provided an account (titled the E account) for all activities covered by Section C.2.B. This account will be established by the COTR and will be based on the Contractor's proposed costs for these functions, as adjusted for realism.

The Contractor shall track actual and projected E and K account expenditures and report to the COTR at the end of fiscal quarters one and two, and monthly through fiscal quarters three and four on projected under/over spending. More frequent estimates may be required in the last two months of the fiscal year.

4. QUALITY CONTROL

The Contractor shall be responsible for supervising its technical staff and for assuring technical excellence in all work performed in support of Volpe Center projects. The Contractor shall communicate effectively in order to learn the expectations of the Volpe job initiators so as to ensure that all tasks are being performed with a level of quality, schedule, and cost that is consistent with the expectations of the Volpe job order initiators. The Contractor shall provide project management planning and establish a framework for coordinating the activities and results of multi-disciplinary teams.

The Contractor shall have a quality assurance program for all aspects of the work to be carried out under this contract. The quality assurance effort shall include numerical quality goals and objective quality measures for each task as applicable. The Contractor shall maintain documented standards for tracking quality, definition of measures, and procedures for timely correction. The Contractor shall provide a written description of its quality control program to the COTR within 30 calendar days of the effective date of the contract and annually thereafter with a cover memorandum identifying changes.

The Contractor shall have a control/configuration management system that will maintain control over assessments, reviews, operational concepts, requirements, specifications, design documents, source codes, object codes, script codes, test plans, procedures and reports, test configurations, maintenance and development tools, user and maintenance manuals, and interface control documents. For the information systems engineering work, the Contractor shall have a configuration management program in place at the time of contract award and shall maintain and improve this program throughout the contract performance period. The Contractor shall provide a written description of its configuration management program to

the COTR within 30 days of the effective date of the contract and annually thereafter with a cover memorandum identifying changes.

Documentation and project deliverables shall be provided in accordance with each job order specification. The Contractor shall have the capability to comply with Department of Defense (DOD) and information technology (IT) documentation standards. For example, a tailoring of previous standards [DOD-STD-2167A](#) and [MIL-STD-498](#) or the current standard [IEEE/EIA 12207](#) may be used as the basis for documentation requirements. Details involving inspection and acceptance guidelines and project deliverables are provided under Sections E and F.

C.2.B CONTRACT ADMINISTRATION

This requirement is for the overall administrative support services necessary to support the contract management and technical tasks to be performed on this contract. The Contractor shall provide an administrative support team capable of performing the necessary technical and administrative management functions required for effective contract performance. The Contractor shall ensure a uniform operation consistent with the Volpe Center's financial management systems and job order system.

1. CONTRACTING OPERATIONS

In support of this function, the Contractor's Program Manager shall serve as the primary interface with the Government on all contract-related matters. The Contractor shall prepare and submit contract modification proposals, invoices, and company correspondence; provide appropriate interface with Contractor corporate offices; prepare advance notifications to the Government as called for under the contract; prepare subcontracting consent requests; and negotiate, execute, and administer subcontracts.

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each job order of this contract. Labor hours will be identified by skill category. In submitting its vouchers/invoices for payment of costs incurred, the Contractor shall segregate labor hours and all other cost elements for the current billing period, and cumulatively from the inception of the contract and the beginning of the current contract year. Further guidance on billing is provided in Section J, Attachment J.1- BILLING INSTRUCTIONS AND PROCEDURES, or will be provided by the Contracting Officer (CO) and/or the Contracting Officer's Technical Representative (COTR).

Successful performance of this function requires:

- (1) Timely submission of accurate invoices with supporting documentation and explanation;
- (2) Timely submission of proposals for contract modification accompanied by accurate and complete supporting documentation (e.g., justification(s) that support requests and accurate financial calculations);
- (3) Timely submission of advance notifications;
- (4) Timely submission of appropriately documented consent requests for subcontractor use; and
- (5) Timely submission of accurate staffing activity reports.

2. JOB ORDER INITIATION AND CONTROL

The Volpe Center manages its project work through a job order system. For every work request received, the Contractor shall produce a job order with appropriate supporting documentation, authorization, and

certifications. The Contractor shall use the Volpe Center's User Accountability System (UAS) to support this activity. (Job order and UAS formats and procedures are described in Section J, Attachments J.3 – JOB ORDER SYSTEM PROCEDURES, and J.4 – USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS.)

The Contractor shall maintain a complete central file of all approved job orders issued, which shall be made available for Government review whenever requested by the CO and/or the COTR. A copy of the file with all tasks issued during the period of performance of the contract shall be turned over to the Government at the expiration of the contract.

The Contractor shall ensure that charges against approved job orders do not exceed authorized funding levels. The Contractor shall issue appropriate notification to the Volpe Center job order initiators on each job order approaching 75 percent funding limits. (Note: Notification to job order initiators under this clause does not relieve the Contractor of its responsibility to notify the CO under the Limitation of Costs of Funds Clauses incorporated in Section I of this contract.)

DELIVERABLES:

JOB ORDER SPECIFICATIONS

The Contractor shall develop job order specifications (including changes in specifications to existing job orders) for each job order issued under the job order system. The job order specifications will follow the guidelines of the job order system. These specifications may be modified by the COTR and/or the job order initiator (for a specific task).

JOB ORDER FILE

The Contractor shall maintain a central job order file on all job orders issued. The file shall contain a complete record of all activity and support provided under that job, including job order forms, specifications, status reports, memos, reports, and an inventory of all software and other deliverables.

MONTHLY STATUS REPORTS

For each job order issued under the job order system, the Contractor shall submit in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, monthly status reports to the job order initiator and the COTR, which will include the following:

- (1) A brief description of task objectives;
- (2) Resource allocation to include:
 - Planned labor hours per labor category per month;
 - Actual fiscal year-to-date labor hours per employee and labor category per month; and
 - Funding information, including commitments and obligations by fiscal-year-to-date and obligations job-to-date;
- (3) Highlights of current activities;
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which affect the performance of any task;

- (5) Specific action(s) requested of the Government to assist in the resolution of any problem identified; and
- (6) Items of special interest as requested by the COTR and/or the job order initiator.

Successful performance of this function requires:

- (1) Complete job order files with well defined task specifications and proper supporting documentation;
- (2) Timely notification of job orders reaching 75 percent of funding; and
- (3) Timely and complete submission of accurate monthly reports.

3. FUNDS CONTROL AND ACCOUNTABILITY

The Contractor shall reconcile all invoiced costs for labor, travel, training, and overtime premium with the UAS. This will coincide with preparation and verification of the UAS input files; preparation of monthly funding and labor reports; reconciliation of Contractor and subcontractor timecards and labor delivery records; and reconciliation of travel, training, and overtime premium charges with the UAS.

DELIVERABLES:

CONTRACT FUNDING AND LABOR REPORT

The Contractor shall submit in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, to the CO and the COTR on a monthly basis a detailed funding and labor report reflecting current (coinciding with UAS cycles) and year-to-date utilization of resources expended under the contract for both prime and subcontractor support. The report shall address each contract line item and include a contract summary cover sheet in addition to the following:

- (1) Direct labor hours and direct labor cost by major organizational unit, labor category, and funding source (direct, indirect, or Program Development and Resource Management Division);
- (2) Summary of total estimated versus actual contract cost (direct labor, burden, other direct costs (ODC), etc.);
- (3) Highlights and major events occurring during the reporting period; and
- (4) Property management and facilities activities during the reporting period.

USER ACCOUNTABILITY SYSTEM (UAS) INPUT FILES

The Volpe Center's Program Development and Resource Management Division will manage the operation of an automated Technical Support Services UAS for identification and reporting of all resources planned and expended against job orders issued under the job order system. The Contractor shall provide the necessary input files for processing on a weekly basis in accordance with the specifications provided by the Volpe Center UAS System Manager.

Successful performance of this function requires:

- (1) Timely submission of accurate Contract Funding and Labor Reports; and
- (2) Timely submission of complete and accurate UAS input files.

4. ADMINISTRATIVE FUNCTIONS SUPPORT

The Contractor shall provide administrative functions support and services essential to overall contract and project performance. These services include, but are not limited to, management of network support requests, travel and overtime arrangements, property management, storage and retrieval of classified material, security clearance acquisition, employee entrance/exit processing, shipping and receiving, acquisition of equipment and supplies, oversight of copying and fax equipment, and mail delivery.

DELIVERABLES:

PROPERTY REPORTS

At the beginning of the contract, the Contractor will be provided with a master schedule of all property turned over to its control. The Contractor shall submit a revised property master schedule (e.g., additions, deletions) to the CO and the COTR on a quarterly basis.

PROPERTY INVENTORY LISTING

Within 30 days after the end of each contract year, the Contractor shall perform a physical inventory and provide to the CO and the COTR the resulting, reconciled inventory schedule of all GFP under the Contractor's control, together with explanations of changes (e.g., additions, deletions, disposal, consumption) from the original master schedule.

Successful performance of this function requires:

- (1) The necessary administrative functions are performed so that Contractor staff are able to effectively perform tasks in support of Volpe center staff, and
- (2) Timely submission of accurate quarterly Property Reports and a contract year-end GFP inventory.

5. FACILITIES SUPPORT/MANAGEMENT

The Contractor shall provide an internal space/telecommunication function to ensure that proper and adequate facility and telecommunications services are provided for its staff and that adequate cost and accounting information is available to the Government. These services include, but are not limited to, leasing, allocation, and maintenance of off-site space, allocation and oversight of Volpe Center space, provision of telephones, including voice mail, for off-site space, and managing requests for phones.

DELIVERABLES:**ANNUAL FACILITIES BUDGET**

An annual facilities budget for off-site leased space shall be submitted by the Contractor to the CO and the COTR within 20 days prior to the beginning of each contract year. The detailed budget shall include but is not limited to the categories of:

- (1) Space (e.g., rent, utilities)
- (2) Telecommunications (e.g., telephones, voice mail)
- (3) Backbone (e.g., networking charges)
- (4) Photocopying

MONTHLY FACILITIES REPORTS

The Contractor shall submit a facilities report in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, to the CO and the COTR on a monthly basis. The report shall follow and include the same categories proposed and approved in the Contractor's annual facilities budget. The monthly facilities report shall include budget amounts, amount spent year-to-date, projected costs for the remainder of the year by detailed category, and variances.

Successful performance of this function requires:

1. Accurate and complete cost and accounting information;
2. Timely submission of annual facilities budget and monthly facilities reports;
3. Necessary space and telecommunications support provided to Contractor staff to effectively support Volpe Center tasks;
4. Cost effective acquisition of off-site space; and
5. Managing within the facilities budget.

C.3 INFORMATION SYSTEMS (IS) SUPPORT (CLIN 0002)**C.3.A. INTRODUCTION**

This requirement is to provide IS services to support a variety of Volpe Center transportation and logistics projects, on a cost-plus-fixed-fee basis.

C.3.B. GENERAL REQUIREMENTS

The Contractor shall provide staff resources capable of performing the necessary IS functions in response to task assignments presented by a variety of Volpe Center project leaders through the job order system. Task scope, level of effort (LOE), and performance periods vary widely; some tasks average more than 30 labor years per year and some less than 1 labor year. Periods of performance can range from several weeks to the length of the contract.

This functional area supports a very broad project base, covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of IS sub-areas. Work will address strategic and detailed technology assessments; requirements analysis; concept development, architecture design and alternatives analysis; software development, testing, and integration; system training; system maintenance; system operational support for both transportation and logistics management information systems; and command and control, communication, and intelligence systems. Services will cover the full spectrum from stand-alone applications to large-scale, integrated worldwide systems.

The Contractor shall provide corporate/contract knowledge-sharing mechanisms and staff with capabilities and experience relating to: (1) existing technologies/methodologies that address current logistics and transportation issues; and (2) cutting edge technologies and methodologies that show promise in transforming the transportation/logistics enterprise during the life of this contract.

C.3.C. FUNCTIONAL SUB-AREAS OF WORK

The following sub-areas are included as part of the overall IS support requirement:

1. Project Management and Control;
2. System Framework;
3. Implementation Strategy;
4. Deployment;
5. Operational Facility Support; and
6. Technology Assessments and Modernization.

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

1. Project Management and Control

Under this sub-area, selected management approach and control mechanisms must be tailored at the task level to the development methodology chosen and must comply with the formal requirements of Volpe Center clients. The management approach must establish a framework for coordinating the activities and results of multi-disciplinary teams. Support is required to: (1) institutionalize the project management process; (2) implement adequate measures of performance; and (3) execute continuous improvements.

2. System Framework

Under this sub-area, support may be provided in the formulation, execution, and management of strategic and tactical plans supporting the definition of clear business goals and objectives, identifying risk factors and mitigation strategies, identifying and selecting appropriate information technology (IT) architectures, developing operational concepts, and aligning the use of IT with Departmental and/or Agency strategic goals and architectures. Such projects may require extensive, technology-supported collaboration among geographically-dispersed participants. Typically, this work includes performing environmental scans, supporting outreach activities to customers and stakeholders, and developing an assessment of the market and other institutional forces that drive the organization's mission and functions. Work may also require identification of information flows, systems, and processes within an organization through specialized studies, reviews, and analyses. In addition, efforts may require assessment of effectiveness and suitability of systems (particularly of new and emerging systems), and knowledge and application of best practices and of metrics for measuring system and process effectiveness. System framework activities will include, but are not necessarily limited to, the following areas:

Strategic Planning

When performed as an integral part of an IS task, skills may be required to help sponsoring organizations address broad, long-term issues and focus on critical functional goals and objectives.

Information System Architectures

In the life cycle evolution of IS tasks, skills may be required to help sponsoring organizations develop business and technical architecture plans (long range, i.e., 5-10 years, and near term, i.e., 1-5 years) for IS investments that conform to business goals, transform the organization, and meet client acceptable risk levels. The plans will be used for the analysis of existing systems and the synthesis of future systems. These architectures need to provide a basis to construct and maintain systems, subsystems and modules, in a predictable manner. Such plans may address enterprise models, data architectures, software applications architectures, and systems technology architectures.

Project Planning

Skills may be required to help sponsoring organizations define, initiate, and manage individual projects consistent with strategic information systems architecture planning. Such projects may involve detailed definition of new/revised work systems (including process change and technology alternatives) as well as minimum critical requirements, systems performance analyses, deployment strategies, risk identification, and mitigation analyses. An essential result of this phase is the decision of whether or not to carry out the development of either technology change, work systems change or both and, if so, how to execute these changes (e.g., in series or in parallel).

3. Implementation Strategy

(a) Individual Information Systems Development

Under this sub-area, support may be required in the definition and construction of specialized stand-alone systems and/or applications. These may be executive information systems, decision support systems, transaction-processing systems, modeling and/or simulation systems, or command and control systems. System components can be Commercial-Off-The-Shelf (COTS), non-developmental items, and/or custom-developed components. Capabilities are to be provided throughout the sequence of life cycle phases of IS systems development. Systems development skills may include but are not necessarily limited to the following functions:

Requirements Analysis

Skills may be required for the definition of system functional requirements resulting from structured, logical analysis of entity relationships, functional and information flows within the enterprise, process and organizational modeling, functional modeling and analysis, inventory of existing data stores, and other related concepts. Work may involve detailed analysis of complex transportation and logistics IS systems.

Design of Information Systems and Work Systems

Skills may be required for developing a description of the hardware, software, data, and systems configurations that satisfy functional requirements and other considerations including cost constraints, available technologies, and associated price/performance realities. Designs will address data structures, process modeling, process automation, and user interfaces. Software and hardware specifications developed in accordance with applicable standards (e.g., [MIL-STD-498](#), [IEEE/EIA 12207.0-2](#), Internet Engineering Task Force or other accepted commercial standards), along with general workflow specifications, would be primary products of this activity. Design may also be accomplished in a rapid prototyping environment such as Joint Application Development (JAD).

Social System Analysis

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

System Development and Implementation

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

Initial System Operation and Maintenance

Skills may be required for the management and operation of system facilities and support of users during the initial operations. Configuration management, error correction, special system diagnostic support, performance improvement, and capacity management are examples of activities under this phase.

(b) Multiple Information Systems Integration

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

Technical Integration

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of compatible logical and physical interfaces between systems or subsystems, including the internet working of local and wide area network (LAN and WAN) systems.

Functional Integration

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of compatible functional interfaces between or among the functions performed on separate systems or within major modules.

Organizational Integration

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of structural changes in organizational systems that encourage coordination and cooperation among multiple units to gain from technical or functional integration.

Data Integration

Skill sets for this area may include the ability to perform reconciliation of semantically and structurally inconsistent information and data element definitions.

Programmatic Integration

Skill sets for this area may include the ability to plan and coordinate schedules, funding, and resource allocations among systems or subsystems to be integrated.

4. Deployment

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

Deployment Planning

A deployment plan will serve as a roadmap and describe the actions required to facilitate the implementation of a technology at a single site and, if required, subsequent deployment at multiple sites. Skills may be required to develop detailed plans that include schedules and major milestones, a Work Breakdown Structure (WBS) of activities, a resource-loaded schedule and budget, technology considerations, and infrastructure considerations.

Risk Mitigation

Since each IS deployment faces unique and sometimes unforeseen challenges, plans must be viewed as flexible and dynamic. Skills may be required to develop risk mitigation plans, deployment alternatives risk analysis, technology alternatives' analysis, end user acceptance, and site deployment contingency planning.

Site Installation

The physical installation of the hardware and communication infrastructure and software is critical to the success of IS development. Skill may be required in the installation of network capabilities (from stringing cables and installing network hubs to network software configuration), hardware customization and setup, and software installation and site customization.

5. Operational Facility Support

Under this sub-area, support may be required to provide IS facilities which are staffed on a continual seven-days-a-week, 24-hours-a-day (7x24) basis. Support may include, but is not limited to, the following areas:

- (a) Monitor and control functions of both a hub-site and multiple remote site facilities;
- (b) Communications network trouble shooting;
- (c) Software systems and equipment monitoring;
- (d) Hub-site facility management and operation;
- (e) Training programs;
- (f) Data archiving and management;
- (g) Help line;
- (h) Local and remote end-user support;
- (i) Status reporting; and
- (j) Emergency operational problem handling.

6. Technology Assessments and Modernization

In this sub-area, in addition to specific project assistance, support may be required in the assessment of new Information System Development (ISD) methodologies and tools, new technologies, standards, and software and hardware for use in future system designs. Sub-areas skills may include, but are not necessarily limited to, the following functions:

Information System Development Methodology Assessment

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

Technology Assessment

Skill may be required to evaluate the emergence of new computer equipment and peripherals, enterprise communications systems, new operating systems, applications software, and other technologies (e.g., electronic commerce, object technology, smart cards) plus technologies such as those highlighted in the Special Emphasis Areas (reference Section C.4.D.). These products are integral to the improvements in the transportation enterprise. This may require skills in the assessment and evaluation of new products and methods of technology application, including technology directions relevant to the Volpe Center projects.

Standards Assessment

Skills may be required for the development of scalable, evolutionary systems in which the risk of obsolescence is minimized. This development approach requires the assessment of and adherence to a wide variety of standards, such as the digital interchange of text, image, audio, video, voice, and traditional data; general-purpose multi-user operating systems; and digital communications. This may require support to interpret and apply existing and emerging standards, including analysis and documentation to support a role as a participant in standards development.

Methodology Application and Software Process Improvement

The Volpe Center may require support in its efforts to improve its awareness of and capability to apply particular ISD methodologies or to apply the guidelines or industry-wide standards such as the International Standards Organization ([ISO](#))-9000 or the [Software Engineering Institute's Capability Maturity Model \(CMM\)](#). Skills may be required for the preparation of project plans and documents that follow designated methodologies or standards; the preparation of such documents as tailored process guidelines, risk management plans, and software process improvement plans; or working with Volpe Center software development projects toward achieving ISO or CMM compliance.

C.3.D. SPECIAL EMPHASIS AREAS

Following are several areas of special emphasis that are representative of recent IS engineering tasks.

1. Information Systems Security

Projects at the Volpe Center increasingly deal with software and hardware security standards. Work within this area is expected to concentrate on the evaluation, design, testing, training, and improvement of IS security.

2. Networking And Communications (National And International Standards)

Digital communications technology is rapidly increasing in power and flexibility. As a result, demand for easier, faster, and higher-capacity communications is growing. Work within this area is expected to focus on the development and analysis of network architectures and communication technologies and standards.

3. Information Distribution And Warehousing

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

4. Artificial Intelligence (AI)/Expert Systems

Projects at the Volpe Center increasingly consider the application of AI as a means of meeting project requirements. Expert systems, voice recognition, semantic inference, virtual reality, and robotics capabilities are in greater and greater demand. In this area, technical support is needed to determine the feasibility of using AI approaches in customer applications; e.g., distribution, fault detection, and asset management.

5. Distributed Databases

The geographical disaggregation of information is essential to large organizations like the Federal Aviation Administration (FAA), the Department of Defense (DoD), and the U.S. Coast Guard (USCG). Database technology is approaching the capability of providing full database services over a dispersed heterogeneous network of computers. As this technology becomes available, its application to projects will be a high priority.

6. Geographic Information Systems (GIS)

An increasing number of projects at the Volpe Center are using GIS as a platform for managing data and displaying the results of transportation analyses. In this area, support is needed to apply GIS technology in the development of transportation analysis procedures.

7. Applied Behavioral Science

Frequently, support must encompass not only the skills associated with the system's hardware and software technology but also the applied behavioral science skills required to: (1) help the organization achieve consensus on broad business strategies and information resource management plans; (2) design and implement new or re-engineered work systems processes that support business strategies and become the basis for introducing new technologies; and (3) develop and maintain the organization's commitment to make the information system investments and functional work system changes successful. Work within this area may include the application of applied behavioral science concepts to the planning, development, and dissemination of IS systems.

8. Human Factors

Projects at the Volpe Center increasingly deal with the application of human factors to the IS design and development of transportation and logistics systems. Human factors are crucial to maintaining system safety and expanding system capacity. As technology continues to be applied to transportation and logistics systems, human interactions with those technologies become increasingly more important to the safety and usability of the systems as well as user acceptance.

In this area, support is needed to (1) develop IS interfaces that account for human interaction with the systems; (2) perform analysis of software interfaces, IS training, and imbedded IS processes; (3) develop performance measures to evaluate the reduction of accidents attributed to IS designs and implementation; and (4) develop strategies to mitigate the consequences of human errors when they do occur.

C.4 OPTION FOR OPERATIONS RESEARCH AND ANALYSIS (ORA) SUPPORT (CLIN 0003)

C.4.A. INTRODUCTION

This requirement is to provide ORA services to support a variety of Volpe Center transportation and logistics projects on a cost-plus-fixed-fee basis. The Government may decide to exercise the option(s) for these services if it is determined that the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered. NOTE: These options apply to the third, fourth, and fifth year of contract performance.

C.4.B. GENERAL REQUIREMENTS

The Government will give the Contractor written notice of its intent to exercise this option at least 90 calendar days in advance of the effective date. In its written notice of intent, the Government will ask the Contractor for resumes of the key personnel within the ORA functional area. Upon acceptance by the Government, these key personnel will be added to Section I.9 of this contract. Thereafter, the Contractor shall provide staff resources capable of performing the necessary ORA functions in response to task assignments presented by a variety of Volpe Center project leaders through the job order system. Task scope, LOE, and performance periods vary; some tasks average 5 labor years per year and some are less

than 1/2 of a labor year. Periods of performance can range from several weeks to the entire term of the option periods.

This functional area supports a very broad project base covering every mode of transportation, a wide variety of sponsoring organizations, and a wide variety of sub-areas. It broadly addresses the analysis and assessment of transportation systems and issues from a variety of perspectives. These perspectives include system performance and effectiveness, safety assessments, 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 inter-modal perspective; and an appreciation for the various public and private interests at work within these areas.

C.4.C. FUNCTIONAL SUB-AREAS OF WORK

The following sub-areas are included as part of the overall ORA support covered by this requirement.

1. System Operational Performance
2. System and Policy Impacts
3. Industry Analysis
4. Improvement of Operational Performance
5. Technological Advances
6. Strategic Framework
7. Engineering Support

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

1. System Operational Performance: Assessment of Transportation/Logistics System Performance and Effectiveness

This sub-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, system security, timeliness, cost, and other performance metrics.

Work in this area may require specialists knowledgeable about 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 organizational behavior.

2. System and Policy Impacts: Analysis of Impacts of Transportation/Logistics Systems and Policies

This sub-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. In addition, this work area covers the impact of Government regulation on the transportation industry and commercial 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 inter-modal 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 depending on the scale and breadth of the subject matter.

Work in this area may require specialists knowledgeable about 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.

3. Industry Analysis: Collection of Transportation-Related Data and Assessment of Business and Economic Factors within the Transportation Industry

This sub-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 are 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 may require specialists knowledgeable about 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.

4. Improvement of Operational Performance: Assessment and Development of Transportation/Logistics Systems and Maintenance Processes and Procedures

This sub-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. Job 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 may require specialists knowledgeable about 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.

Technological Advances: Assessment of Transportation/Logistics Technologies and Research and Development Needs and Policies

This sub-area includes the application of theoretical and practical analysis techniques to the assessment of transportation/logistics-related technology. Work in this area may 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, system security, 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 may require specialists with a broad knowledge of and a strategic perspective on transportation enterprise accomplishments and scientific and engineering knowledge of a wide range of transportation-related technologies.

5. Strategic Framework: Strategic Planning and Organizational Structures and Processes

This sub-area complements the Strategic Framework area identified in C.3.C., IS Support. This area covers strategic transportation system planning. Tasks may 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. Such 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 may require specialists knowledgeable about 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."

6. Engineering Support

The Contractor shall provide, if and when needed, skills in several engineering disciplines to support a variety of analytical engineering efforts across the broad range of activities as described above. Typically, engineering skills and expertise, if required, will be part of multi-disciplinary project teams. These skills include but are not limited to:

- Electronics Engineer
- Mechanical Engineer
- Civil Engineer
- Electrical Engineer
- Industrial Engineer
- Marine Engineer
- Engineering Psychologist
- Chemical Engineer
- Environmental Engineer
- Network Engineer
- Telecommunications Specialist
- Guidance/Control Specialist
- Navigation Specialist
- Security Specialist

C.5 TRANSITION (CLIN 0004)**C.5.A. IS TRANSITION**

This requirement is to transition from the existing onsite ISSS contract to this contract. The Contractor shall perform on a fixed-price basis the necessary tasks during the transition period to ensure the Contractor can achieve satisfactory performance on the first day of the base period.

DELIVERABLE:**IS TRANSITION PLAN**

The Contractor shall provide to the CO and the COTR a written Transition Plan within two weeks after contract award covering the following:

- (1) Key transition personnel;
- (2) Schedule of activities;
- (3) Understanding of current workload and milestones;
- (4) Plan for minimizing disruption to ongoing tasks;
- (5) Plan for staffing projects;
- (6) Communications with key stakeholders; e.g., incumbent staff, COTR and CO, Volpe job initiators;
- (7) UAS operation;
- (8) Understanding of and systems for tracking cost recovery and schedules for electronic reporting; and
- (9) Plan for acquisition of space and facilities budgeting.

Successful Contractor performance of this function shall be evaluated using the following criteria:

- (1) Lack of disruption to ongoing work;
- (2) Adequate staffing of projects;
- (3) Timely and effective communications regarding transition issues with key stakeholders;
- (4) Timely and accurate UAS records and files; and
- (5) Timely and accurate electronic reports.

C.5.B. ORA OPTION TRANSITION

This requirement is to transition from the existing onsite ORA&E contract to this contract upon exercise of the option for ORA Support Services (CLIN 0003). The Contractor shall perform the necessary tasks during the transition period to ensure the Contractor can achieve satisfactory performance on the first day of the option period.

DELIVERABLE:**ORA TRANSITION PLAN**

The Contractor shall deliver to the CO and the COTR a written Transition Plan at the time specified in the written notification by the CO of the Government's intent to exercise the option. At a minimum, the plan shall cover the following:

- (1) Key transition personnel;
- (2) Schedule of activities;
- (3) Understanding the current workload and milestones;
- (4) Plan for minimizing disruption to ongoing tasks;
- (5) Plan for staffing projects;
- (6) Communications with key stakeholders; e.g., incumbent staff, COTR, CO, Volpe job order initiators;
- (7) Incorporating ORA activities into the UAS operation;
- (8) Incorporating ORA activities into the systems for tracking cost recovery; and
- (9) Incorporating ORA activities into the systems and schedules for electronic reporting.

Successful Contractor performance of this function shall be evaluated using the following criteria:

- (1) Lack of disruption to ongoing work;
- (2) Adequate staffing of projects;
- (3) Timely and effective communications regarding transition issues with key stakeholders;
- (4) Timely and accurate UAS records and files; and
- (5) Timely and accurate electronic reports.

C.6 SUPPORTING INFORMATION

C.6.A. OFF-SITE SPACE

Due to space limitations and/or in support of specific project requirements, the Contractor may be required to establish operations outside of the main Volpe Center complex. Initially, the Contractor shall provide off-site space to accommodate a minimum of 180 Contractor personnel and an additional 4,360 square feet for computer laboratory space in Cambridge, Massachusetts, and a minimum of 19 Contractor personnel in Washington, DC. (If the Government should exercise the ORA option (CLIN 0003), the Volpe Center will provide onsite office space for 70 additional Contractor personnel, so that no additional off-site space will be required.)

In Cambridge, the office and laboratory space must be within a 15-minute walking distance of the Volpe Center. In Washington, DC, the space must be provided either by the Government or leased by the Contractor and be in close proximity to the NASSIF Building at 400 7th Street S. W., and the FAA FOB10A facility at 800 Independence Avenue S. W. All leases will be subject to FAR 44.201-2 Consent Requirements.

In support of specific project requirements, the Contractor may also be required to house Contractor personnel near various sponsor sites within the United States. When an off-site operation (off-site of the Volpe Center premises in Cambridge, Massachusetts) is needed, the Contractor shall ensure that the operation is fully integrated into the Volpe Center's mode of operation in terms of user/customer interfaces, procedures for task initiation, progress reporting, cost/resource reporting, and accountability.

C.6.B. PARKING

The Government will provide up to 125 onsite parking spaces at the Volpe Center for Contractor personnel at the time of contract award. Upon exercise of the ORA Support Option (CLIN 0003), the Government will provide up to 30 additional onsite parking spaces at the Volpe Center for Contractor personnel. These allocations are subject to change at the discretion of the Government.

C.7 LEVEL OF EFFORT AND PERSONNEL QUALIFICATIONS (Applicable to CLINs 0002 and 0003, including any exercised options)

C.7.A. LEVEL OF EFFORT (LOE) (COST REIMBURSEMENT TYPE CONTRACT)

- (a) The anticipated LOE during the period from November 1, 2000, to October 31, 2005, (inclusive of options if exercised), is identified in Tables A and B below. However, depending on the Center's workload, the estimated LOE may be modified annually, either upward or downward, by no more than 20 percent of the previous year's total anticipated LOE.
- (b) The Contractor agrees that effort performed in fulfillment of LOE obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace or work during lunch time activities. If work is to be performed at an employee's residence or other non-work location, the COTR must be notified of the "telecommuting" status.

**TABLE A
LEVEL OF EFFORT FOR IS
BY CONTRACT YEAR (CY)***

Labor Category	CY1	CY2	CY3	CY4	CY5
IS Manager/Expert	5	5	5	5	5
IS Senior Engineer	22	22	22	22	22
IS Programmer/Analyst	33	33	33	33	33
IS Senior Programmer	26	26	26	26	26
IS Middle Engineer	34	34	34	34	34
IS Middle Programmer	32	32	32	32	32
IS Junior Engineer	35	35	35	35	35
IS Junior Programmer	23	23	23	23	23
Technical Documentation Specialist	5	5	5	5	5
Documentation Clerk	10	10	10	10	10
Total	225	225	225	225	225

**TABLE B
LEVEL OF EFFORT FOR OPTIONAL ORA
BY CONTRACT YEAR (CY)***

Labor Category	CY3	CY4	CY5
ORA Specialist (Manager/Expert)	4	4	4
ORA Senior Specialist	13	13	13
ORA Senior Analyst	8	8	8
Senior Project Engineer	2	2	2
ORA Middle Analyst	17	17	17
Middle Project Engineer	1	1	1
ORA Junior Analyst	4	4	4
Junior Project Engineer	1	1	1
Total	50	50	50

*LOE is expressed in labor years per year where one labor year equals 2,087 hours of productive direct labor (as defined in Section H.13).

C.7.B. PERSONNEL QUALIFICATIONS

The following labor categories and qualifications provide the minimum qualifications for the labor categories listed in CLINs 0002 and 0003. The labor category descriptions depict the types of personnel that shall typically be provided by the Offeror in support of job orders.

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

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

1. PERSONNEL QUALIFICATIONS APPLICABLE TO IS LABOR CATEGORIES

IS Manager/Expert

Functions:

Performs information system project management for a very large task or several smaller tasks. This includes resource and labor loading, staff and technology selection, budgeting, task assignment and management, and progress reporting. Provides technical expertise in strategic planning, requirement analysis, operational concept development, software and hardware design, development, testing, and deployment efforts. Provides expertise in specifying, recommending, and selecting technology architectures suitable for the successful development of systems.

This category also covers expert level IS engineers.

Requirements:

Manager/Expert: Master's degree (or equivalent*) and a minimum of ten years of experience with IS engineering. For manager positions, at least three (of the ten) years of experience must be as a project manager on a system analysis project or major hardware or software design and development program. Qualifying experience must include a minimum of five years of intensive training/experience in an IS area related to work covered in CLIN 0002.

IS Engineer**Functions:**

Performs system engineering functions with an understanding of the pertinent state-of-the-art within this field. Projects involve extensive and complex hardware/software/network/database systems and major responsibility for hardware, network and software design, development, testing, and deployment activities. Provides engineering leadership and expertise within his/her field of technology.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of experience with IS engineering, at least five years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database. At least two years of experience as a team leader on some form of system analysis project or major hardware or software design and development program is required. Experience must demonstrate an in-depth knowledge of the state-of-the-art technology related to work covered by CLIN 0002.

Middle: Bachelor's degree (or equivalent*) and a minimum of five years of experience in IS engineering, at least three years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database.

Junior: Bachelor's degree (or equivalent*) and a minimum of two years of experience in IS engineering at least one year of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database.

IS Programmer/Analyst**Functions:**

Provides expertise to conduct research, evaluations and studies and present recommendations/solutions related to short and long-term program planning requirements. Provides expertise in data and business process research and analysis and presents recommendations/solutions. Projects involve structured analysis techniques; expert systems and system application prototyping; operating systems and hardware interfaces; database structures, location, and data elements; and/or system benchmarking and performance evaluation.

Requirements:

Bachelor's degree (or equivalent*) and a minimum of eight years of experience in IS analysis. Three of the eight years of experience must include major software project responsibility in one of the above technical expertise areas, including preparation of task specification and schedules, estimation of resource requirements, development of project specifications, preparation and review of project documentation, and

project control. Experience with several programming languages (C, C++, ADA, Java, etc.) or database management systems or automated tools is required.

IS Programmer

Functions:

Performs design, programming, testing, debugging, and support for IS projects on large mainframes, super-mini's, mini's, and/or micro-computers. Performs the full range of programming functions in at least one applicable programming language, other than BASIC, and one applicable operating system. Work involves the use of database management software and/or general purpose commercial applications software in the development of application programs. Tasks may involve at least one of the following technical areas: digital information communications and interchange applications; GUI tools; database management systems; web-based intranet/internet applications; client/server applications; multiple network/operating systems; and integration of custom code with COTS code.

Requirements:

Senior: Bachelor's degree (or equivalent*) and a minimum of eight years of applicable IS experience involving software development with either client/server or web-based applications. Experience must include a minimum of five years of successful demonstration of skills in one of the above technical areas.

Middle: Bachelor's degree (or equivalent*) and a minimum of five years of applicable IS experience involving software development with either client/server or web-based applications. Experience must include a minimum of three years of successful demonstration of skills in one of the above technical areas.

Junior: Bachelor's degree (or equivalent*) and ability to develop software with either client/server or web-based applications.

Technical Documentation Specialist

Functions:

Performs preparation and production of formal documentation for IS, including online help systems or web-based documents. Provides expertise in the design, development, and preparation of formal user guides, including documentation guidelines, and IS system analysis and design documents.

Requirements:

Bachelor's degree (or equivalent*) and a minimum of five years of experience and demonstrated ability in technical document preparation, including use of automated documentation tools.

Documentation Clerk

Functions:

Performs editing, typing, and preparation of technical or IS documentation, maintenance of project files, preparation of memoranda of a technical and/or managerial nature, and maintenance of logs relating to work in progress, meetings, etc. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc.

Requirements:

Two years of experience, at least one year of which must include typing/editing of technical and/or IS documentation, routine input of data into computerized files, and use of computer applications such as word processing, spreadsheets, and databases.

*** Equivalency Table**

Labor Category	Qualifications Degree Only	Qualifications Degree + Experience	Qualifications Experience only
IS Manager/Expert	N/A	BA/BS plus 12 years MA/MS plus 10 years Ph.D. plus 7 years	15 years ♦
IS Senior Engineer IS Programmer/Analyst IS Senior Programmer	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years ♦
IS Middle Engineer IS Middle Programmer Technical Documentation Specialist	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years ♦
IS Junior Engineer	MA/MS	BA/BS plus 2 years	5 years ♦
IS Junior Programmer	BA/BS	N/A	3 years ♦
Documentation Clerk	BA/BS	N/A	2 years
♦ When experience only is substituted, approval of the CO, or designee is required.			

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

2. PERSONNEL QUALIFICATIONS APPLICABLE TO ORA LABOR CATEGORIES**ORA Specialist****Functions:**

Performs studies, research, assessments, and analyses on transportation and logistics issues requiring professional techniques associated with the specialty disciplines of economics, psychology, operations research, industrial engineering, and mathematics/statistics. Tasks generally involve issues of national importance and focus on one or more of the following: operator and 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.

Requirements:

Manager/Expert: Master's degree (or equivalent*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. For manager positions, at least three (of the ten) years of experience must be as a project manager on a large task or several small tasks involving complex transportation/logistics issues. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Senior Specialist: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

ORA Analyst**Functions:**

Performs studies, research, assessments, and analyses on transportation and logistics issues requiring general and specialized analytical techniques, understanding of transportation/logistics issues, understanding of transportation industry (public and private), and/or understanding of transportation operations. Tasks generally involve issues of national importance and focus on one or more of the following: 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.

Requirements:

Senior: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Middle: Bachelor's degree (or equivalent*) in one of the functional specialties and a minimum of five years of experience in the specialty area. Qualifying experience must include a minimum of three years intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Junior: Bachelor's degree (or equivalent*) in one of the functional specialties.

Project Engineer**Functions:**

Performs all phases of engineering support, including problem formulation/specification, system design, data collection, systems engineering and analysis, problem resolution, and documentation of results.

Requirements:

Senior: Bachelor's degree (or equivalent*) in an engineering discipline and a minimum of eight years of progressively increasing responsibilities in directly related project areas. Experience must include five years of specialized engineering experience involving major project management responsibilities.

Middle: Bachelor's degree (or equivalent*) in an engineering discipline and minimum of five years of progressively increasing responsibilities in directly related areas. Experience must include several phases typical of engineering support projects (e.g., problem formulation/ specification, system design, data collection, systems design, engineering and analysis, and documentation of results).

Junior: Bachelor's degree (or equivalent*) preferably in an engineering discipline closely related to project requirements.

*** Equivalency Table**

Labor Category	Qualifications Degree Only	Qualifications Degree + Experience	Qualifications Experience only
ORA Specialist (Manager/Expert)	N/A	Ph.D. plus 7 years MA/MS plus 10 years BA/BS plus 12 years	15 years ♦
ORA Senior Specialist ORA Senior Analyst Senior Project Engineer	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years ♦
ORA Middle Analyst Middle Project Engineer	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years ♦
ORA Junior Analyst Junior Project Engineer	BA/BS	N/A	3 years ♦
♦ When experience only is substituted, approval of the CO, or designee is required.			

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

SECTION D - PACKAGING AND MARKING

D.1 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate on a cover page the contract number and the job order number if applicable under which the information is being submitted, and shall describe the contents of the submission.

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

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

Number	Title	Date
52.246-3	Inspection of Supplies--Cost-Reimbursement.	APR 1984*
52.246-4	Inspection of Services—Fixed Price	AUG 1996**
52.246-5	Inspection of Services--Cost-Reimbursement.	APR 1984 *

* Applicable to CLINs 0001, 0002, 0003 and 0005

** Applicable to CLIN 0004

E.2 PLACE(S) OF PERFORMANCE AND INSPECTION/ACCEPTANCE

The places of performance set forth in Section F are hereby designated as the place for final inspection and acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR CLAUSES INCORPORATED BY REFERENCE

Number	Title	Date
52.242-15	Stop-Work Order. (AUG 1989) -- Alternate I	APR 1984

F.2 PERIOD OF PERFORMANCE

This contract shall be for a maximum period of five (5) years following the contract transition period, commencing on or about August 1, 2000, as shown in the following table. Full performance will begin on or about November 1, 2000.

CONTRACT MANAGEMENT AND ADMINISTRATION and INFORMATION SYSTEMS	
Transition	August 1, 2000-October 31, 2000
Base Period, Contract Year One	November 1, 2000-October 31, 2001
Base Period, Contract Year Two	November 1, 2001-October 31, 2002
Option Contract Year Three	November 1, 2002-October 31, 2003
Option Contract Year Four	November 1, 2003-October 31, 2004
Option Contract Year Five	November 1, 2004-October 31, 2005
OPERATIONS RESEARCH AND ANALYSIS (Optional Contract Line Item)	
Transition *	September 1, 2002-October 31, 2002
Transition *	September 1, 2003-October 31, 2003
Transition *	September 1, 2004-October 31, 2004
Contract Year Three	November 1, 2002-October 31, 2003
Contract Year Four	November 1, 2003-October 31, 2004
Contract Year Five	November 1, 2004-October 31, 2005

* Only one transition will take place upon exercise of CLIN 0003.

F.3 TRANSITION PERIOD

The transition period shall be for up to 90 days for IS immediately following contract award, and up to 60 days for ORA after exercise of the ORA option, if any, in accordance with the Contractor's transition plan (see Section B, CLIN 0004) as accepted by the Government.

F.4 PLACE OF PERFORMANCE

The services to be provided under this contract shall be provided at the following locations:

DOT/RSPA/Volpe National Transportation Systems Center
55 Broadway, Kendall Square
Cambridge, MA 02142-1093

And at other locations as designated in job orders.

F.5 DELIVERY SCHEDULES

<u>Deliverable</u>	<u>Schedule</u>	<u>Deliver To Whom</u>
1. Job Order Specifications	As tasks are generated (C.2.B.)	Job Order Initiator
2. Job Order Files	As files are generated (C.2.B.)	CO/COTR upon request
3. Monthly Status Reports	Monthly by the tenth of each month (C.2.B)	Job Order Initiator and COTR
4. Contract Funding and Labor Report	Monthly by the tenth of each month (C.2.B)	CO/COTR
5. UAS Input Files	Weekly, files for previous week's activity due COB the following Monday (C.2.B)	UAS Manager
6. Property Reports	Quarterly, by the fifteenth of February, May, August, and November (C.2.B)	CO
7. Property Inventory Listing	Within 30 days after end of contract years 1-5 (C.2.B)	CO
8. Annual Facilities Budget	20 days before the start of the fiscal year (FY) for the transition period and contract years 1-4. (C.2.B)	CO/COTR
9. Monthly Facilities Reports	Monthly by the tenth of each month (C.2.B)	CO/COTR
10. RYG Reports for each Directorate	Monthly by the tenth of each month (C.2.A)	COTR
11. Program Reviews for each Directorate	Twice yearly as scheduled by COTR (C.2.A)	COTR
12. Staff Qualifications (resumes)	Within 30 days of employment (C.2.A)	COTR
13. Monthly Staffing Report	Monthly by tenth of each month (C.2.A)	COTR
14. Cost Recovery Reports	Within 20 days after end of the FY Q1 & 2; Within 20 days after each month of FY Q3 & 4; and As requested in FY months 11 & 12 (C.2.A)	COTR
15. E and K Account Reports	Within 20 days after end of FY Q1 & 2; Within 20 days after each month of FY Q3 & 4; and as requested in FY months 11 & 12 (C.2.A)	COTR
16. Initial Quality Control Program	Within 30 days after effective date of the contract (C.2.A)	COTR
17. Annual Quality Program Updates	Within 30 days after end of contract years 1-4 (C.2.A)	COTR
18. Initial Configuration Management Program	Within 30 days after effective date of the contract (C.2.A)	COTR
19. Annual Configuration Management Updates	Within 30 days after end of contract years 1-4 (C.2.A)	COTR
20. Task Deliverables	As provided for in each job order (J.3)	Job Order Initiator
21. IS Transition Plan	Within 2 weeks of contract award (C.5.A)	CO/COTR
22. ORA transition Plan	As specified in written notification to exercise ORA option (C.5.B)	CO/COTR
23. Certificates of Insurance Policies	Within 10 days of contract award (H.2.(c))	CO
24. List of Onsite Employees	As specified in H.4.(d) (2)	CO and COTR
25. Designate Safety Representative	Within 10 days of contract award (H.6. (b))	CO

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, 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

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 or modify 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.

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

A Job Order Initiator - The CO may designate the Job Order Initiator in a job order to act as a representative of the CO to perform the duties of the COTR in connection with the technical oversight of individual job orders.

The CO, ACO, the COTR, and the job order initiator, unless otherwise indicated, are located at:

DOT/RSPA/Volpe National Transportation Systems Center
55 Broadway, Kendall Square
Cambridge, MA 02142-1093

G.3 INCREMENTAL FUNDING – Applicable to CLINs 0001, 0002, 0003 and 0005

Pursuant to FAR 52.232-22, entitled Limitation of Funds (APR 1984) herein incorporated by reference, this contract will be incrementally funded. The modification which allots funds to the contract will include the following information:

- The current estimated LOE and estimated cost;
- The amount allotted and obligated to the estimated cost; and
- The amount allotted and obligated for fixed fee/award fee.

The Limitation of Funds clause 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.

G.4 PAYMENT OF FIXED FEE – Applicable to CLINs 0002 and 0003

The Contractor may request provisional fee payment with each voucher. Provisional payment of fee will be subject to other relevant clauses of the contract, including retainage and Limitation of Funds.

The total fixed fee shall be payable upon receipt of a written certification from the Contractor that at least 90 percent of the LOE specified for the contract year has been expended. The Government may require the Contractor to provide additional effort up to 110 percent of the LOE specified for the contract year without any increase in the fixed fee. The fixed fee shall not vary with the cost of the actual effort supplied within this range.

In the event that less than 90 percent of the estimated LOE for the current year is actually expended by the end of the contract year, the Government shall reduce the fixed fee by the percentage by which the actual LOE is less than 90 percent of the estimated LOE.

G.5 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.6 OVERTIME AUTHORIZATION

The Contractor shall submit all requests for overtime to the COTR for approval. All requests must be supported in writing by the appropriate job order initiator. Any request for overtime which would have an impact on estimated job order cost must be further supported by an authorized modification to the job order. (NOTE: This overtime approval process does not replace or supersede the requirements of FAR 52.222-2, Payment for Overtime Premiums, or of FAR 52.222-41, Service Contract Act of 1965, as Amended, both of which are contained in Section I of this contract.)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INDIRECT COST RATE CEILINGS

Indirect Rate	Allocation Base	Base Period CY 1	Base Period CY 2	Option CY 3	Option CY 4	Option CY 5
Fringe Benefits	Note (1)					
Field Overhead	Note (1)					
Material Handling	Note (2)					
G & A	Note (3)					

Notes:

- (1) Allocation base is direct labor dollars.
- (2) Allocation base is subcontract and other direct costs except intercompany work orders (IWOs).
- (3) Allocation base is direct labor, fringe benefits, overhead, material handling, and travel.

The contractor shall not be reimbursed for indirect costs in excess of the aggregated dollars derived from the application of the individual ceiling rates, set forth above, to the appropriate base for their application.

The Government shall not be obligated to pay any additional amount should the final aggregate indirect cost rates exceed the negotiated ceiling rates and, in the event the final aggregate indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

All cost reimbursement subcontracts in excess of \$1,000,000 shall contain this same indirect rate ceilings clause.

H.2 INSURANCE -- LIABILITY TO THIRD PERSONS

(a) In accordance with FAR 52.228-7, Insurance-Liability to Third Persons, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below. Such insurance is 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) A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The Insurance Companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished by the CO.

(c) If the Contractor is proposing to self insure, it shall submit its self-insurance proposal to the ACO for approval in accordance with FAR 28.308.

H.3 ADDITIONAL INSURANCE REQUIREMENTS

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability- \$500,000 per occurrence.
- (c) Automobile Liability Insurance - \$400,000 per person, \$500,000 per occurrence bodily injury, \$20,000 per occurrence property damage.

H.4 SECURITY MEASURES ON THE VOLPE CENTER PREMISES

Any work under this contract which is performed onsite at the Volpe Center is subject to the security requirements in place at the Center. The Contractor should coordinate compliance with the COTR.

- (a) The Contractor is responsible for ensuring that personnel follow the security requirements/regulations of the Volpe Center.
- (b) The Contractor is responsible for obtaining a copy of the Volpe Center's security requirements/regulations, Volpe Center Order 1680.1.
- (c) All items of Government Property are subject to the Volpe Center's security regulations.
- (d) In order to obtain items such as room keys, parking gate keys, and identification badges, the Contractor shall:
 - (1) Submit a written request for these items of property to the COTR, who will make arrangements with the Volpe Center Security Office for obtaining these items.
 - (2) Submit an electronic list, within ten (10) calendar days of contract award, a list of its onsite employees to the CO and the COTR. Once the list is submitted, the Contractor will notify the CO of any staff changes when they occur, and shall electronically update the list of onsite employees every six (6) months thereafter.
- (e) When an employee leaves or is no longer assigned to the Center, the Contractor shall provide written evidence to the CO of the return of the items of Government Property noted in (d) above. The return of these items of property shall be coordinated with the Volpe Center Security Office.

H.5 SECURITY AND POSITION SENSITIVITY DESIGNATIONS

Portions of the work under Section C will require contract personnel with security clearances at Confidential or Secret levels, and in some instances, Top Secret. Cleared personnel must be available at the transition of the contract. The Contractor must also possess a Top Secret facility clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense

Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Section J.9 – DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254).

The Contractor shall comply with the following Position Sensitivity Designations as defined under DOT 1630.2A.

<u>Labor Category</u>	<u>Sensitivity Level</u>
Program Manager	3
Contract Administration personnel	2
Contract Management personnel	3
IS Manager/Expert	3
IS Senior Engineer	3
IS Senior Programmer/Analyst	3
IS Senior Programmer	3
*ORA Specialist (Manager/Expert)	3
*ORA Senior Specialist	3
*ORA Senior Analyst	3
*ORA Senior Engineer	3

*Applicable if and when the Government exercises an option for ORA services.

H.6 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES

Any work under this contract which is performed by the Contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

- (a) Performance of work on Government premises shall be confined to the area(s) specified by the CO or his/her duly authorized representative. In performance of this work, the Contractor shall conform to all safety rules and requirements in effect during the term of the contract and take such additional precautions as the CO may reasonably require for safety and accident prevention purposes.
- (b) The Contractor shall designate to the CO, in writing, a representative to serve as point of contact.
- (c) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.7 HOURS OF WORK

Contractor and subcontractor employees performing work on the Volpe Center premises under this contract shall adhere to the Volpe Center's established business hours, except as may be required by this contract to accomplish the performance of the work, or except as may be required by the CO or designated representative.

The Volpe Center will be closed during the ten holidays* observed by the Federal Government on a yearly basis. In addition, when Government employees are, by Executive Order or by official closing of the Volpe Center, excused from duty without loss of pay, Contractor employees who are assigned for duty

at the Volpe Center may be similarly excused if they are ready, willing, and able to work. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost. Reimbursement shall be on a direct cost basis and shall be considered productive direct labor. This in no way relieves the Contractor of its responsibility for continuing performance of critical requirements for which special instructions will be issued to the Contractor by the CO or designated representative.

* FEDERAL HOLIDAYS

Federal holidays are the only holidays observed by the DOT/Volpe Center and are defined as follows:

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

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

H.8 WARRANTIES

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

H.9 LICENSES

With respect to any computer software, databases or other licensed product acquired under this contract for immediate or eventual delivery to or use by the Government, the Contractor shall identify the Government as the Licensee and ensure that the license, together with any associated rights, shall run to the Government.

H.10 YEAR 2000 COMPLIANCE

The Contractor shall ensure that all hardware, software, and firmware products delivered under this contract ("products") shall be year 2000 compliant. This means the product must be 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.

H.11 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.12 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 for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, the Contractor's objectivity in performing the work may be impaired by its other business activities; the nature of the work to be performed may result in unfair competitive advantage to the Contractor in future Government procurements; or the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

(b) 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 contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has 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, 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, system 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.

(c) 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.

(d) 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 of controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation which has a majority or controlling interest in the Contractor, and those of any corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The Government may, in its sole discretion, waive any provisions of this clause if deemed to be in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

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

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

*** NOTE: The following firms are considered to be precluded from award as the prime Contractor of this contract.**

All prime Contractors and subcontractors for the following Volpe Center Multiple Contractor Resource Base (OMNI III) contracts that are currently in effect or will be in effect during the performance of this contract:

- Security Systems (SS) (DTRS57-98-D-00022 through 00026)
- Communications, Navigation, and Surveillance (CNS) Systems (DTRS57-98-D-00047 through 00050)
- Operations Research and Analysis (ORA) (DTRS57-99-D-00030 through 00036)
- Information Systems Engineering (ISE) (To Be Determined)

H.13 MINIMUM PRODUCTIVE LABOR HOUR REQUIREMENTS

A labor year, for purposes of this contract, is defined as 2,087 productive labor hours (excludes Federal Holidays). Productive labor hours are defined as those hours worked by Contractor employees in performance of services specified in Section C of this contract.

The minimum hours of labor specified in the Section C.7.A. in Tables A and B are for productive hours.

Each Contractor and subcontractor performing work under this contract shall keep the records identified below for each employee performing the work described in the contract:

- (1) Employee's name;
- (2) Employee's work classification(s);
- (3) Employee's daily hours worked at DOT/Volpe Center.

H.14 TRAVEL

Payment for travel directly related to the performance of work in accordance with Section C shall not be allowable unless authorized under a job order. The actual costs for lodging, meals and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. A written justification must be provided for higher amounts in special or unusual circumstances, in accordance with FAR 31.205-46.

Compensation for time in excess of eight hours a day is allowable only to the extent such compensation conforms to established compensation practices throughout the Contractor's organization on non-Governmental work.

H.15 SALES TAX EXEMPTION

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

The Contractor will be provided with Tax Exemption Certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement (see each individual job order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

H.16 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 which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and
- (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 CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(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 CO promptly after award.

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

(e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that: (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and (4) the Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

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

(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 FAR 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in FAR 52.227-14.

H.17 CONTRACTOR RESPONSIBILITY

The Contractor shall, without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees, shall be made good by the Contractor at its expense.

H.18 ADJUSTMENT OF STAFFING LEVEL OR SKILL MIX – Applicable to CLINs 0002 and 0003

The staffing requirements described in the Statement of Work represent the best estimate of the Government's needs at the outset of the contract, based on usage in the year prior to award. However, to assure that available Contractor staffing continues to match the Government's needs, the CO by contract modification may increase or decrease the total productive direct labor hours (or equivalent productive labor years) and/or skill mix by a maximum of 20 percent for any or each year of performance. The increase/decrease will be based on the prior year's usage.

Notwithstanding any increase or decrease under any other provision of the contract, including but not limited to the changes and terminations provisions, no increase will be made in the overhead and General and Administrative (G&A) ceiling rates established and made a part of this contract. Additional or reduced fixed fee will be negotiated for the year(s) in which the required increase or decrease is to take effect.

Further, if a staffing level increase/decrease or skill mix adjustment is required under this provision and results in an increase/decrease in direct labor hours or skill mix adjustment under any cost reimbursement subcontract, the subcontract estimated cost shall be increased or decreased.

The Government will provide the Contractor with advance notice at least 30 calendar days prior to the CO's issuance of a modification for such an increase/decrease or skill mix adjustment. The Contractor will provide the Government with its cost proposal and staffing plan within 15 calendar days after receipt of notice. Notwithstanding any adjustment under this or any other provision of the contract or subcontract, including but not limited to the changes and terminations provisions, no increase will be made in the overhead and G&A ceiling rates established during negotiation between the prime Contractor and the subcontractor(s), which ceilings are made a part of the subcontract(s).

H.19 GOVERNMENT FURNISHED EQUIPMENT AND SERVICES

The Government will furnish all supplies, material, and equipment required for the work to be performed. This includes but is not limited to the following:

Office Equipment

The Volpe Center will provide the following items for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space: desks, chairs, tables, bookcases, marker boards, waste baskets, reproduction equipment, office supplies, and cabinets. The Government may supply additional furniture and equipment of a similar nature to any location if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

Telecommunications Service

The Volpe Center will provide telephone equipment and service, including voice mail, and facsimile machines for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space. The Government may supply additional equipment/service of a similar nature to any location if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

Computers and Peripheral Equipment

The Volpe Center will provide computer workstations with basic software applications, including future technology refreshments; e.g., e-mail, Windows 98, Microsoft Office 97, and printers, for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space. The Volpe Center will connect these computers to the Volpe Center local area network and provide network support. The Volpe Center will also provide project specific computers, software, and peripherals for official use in connection with activities required by the SOW. The Government may supply additional equipment/service of a similar nature to any location, if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

The Volpe Center will generally provide the above equipment and services directly. On occasion, with the prior approval of the CO and COTR, it may be preferable for the Contractor to purchase equipment and supplies necessary for accomplishment of services required by the SOW and for the Government to reimburse the Contractor for those purchases.

H.20 USE OF GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES

The Contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE) (including, without limitation, computers, telephones, and modems) and Services provided by the Government (including, without limitation, telephone service, electronic mail, and internet services) only in an authorized manner and consistent with applicable law, and policies, orders and regulations of the Department of Transportation and the Volpe Center, as they may be amended from time to time (See DOT Orders H 1350.2 Ch. 14-3 and 14-4, and Volpe Order 1370.6).

The Volpe Center routinely monitors use of the internet and electronic mail for unauthorized use. The Contractor must warn its employees and subcontractors that they should have no expectation of privacy while using GFE and Services provided by the Government.

The Contractor agrees to include the substance of this clause in company policy and procedures or employee rules of conduct, and to include a statement that the Contractor will take appropriate disciplinary action should violations occur. The Contractor shall periodically remind its employees and subcontractors of this policy.

H.21 GOVERNMENT-CONTROLLED PROPERTY

Property assigned to the Contractor for use under this contract will be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA, in accordance with Section I, Property clause(s).

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

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, Rescission, 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 Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	MAR 2000
52.216-8	Fixed Fee.	MAR 1997
52.217-8	Option to Extend Services.	NOV 1999
52.217-9	Option to Extend the Term of the Contract.	MAR 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	JAN 1999

52.219-8	Utilization of Small Business Concerns.	OCT 1999
52.219-9	Small Business Subcontracting Plan.	OCT 1999
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-2	Payment for Overtime Premiums. (fill-in: \$0.00)	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation.	JUL 1995
52.222-26	Equal Opportunity.	FEB 1999
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.	JAN 1999
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984
52.225-11	Restrictions on Certain Foreign Purchases.	FEB 2000
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-14	Rights in Data - General.	JUN 1987
52.227-16	Additional Data Requirements.	JUN 1987
52.227-17	Rights in Data - Special Works.	JUN 1987
52.227-18	Rights in Data - Existing Works.	JUN 1987
52.227-19	Commercial Computer Software – Restricted Rights.	JUN 1987
52-228-5	Insurance--Work on a Government Installation.	JAN 1997
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.	NOV 1999
52.232-1	Payments.	APR 1984
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Payment by Electronic Funds -- Transfer Central Contractor Registration.	MAY 1999

52.233-1	Disputes.	DEC 1998
52.233-1	Disputes. (OCT 1995) -- Alternate I.	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award. (AUG 1996) -- Alternate I.	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Identification of Uncompensated Overtime.	OCT 1997
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
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) -- Alternate II.	APR 1984
52.243-7	Notification of Changes.	APR 1984
52.244-2	Subcontracts. (AUG 1998) -- Alternate II.	AUG 1998
52.245-1	Property Records.	APR 1984
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
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	JUN 1997
52.248-1	Value Engineering.	FEB 2000
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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

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 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits
Documentation Clerk 01060	\$12.96/Hr \$1.92/Hr

I.5 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

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

(a) Definitions.

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

I.7 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT. (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

- (i) By the Contractor under a cost-reimbursement contract; and
- (ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained onsite by the Contractor and made available for GSA onsite audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(c) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show—

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.8 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

(a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder 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:

Personnel proposed and accepted by the Government in the contract are considered Key Personnel subject to the above provisions for the purpose of this contract:

<u>CLIN</u>	<u>Organization Position or Labor Category</u>	<u>Key Personnel</u>
0001	Project Manager	
0001	Deputy Project Manager	
0001	Manager of Strategic Programs and New Tasking	
0001	Manager of Environmental Safety and Security	
0001	Manager of Information and Logistics	
0001	Manager of Traffic and Operations	
0001	Manager of Telecommunications	
0001	Manager of Contract Administration	
0001	Contract Management	
0001	Contract Management	
0001	Contract Management	
0002	IS Manager/Expert	
0002	IS Manager/Expert	
0002	IS Manager/Expert	
0002	IS Manager/Expert	
0002	IS Senior Engineer	
0002	IS Senior Engineer	
0002	IS Senior Engineer	
0002	IS Senior Engineer	
0002	IS Senior Engineer	
0002	IS Programmer/Analyst	
0002	IS Programmer/Analyst	
0002	IS Programmer/Analyst	
0002	IS Programmer/Analyst	

0002	IS Programmer/Analyst	
0002	IS Senior Programmer/Analyst	
0002	IS Programmer/Analyst	
0002	IS Senior Programmer	
0002	IS Senior Programmer	
0002	IS Senior Programmer	
0002	IS Senior Programmer	
0002	IS Senior Programmer	

NOTE: The Key Personnel proposed and accepted by the Government for CLINs 0001, 0002 and 0003, if exercised, are to be incorporated into this contract. In the award of this contract, the Government may not have accepted all Key Personnel submitted by the Contractor. If 100 percent of the proposed personnel are not acceptable, then the Contractor shall, within 14 days of the award date of the contract, provide the resumes of proposed substitute personnel along with information regarding the full financial impact of the change. If the ORA option is exercised, the additional Key Personnel proposed and accepted for CLINs 0001 and 0003 will be incorporated into this clause.

I.9 TAR 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994) (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)

(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 30 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.10 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN. (OCT 1994) (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)

(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 30 calendar days prior to the start of the first evaluation period.

(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 within 45 calendar days prior to the start of the evaluation period to which the change will apply.

I.11 TAR 1252.216-73 DISTRIBUTION OF AWARD FEE. (OCT 1994) (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)*

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: (to be completed at time of award)
Available Award Fee: (to be completed at time of award)

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the Contracting Officer's authorized representative of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

***NOTE: For purposes of this contract, there is no base fee; the total fee amount shown for CLIN 0001 is considered to be award fee.**

SECTION J - LIST OF ATTACHMENTS

- J.1 BILLING INSTRUCTIONS AND PROCEDURES
- J.2 ELECTRONIC SUBMISSION REQUIREMENTS
- J.3 JOB ORDER SYSTEM PROCEDURES
- J.4 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS
- J.5 PERFORMANCE EVALUATION PLAN
- J.6 RED-YELLOW-GREEN REPORTING FORMATS
- J.7 MONTHLY STAFFING REPORT REQUIREMENTS
- J.8 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS

SECTION J – ATTACHMENTS**J.1 BILLING INSTRUCTIONS AND PROCEDURES FOR THE CONTRACTOR****A. Voucher Submission**

The Contractor is responsible for the preparation and submission of reimbursement claims in accordance with the terms of the contract. Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, shall be used. SF-1035, the Continuation Sheet, or a similar substitute shall also be used. Reproductions are acceptable.

The Contractor shall submit an original and three copies of each voucher, continuation sheet, and supporting documentation to the following address:

DOT/Volpe Center
55 Broadway, Kendall Square
Accounts Payable, DTS-823
Cambridge, MA 02142-1093

The Contractor shall also submit one concurrence copy of the above to the Administrative Contracting Officer (ACO) and one concurrence copy to the Contracting Officer's Technical Representative (COTR).

Vouchers may be submitted at the beginning of each calendar month for costs incurred during the previous month's user accountability period. Costs incurred earlier than the preceding month, but not previously billed, may be stated on the SF-1034/1035. Vouchers may be submitted once every month; other billing arrangements may at times be made subject to approval by the ACO.

B. Preparation of Public Voucher, SF-1034

Every voucher submitted for payment must contain the appropriate serial number, beginning with No. 1 and using consecutive numbers, to be placed in the block entitled "VOUCHER NO." The same voucher number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets). If the Contractor wishes to use its own number as well, it is to be placed in the block entitled "SCHEDULE NO." directly below the voucher number.

Every voucher submitted for payment must contain the date of preparation to be placed in the block entitled "DATE VOUCHER PREPARED."

Every voucher submitted for payment must contain the correct contract number and the commencement date of the contract to be placed in the block entitled "CONTRACT NUMBER AND DATE" (for example, DTRS57-99-C-00020, 11/01/2000). The contract number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets).

Every voucher submitted for payment must contain the payee's name and address, or the bank or organization to which payments have been assigned, to be placed in the block entitled "PAYEE'S NAME AND ADDRESS." (Reference FAR, Subpart 32.8)

Every voucher submitted for payment must show the beginning and ending month, day and year of delivery or service for costs claimed for reimbursement, to be placed in the block entitled "DATE OF DELIVERY OR SERVICE" (for example, November 1, 2000 to November 30, 2000).

C. Continuation Sheets, SF-1035

The first continuation sheet submitted shall be a high level summary of contract costs identified by contract line item number (CLIN) and displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period.

The next four to six plus continuation sheets submitted shall be a summary of each contract line item:

- at least one sheet for costs related to Contract Management and Contract Administration;
- at least one sheet for costs related to Information Systems Support;
- if applicable, at least one sheet for Operations Research and Analysis Support;
- if applicable, at least one sheet for Transition, and
- at least one sheet for Other Direct Costs (ODCs).

Each continuation sheet submitted shall be displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period. A breakdown of the following, where applicable, shall also be provided:

- Percentage of firm-fixed-price being billed on current voucher;
- Direct prime contractor labor hours and costs;
- Indirect cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Overhead cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Detailed listing on all ODCs being billed (specific supporting details for ODCs is requested in D below);
- Subcontractor labor hours and cost;
- General and Administrative (G&A) costs (applicable rate for the current billing period must be displayed);
- Award Fee;
- Fixed Fee; and
- Any comments or notes to further explain costs.

D. Supporting Detail Sheets

Supporting detail sheets are required for all labor hours and costs being billed. The detail sheets shall contain a listing by labor category of hours and total dollars for the current billing period, contract year-to-date, and contract-to-date. In addition, all labor hours and costs must be displayed by individual company (prime and subcontractor). Totals on the detail sheets must match totals on the continuation sheets.

Supporting detail sheets are also required for all ODCs being billed. For example:

- All travel costs (local and non-local) being billed on the current voucher must contain supporting details including traveler's name, User Accountability System (UAS) job order number to which travel is being charged, destination, description of costs (e.g., Airfare, meals, lodging, telephone) and amount;
- All facilities-related costs being billed on the current voucher (RFP-stipulated costs of space, telecommunication, and backbone and any Offeror-proposed costs) must be broken down into the detailed categories approved in the annual facilities budget; and

- All overtime premium charges being billed on the current voucher must contain by employee and labor category a breakdown of hours and dollars.

E. Adjustments

Any adjustments in hours and/or costs that have been made to previously billed vouchers (e.g., costs withheld by the Government) that have an affect upon contract year-to-date and/or contract-to-date hours and/or costs must be shown in a separate column and properly reflected in all totals.

Any adjustments in hours and/or costs that have been made, or are being made with the current voucher, to prior contract years must be accurately and clearly displayed (e.g., use of applicable rate for period in which service was delivered), and detailed on a separate continuation sheet.

F. Additional Instructions

Additional instructions and procedures for billing may be provided by the ACO after contract award.

J.2 ELECTRONIC SUBMISSION REQUIREMENTS

All documents that have been requested for submission in electronic format must meet the following requirements, in addition to any specifications stated in other sections of this contract:

- Year 2000 Compliant;
- Compatible with Microsoft Office 97 or Microsoft Office 97 compatible electronic products (Microsoft Office 97 products include Word 97, PowerPoint 97 and Excel 97);
- Virus free

Electronic documents that do not satisfy the above will not be accepted. These specifications may be modified by the COTR during the performance of the contract.

J.3 JOB ORDER SYSTEM PROCEDURES

A. SUPPORT UNDER THE TECHNICAL SUPPORT SERVICES CONTRACT

1. Introduction

The Volpe Center has a portfolio of 300+ transportation and logistics projects that 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. The Technical Support Service Contract (TSSC) provides a dedicated labor pool of information systems engineering and technology professionals capable of meeting the Volpe Center's programmatic requirements. This TSSC also includes an option for providing a dedicated pool of highly skilled professionals in the transportation and logistics operations research and analysis functional area.

2. Project Characteristics

The Contractor provides staff resources capable of performing the necessary functions in response to task assignments presented by a variety of Volpe Center project leaders. Task scope, level of effort (LOE), and performance periods vary widely; some tasks average more than 30 labor years per year and some less than 1 labor year. Periods of performance can range from several weeks to the length of the contract.

B. THE JOB ORDER SYSTEM

The Volpe Center monitors and tracks work performed on the TSSC through a job order system. All work performed must have a job order with appropriate supporting documentation, authorization, and certifications. The User Accountability System (UAS) is the automated information system that supports the job order system.

1. Initiation of Task

"Contact persons" on the Contractor's staff will be identified as the primary point of contact for each major user organization at the Volpe Center. This individual is a senior level management employee who is thoroughly familiar with the contract scope and special provisions so he/she can appropriately advise contract users on the full range of capabilities available under the contract. When necessary, the contact person can seek the guidance and/or participation of the Contracting Officer's Technical Representative (COTR).

Initially, the Volpe Center contract user (initiator) can contact either the COTR or the contact person assigned to his/her organization, stating the need for technical support services. A meeting between the initiator and a member of the Contractor's staff will then be arranged. The purpose of this meeting is to discuss the requirement and to develop a mutual understanding of the task to be performed, including the skills needed to support the task, schedules, budget, milestones, and other key issues. At this time, the initiator should provide all the pertinent documentation and material to the Contractor, along with the proper funding information. A Job Request Form A (Figure 1) is prepared by the Contractor and returned to the initiator for approval in accordance with Volpe Center Announcement #95-27 dated 8/31/95 (Figure 2). Attached to the Job Request Form A is a detailed task specification package that includes:

- a. Identification of a task leader from the Contractor's staff;
- b. Task definition (a detailed statement of the work to be done);
- c. Deliverable end items;
- d. Milestone objectives and schedules;
- e. Computer and personnel resource requirements and scheduling;
- f. Documentation and reporting requirements; and
- g. Completion date(s).

A minimum level of documentation is provided for each task upon completion. Due to the wide variety of customers served by the Volpe Center, there is no one set of guidelines that is specified to govern documentation. Specific task deliverables (e.g., software, studies, reports, documentation to other standards) and schedules are delineated in the task specification. All deliverables are submitted to the task initiator.

Once approvals are obtained, a Job Number is assigned to the task, and the completed form is forwarded to the Volpe Center Financial Management Division for certification and commitment of funds. The Job Number and associated information is then entered into the User Accountability System (UAS) to establish a record against which contract labor and travel will be reported.

2. Support of Task

Once the task is underway, the Contractor will maintain contact with the initiator to keep him/her aware of the progress and status of the task. This is done through periodic meetings with the initiator and monthly status reports submitted to the initiator and the COTR. These progress reports are submitted at intervals as requested by the initiator through the Job Order, and as part of the Contractor's monthly reporting requirements. Unless otherwise specified in the Job Order, these reports contain in narrative form the accomplishments of the time period involved along with the planned work for the following period, a description of any problem areas encountered, and a status of project activity and funding. When appropriate, the Contractor will hold technical discussions with the initiator to review intermediate results and clarify any problems that may arise.

If during the support of a task, the task objectives and/or estimates change significantly, the Contractor must develop and submit for approval the new task specification/ requirements. The procedures in such a case are the same as those set forth in developing a new task specification.

J.4 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS

A. INTRODUCTION

The User Accountability System (UAS) is an automated information system that supports the Technical Support Services Contract (TSSC). The objective of the system is:

1. To provide contract users with weekly reports reflecting (1) current (weekly, month-to-date, and year-to-date) task estimates (commitments), and (2) current utilization (obligations);
2. To provide the COTR with data essential to monitoring the TSS Contract;
3. To generate reports used by the Contractor's management staff to manage activity at the task level; and
4. To provide for automatic generation and input of charges into the Center's Financial Management System.

B. INPUT TO UAS

The UAS is dependent upon two main sources of input: Job Order Forms and Contractor Labor Charges.

1. Job Order Form

The Job Order Form, also known as the UAS Form A (Figure 1), is the source document for establishing a task under the contract. This form is also used to revise, modify, or delete a task once it has been established. The controlling element is the Job Number. The Financial Management Division also uses this form as the official document for commitment of program funds once the appropriate approvals have been obtained. The information from these forms is entered into the UAS to create or update a job order record. The detailed specifications and descriptions of the task are provided by the Job Order Initiator or the Contractor Task Leader and attached to the Form A.

2. Contractor Labor Charges

Each week the Contractor provides the Program Development and Resource Management Division with a breakdown of hours used in support of each task. This information is entered into the UAS whereby the time and cost figures are updated for each task according to a pre-established rate structure.

C. RESPONSIBILITY

The UAS is run twice weekly. The first run is a preliminary run to input weekly labor charges. This system update is scheduled for close of business (COB) each Monday. (COB Tuesday is the latest this update can take place.) It is the Contractor's responsibility to provide the UAS System Manager with a labor file on a timely basis. The second run (which takes place on Wednesday of the same week) will process labor adjustments, if any. During the run, files and reports are produced for the Financial Management Division to update the Volpe Center's financial management systems. These files and reports must be turned over to the Volpe Center's Financial Management Division on Thursday of each week.

D. OUTPUT

The UAS provides reports on a weekly basis. As a rule, weekly closings are on Wednesday of each week and monthly closings are as of the last Saturday of each month. Closings generate the only official UAS reports and data. Unofficial UAS reports and data are generated by the preliminary runs and serve as an aid in the function of monitoring project activity.

E. USER ACCOUNTABILITY SYSTEM (UAS) REPORTS

There are multiple reports generated by UAS for the administration and monitoring of the operation/performance of the contract. The distribution of these reports varies with requirements. The reports are designed to satisfy the specific needs of functional areas and to provide current technical and financial information to Volpe Center Manager, Job Order Initiators, and the Contracting Officer's Technical Representative (COTR).

J.5 PERFORMANCE EVALUATION PLAN

PERFORMANCE EVALUATION PLAN

FOR

Contract No. DTRS57-00-C-10045

With Computer Sciences Corporation

APPROVED BY:

(Signature) (Date)
Fee Determination Official

(Typed Name) (Title)

Introduction

This plan covers the administration of the award fee provisions for Contract Line Item Number (CLIN) 0001, Contract Management and Administration, of Contract No. DTRS57-00-C-10045, dated TBD, with Computer Sciences Corporation.

The Contractor is required to provide onsite technical support services. CLIN 0001 requires the Contractor to provide contract management and administrative support services. The term of CLIN 0001 is from November 1, 2000 through October 31, 2005. The estimated cost of performing CLIN 0001 and the maximum available award fee by contract year is in the table below. (The base fee is zero.)

Contract Year	Estimated Cost	Maximum Award Fee Available
Base Year 1	\$2,078,175.00	\$155,863.00
Base Year 2	\$2,144,821.00	\$160,862.00
Option Year 1	\$2,350,896.00	\$176,317.00
Option Year 2	\$2,424,329.00	\$181,825.00
Option Year 3	\$2,513,736.00	\$188,530.00
Option Year 1 w/ ORA	\$325,495.00	\$24,412.00
Option Year 2 w/ ORA	\$333,159.00	\$24,987.00
Option Year 3 w/ ORA	\$343,457.00	\$25,759.00

The estimated cost and award fee are subject to equitable adjustments arising from changes or other contract modifications. The award fee payable will be determined periodically by the Fee Determination Official in accordance with this plan. Fee not earned during any given evaluation period will not be accumulated and will not be available for allocation in subsequent periods. Award fee determinations are not subject to the Disputes clause of the contract. The Fee Determination Official may unilaterally change the matters in this plan, unless otherwise requiring mutual agreement under the contract, provided the Contractor receives notice of the changes at least 45 calendar days PRIOR TO the beginning of the evaluation period to which the changes apply.

Organizational Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

Fee Determination Official (FDO)

The FDO is the Director, Office of Strategic Programs and Resource Planning. Primary FDO responsibilities are: (1) Determining the award fee earned and payable for each evaluation period; and (2) Changing the matters covered in this plan when appropriate.

Chair, Performance Evaluation Board (Board)

The Chair of the Board is the Chief, Program Development and Resource Management Division. The Chair will appoint Board members prior to the start of each evaluation period. Primary responsibilities of the Board are: (1) Conducting periodic evaluations of Contractor performance and submitting a written report to the FDO covering the Board's findings and recommendations for each evaluation period; and (2) Recommending changes to this plan to the FDO to improve the process or performance of the Contractor.

Evaluation Methods

The evaluation periods, available fees, factors, weights, and criteria are attached to this plan as indicated below.

Requirement	Attachment
Evaluation Periods, Available Fee, Factors, and Weights	A
Evaluation Criteria for Factor No. 1	B.1
Evaluation Criteria for Factor No. 2	B.2
Evaluation Criteria for Factor No. 3	B.3
Evaluation Criteria for Factor No. 4	B.4

The Board will assess the Contractors performance and assign a rating for each evaluation criteria. Using the assigned weights as guidance, the Board will create a summary performance rating. Rating levels and descriptions for both the evaluation factors and summary evaluation are listed below.

Adjectival Rating	Description
Excellent	Exceptional merit exhibited against Contract and task-level requirements; achievement of distinguished results; numerous strengths observed; no performance deficiencies or weaknesses observed.
Very Good	Fully responsive and compliant with all contract and task-level requirements; highly effective results; a number of strengths; no more than one or two performance weaknesses observed; no performance deficiencies noted; weaknesses have no impact on overall contract performance.
Satisfactory	Fully responsive with all contract and task-level requirements; adequate results; some strengths observed; some performance weaknesses noted; few, if any, deficiencies noted; deficiencies have only a limited impact on overall work performance.
Poor	While responsive to contract and task-level requirements, results are less than adequate; performance weaknesses and/or deficiencies noted with a clear impact on overall contract performance; no strengths observed; a number of weaknesses and deficiencies noted; risk of unacceptable performance in future is high.
Unacceptable	Inadequate or limited results in meeting contract and task-level requirements; significant reportable deficiencies noted which adversely impact overall contract performance. Immediate corrective action required.

For purposes of assigning ratings, the following definitions are provided:

Performance Strength

A performance feature which substantially exceeds the Government's requirements at the contract or task-level with regards to quality, effort, costs, schedule, and impact.

Performance Weakness

Performance that only marginally meets the Governments requirements as stated at the contract or task-level.

Performance Deficiency

Failures to address, perform, and/or meet contract or task-level requirements or performance evaluation criteria.

Summary performance ratings will form the basis for the award fee determination. The chart below provides guidance for converting the summary rating to a fee determination.

Summary Rating	Percentage of Fee
Excellent	90 – 100
Very Good	71 – 89
Satisfactory	31 – 70
Poor	10 – 30
Unacceptable	0

The fee percentage indicated in the above conversion table and the element weights in Attachment A are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of interim or final award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of interim or final award fee earned.

Method for Determining Award Fee

A determination of the award fee earned for each evaluation period will be made by the FDO within 60 days after the end of the period. The method to be followed in monitoring, evaluating and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

The Chair will convene the Board prior to the start of each performance period. Board members will review the Performance Evaluation Plan and establish a plan for monitoring performance of each evaluation factor. Board members will be selected on the basis of their expertise relative to performance areas of emphasis. The Chair will ensure that each Board member receives a current copy of this plan and appropriate orientation and guidance. The Chair will request and obtain additional performance information from other units or personnel normally involved in observing Contractor performance, as appropriate.

Promptly after the end of each evaluation period, the Board will meet to consider all the performance information it has obtained. At the meeting, the Board will assign a summary rating based upon its preliminary findings and recommendations. The Board may then meet with the Contractor to discuss the

preliminary findings and recommendations. At this meeting, the Contractor is given an opportunity to submit information on its behalf, including an assessment of its performance during the evaluation period. After meeting with the Contractor, the Board will consider matters presented by the Contractor and finalize the summary rating and fee recommendations for the evaluation report.

The Chair will prepare the final report for the period and submit it to the FDO for use in determining the award fee earned. The Contractor may be notified of the Board's recommendation. The Contractor may provide additional information for consideration by the FDO. When submitting the report, the Chair will inform the FDO whether the Contractor desires to present any matters to the FDO before the award fee determination is made.

The FDO will consider the evaluation report and discuss it with the Chair and other personnel, as appropriate. The FDO will consider the recommendations of the Board; information provided by the Contractor, if any; and any other pertinent information in determining the amount of award fee to be paid for the period. The FDO's determination of the amount of award fee to be paid and the basis for this determination will be stated in writing.

The Contractor will be notified by the Contracting Officer (CO) of the FDO's determination. Upon request, the Contractor will be provided with a debriefing by the FDO.

Changes in Plan Coverage

Right to Make Unilateral Changes

Any matters covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made without formal modification of the contract.

Method for Changing Plan Coverage

Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award fee determination process. Recommended changes should be sent to the Board for consideration and drafting.

Prior to the end of each evaluation period, the Board will submit its recommended changes, if any, applicable to the next evaluation period for approval by the FDO with appropriate comments and justification.

45 calendar days before the beginning of each evaluation period, the CO will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or if the notification is not provided within the agreed-to number of working days before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period.

Action	Schedule (Calendar days)
Board drafts proposed changes	Ongoing
Board submits recommended changes to FDO for approval	75 days prior to end of each period.
Through CO, FDO notifies Contractor as to whether or not there are changes	45 days before start of the applicable period.

ATTACHMENT A
EVALUATION PERIODS, AVAILABLE AWARD FEE, AND EVALUATION FACTORS & WEIGHTS

Contract No. _____

With _____

Period Number	Start Date	End Date	Max. Avail. Award Fee
1	November 1, 2000	April 30, 2001	\$77,931.50
2	May 1, 2001	October 31, 2001	\$77,931.50
3	November 1, 2001	April 30, 2002	\$80,431.00
4	May 1, 2002	October 31, 2002	\$80,431.00
5	November 1, 2002	April 30, 2003	\$100,364.50*
6	May 1, 2003	October 31, 2003	\$100,364.50*
7	November 1, 2003	April 30, 2004	\$103,406.00**
8	May 1, 2004	October 31, 2004	\$103,406.00**
9	November 1, 2004	April 30, 2005	\$107,144.50***
10	May 1, 2005	October 31, 2005	\$107,144.50***

* includes \$12,206.00 Award Fee for ORA Option, only if exercised

** includes \$12,493.50 Award Fee for ORA Option, only if exercised

*** includes \$12,874.50 Award Fee for ORA Option, only if exercised

Performance Evaluation Factors and Weights

Evaluation Factor	Weight
1. Technical Leadership	30%
2. Staffing	30%
3. Cost Control	20%
4. Quality Control	20%

ATTACHMENT B.1
EVALUATION CRITERIA FOR FACTOR NO. 1 – TECHNICAL LEADERSHIP

Factor Weight: 30%

Factor Description: Technical Leadership – excellence in technical support to Volpe Center information systems projects.

Sub-factors to Consider:

- Provides strong information systems capability
- Identifies emerging information technologies and methodologies
- Provides technical guidance to meet project goals on time, within budget, and with a quality product

Evaluation Criteria:

- Contractor's information systems capability is instrumental in developing and maintaining Volpe Center business
- Contractor's staff identifies new technologies/methodologies; shares information with key Volpe Center personnel; promotes their adoption; and effectively advocates for high-caliber information system capabilities
- Contractor's management team is recognized as adding technical value to projects and tasks
- Technical tasks meet project goals on schedule and within budget
- Task deliverables meet quality requirements of Volpe initiators

Basis for Measuring Performance:

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports
- Red-Yellow-Green monthly reporting
- Monthly Funding and Labor reports
- Fill rate in key leadership positions

ATTACHMENT B.2
EVALUATION CRITERIA FOR FACTOR NO. 2 – STAFFING

Factor Weight: 30%

Factor Description: Staffing – maintain the necessary staffing level and labor mix to meet Volpe Center user requirements.

Sub-factors to Consider:

- Provides high caliber of staff
- Staffs tasks for cost effectiveness
- Brings in new skills quickly
- Minimizes staff down time

Evaluation Criteria:

- Tasks are staffed with appropriately skilled and motivated staff whose performance enhances task outcomes
- Tasks are not over-staffed
- Tasks are staffed to insure deliverables are met with the lowest overall costs to the Volpe customer
- Unwanted turnover is kept to a minimum
- Project schedules and deliverables are minimally disrupted when turnover occurs
- Ensures overall contract staffing minimizes downtime between tasks
- Obtains new skill requirements quickly, efficiently, and effectively

Basis for Measuring Performance:

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports
- Monthly Funding and Labor reports
- Staffing Report
- Turnover rates
- Staffing costs and times
- Red-Yellow-Green monthly reporting

ATTACHMENT B.3
EVALUATION CRITERIA FOR FACTOR NO. 3 – COST CONTROL

Factor Weight: 20%

Factor Description: Cost Control – management of the cost recovery process and E and K accounts budgets.

Sub-factors to Consider:

- Support to cost recovery process, including estimation of annual contract costs and process account budgets, estimates for demand for labor, recommendations for rate setting, tracking of cost recovery, and recommendations for improved processes and/or resolution to problems
- Management of E and K accounts budgets
- Separation of costs among contract line items

Evaluation Criteria:

- Accuracy of process account estimates
- Effectiveness of methodologies
- Accuracy of process account tracking
- Effectiveness of recommendations for problem resolution
- Effectiveness in communications with COTR
- Effectiveness in managing E and K accounts to improve overall contract performance
- Effectiveness in managing to budget.
- Accuracy of invoicing of contract line item costs.

Basis for Measuring Performance:

- Contractor progress reports to COTR
- Invoices

ATTACHMENT B.4
EVALUATION CRITERIA FOR FACTOR NO. 4 – QUALITY CONTROL

Factor Weight: 20%

Factor Description: Quality Control – processes for assuring technical excellence of task deliverables.

Sub-factors to Consider:

- Quality assurance program
- System for configuration management
- Software process improvement program

Evaluation Criteria:

- Delivery of quality technical products is accomplished per job order
- A comprehensive quality control program is established, is well understood by Contractor management and staff, is operational, and results in improved quality of deliverables and/or reduced deliverable costs
- A comprehensive system for configuration management is established, is well understood by Contractor management and staff, is operational, and results in high quality, repeatable deliverables
- A comprehensive software process improvement program is established, is well understood by Contractor management and staff, is operational, and result in high quality, repeatable deliverables

Basis for Measuring Performance:

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports Written description of quality control program.
- Written description of quality control program
- Written description of the configuration management program.
- Monthly Funding and Labor reports
- Red-Yellow-Green monthly reporting

J.6 RED-YELLOW-GREEN REPORTING FORMATS

A. PPA ASSESSMENTS

1. Introduction

The Contractor is required to provide a high-level assessment of its activities for each Project Plan Agreement (PPA) supported during the fiscal year. The primary purpose of these assessments is to encourage communication among the Contractor, job order initiators, the COTR, and Volpe Center management. Organizing the report around PPAs provides one view of the status of work performed for the Volpe Center Sponsor in support of their PPA. The attributes assessed (task definition, technical content, schedule, cost, and staffing) provide a limited view of the status of work performed. This report is best used as a means of validating progress between the Contractor and the job order initiator and as an indicator of Contractor performance to the COTR and Volpe Center management. Indicators need to be examined more closely to verify the exact nature of the performance issue.

2. Data Elements

For each entry, the following information will be reported using the data from the UAS for the previous month:

- PPA Number
- PPA Title
- DTS Number (Volpe Center organization supported)
- Total commitments as recorded in UAS
- Total obligations as recorded in UAS
- Total hours as recorded in UAS
- Total LOE calculated by dividing the total hours delivered by the number of contract hours available; i.e., number of elapsed weeks in the Government fiscal year multiplied by 40 hours per week

For each PPA, status assessments will be made for the following attributes:

- Task Definition: are the work items being supported/to be supported as defined in approved task plans
- Technical Content: are technical issues well understood and under control
- Schedule: are key deliverables of adequate quality being delivered/going to be delivered in accordance with the schedule contained in the approved task plans
- Cost: are the actual/projected costs at or below the costs contained in the approved task plans
- Staffing: are individuals with the appropriate skills at the required LOE being provided/going to be provided as delineated in the approved task plans

3. Assessment Scheme

Assessments are made using a color scheme. **Red** indicates that a significant problem either does or will exist. **Yellow** indicates that a minor problem either does or may exist. **Green** indicates that all items are generally proceeding in accordance with the approved plan. **Blue** means the PPA is closed as of the end of the reporting month. A PPA being closed means that all jobs for all tasks being performed within a department in support of that PPA have been closed. Suggested definitions of the colors to be used for assessing each of the five attributes are provided below:

TASK DEFINITION

Status	Definition
Red (R)	At least one task plan associated with the PPA for an organization (e.g., DTS-25) for the period of performance was not approved as of the end of the reporting period. Having an approved task plan for the period of performance implies that meaningful work items and labor allocations exist that cover the period of performance and that the task plan has been approved by the initiator at the Volpe Center.
Yellow (Y)	All task plans associated with the PPA for an organization (e.g. DTS-25) for the period of performance are approved, however, at least one task plan has work items that do not reflect at least 90% of the work being performed on that task. Basically, an approved task plan exists for the period of performance but it requires revision.
Green (G)	All task plans associated with the PPA for an organization (e.g. DTS-25) for the period of performance are approved as of the end of the reporting period and the work items on each approved task plan reflect at least 90% of the work being performed on each task.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

TECHNICAL CONTENT

Status	Definition
Red (R)	The technical aspects of at least one task associated with the PPA for an organization (e.g. DTS-25) is interfering/will interfere with the ability to accomplish the approved objectives of that task. For example, the technology selected for a particular task will make it essentially impossible to meet performance requirements.
Yellow (Y)	The technical aspects of at least one task plan associated with the PPA for an organization (e.g. DTS-25) may interfere with the ability to accomplish the approved objectives of that task.
Green (G)	The technical aspects of all tasks associated with the PPA for an organization (e.g. DTS-25) are appropriate for the objectives to be accomplished.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

SCHEDULE

Status	Definition
Red (R)	A key deliverable for a prior reporting period was not completed in accordance with the approved schedule and has still not been delivered as of the end of the reporting period; or A key deliverable for the current reporting period was not completed in accordance with the approved schedule; or It is known that a key deliverable will not be completed in the future in accordance with the approved schedule.
Yellow (Y)	All key deliverables for prior reporting periods have been delivered (even if later than planned) and all key deliverables for the current reporting period were completed in accordance with the approved schedule but it is expected that a future key deliverable may not be delivered on schedule.
Green (G)	All key deliverables for prior reporting periods have been delivered (even if later than planned) and all key deliverables for the current reporting period were completed in accordance with the approved schedule and it is expected that future key deliverables will be delivered on schedule.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

COST

Status	Definition
Red (R)	Obligations exceed commitments on at least one job as of the end of the reporting period, i.e., an overrun exists, and the overrun cannot be quickly corrected through the submission of amended timecard(s) or Form A; or Obligations exceed commitments, in a cumulative sense, across all active jobs on a multiple job task as of the end of the reporting period; or Planned expenditures for any task will exceed the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; or It is known that there will be a funding problem (either in an absolute sense or in terms of cash flow) associated with any task for the fiscal year.
Yellow (Y)	Obligations exceed commitments on at least one job as of the end of the reporting period, i.e. an overrun exists, and the overrun can quickly be corrected through the submission of amended time cards or Form A; or Planned expenditures for any task may exceed the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; or It is known that there may be a funding problem (either in an absolute sense or in terms of cash flow) associated with any task for the fiscal year.
Green (G)	Commitments exceed obligations on all jobs as of the end of the reporting period, i.e. a positive balance exists on all jobs; and Planned expenditures for all tasks are expected to be less than or equal to the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; and There are no known funding or cash flow problems associated with any tasks for the fiscal year.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

STAFFING

Status	Definition
Red (R)	The appropriate skills or level of effort are not being applied to all tasks associated with a PPA as of the end of the reporting period; or Any open requisitions that are required to make planned key deliverables will not be filled by their target dates.
Yellow (Y)	The appropriate skills and level of effort are being applied to all tasks associated with a PPA as of the end of the reporting period; and Any open requisitions that are required to make planned key deliverables may not be filled by their target dates.
Green (G)	The appropriate skills and level of effort are being applied to all tasks as of the end of the reporting period; and All open requisitions that are required to make planned key deliverables associated with all tasks on a PPA are expected to be filled by the targeted date.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

3. Report Formats and Schedules

The Contractor is required to submit reports monthly in accordance with the delivery schedules in Section F. Reports must be prepared using Microsoft Excel 97. One sheet will be prepared for each Volpe Center Directorate (see Figure 3 for a sample). Any cell assessed as Red or Yellow should be footnoted with an explanation. The Contractor may provide assessments at the task level in addition to the PPA level. If this is done, the task level assessments should appear underneath the PPA level assessment on the sheet.

The Contractor will also prepare a summary sheet which summarizes all PPAs, with subtotals for all PPAs with at least one Red assessment; with at least one Yellow and no Red assessments; with all Green assessments, and all Blue assessments (see Figure 4 for a sample).

These reports may be modified by the COTR during the performance of the contract.

J.7 MONTHLY STAFFING ACTIVITY REPORT REQUIREMENTS

The monthly staffing report shall include, but is not limited to the following information, to be shown in three columns - **current month status, contract year-to-date and contract to date:**

Total Contract Personnel Count

Display the total number of personnel employed under the contract in terms of head count and LOE where 1 labor year equals 2,087 hours.

Contract Personnel Count by Company

Display the number of employees on the contract by company in terms of head count and LOE where 1 labor year equals 2,087 hours.

Contract Personnel Count by Contract Line Item and Labor Category

Display the number of employees on the contract (head count and LOE) by labor category within contract line item (e.g. number of employees performing Contract Management and Administration, IS Support, and, if exercised, ORA Support).

New Hires

Display the number of new hires on the contract by company, contract line item and labor category.

Departures

Display the number of employees that have left the contract by company by contract line item and labor category. Also, display the reason for each individual's departure (e.g., separation for cause, voluntary departure, lack of work, etc.).

Turnover Rates

Display the turnover rates (average annual head count / # all departures in year) for the contract as a whole, for the prime contractor, and for each individual subcontractor.

Open Requisitions

Display the number of open requisitions on the contract by contract line item; include the following information, if applicable, for each requisition: date of request, status (e.g., recruiting, on hold, offer made, filled by *insert name*), date entered on duty, time to fill.

Open Requisition Profile

Display the number of open requisitions on the contract by contract line item categorized into the following profile:

1. Open requisitions that are less than 20 days old
2. Open requisitions that are less than 21-40 days old
3. Open requisitions that are less than 41-60 days old
4. Open requisitions that are less than 61-80 days old
5. Open requisitions that are greater than 81 days old;

Recruitment Activities - past and future

List past initiatives that have been taken to fill open requisitions (recruitment activities), and future planned initiatives; include number of events and dates if applicable; and

Downtime

Display the number of employees by labor category that are on downtime and the percentage of each individual's time that is being charged to the K account. Describe what action(s) have been taken or are planned in the future to remove them from downtime, including the anticipated date.

Additional information for the monthly staffing report may be requested by the COTR after contract award.

J.8 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS**WAGE DETERMINATION NO: 94-2255 REV (14) AREA: MA,BOSTON**

WAGE DETERMINATION NO: 94-2255 REV (14) AREA: MA,BOSTON		
REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		WASHINGTON D.C. 20210
William W.Gross	Division of	Wage Determination No.: 1994-2255
Director	Wage Determinations	Revision No.: 14
		Date Of Last Revision: 06/14/2000

Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Rayham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	17.18
School Crossing Guard (Crosswalk Attendant)	9.22
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.44
Accounting Clerk II	12.48
Accounting Clerk III	13.42
Accounting Clerk IV	16.61
Court Reporter	14.72
Dispatcher, Motor Vehicle	14.72
Document Preparation Clerk	12.96
Duplicating Machine Operator	12.96
Film/Tape Librarian	13.27
General Clerk I	9.74
General Clerk II	10.94
General Clerk III	12.96
General Clerk IV	15.03
Housing Referral Assistant	16.08
Key Entry Operator I	11.53

Key Entry Operator II	14.11
Messenger (Courier)	9.74
Order Clerk I	10.51
Order Clerk II	12.59
Personnel Assistant (Employment) I	12.41
Personnel Assistant (Employment) II	13.94
Personnel Assistant (Employment) III	15.21
Personnel Assistant (Employment) IV	18.04
Production Control Clerk	16.08
Rental Clerk	13.27
Scheduler, Maintenance	13.27
Secretary I	13.27
Secretary II	14.72
Secretary III	16.08
Secretary IV	17.05
Secretary V	22.58
Service Order Dispatcher	13.27
Stenographer I	10.86
Stenographer II	13.27
Supply Technician	17.05
Survey Worker (Interviewer)	14.72
Switchboard Operator-Receptionist	12.23
Test Examiner	14.72
Test Proctor	14.72
Travel Clerk I	9.56
Travel Clerk II	10.34
Travel Clerk III	11.14
Word Processor I	13.39
Word Processor II	14.61
Word Processor III	17.28
Automatic Data Processing Occupations	
Computer Data Librarian	12.59
Computer Operator I	12.59
Computer Operator II	14.08
Computer Operator III	17.06
Computer Operator IV	21.48
Computer Operator V	24.05
Computer Programmer I (1)	16.52
Computer Programmer II (1)	18.86
Computer Programmer III (1)	22.37
Computer Programmer IV (1)	27.63
Computer Systems Analyst I (1)	21.99
Computer Systems Analyst II (1)	27.31
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	12.59
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.75
Automotive Glass Installer	16.24
Automotive Worker	16.24
Electrician, Automotive	17.02
Mobile Equipment Service	14.72
Motor Equipment Metal Mechanic	17.75
Motor Equipment Metal Worker	16.24
Motor Vehicle Mechanic	17.31
Motor Vehicle Mechanic Helper	13.91
Motor Vehicle Upholstery Worker	15.45
Motor Vehicle Wrecker	16.24
Painter, Automotive	17.02
Radiator Repair Specialist	16.24
Tire Repairer	14.22
Transmission Repair Specialist	17.75
Food Preparation and Service Occupations	

Baker	13.05
Cook I	11.80
Cook II	13.01
Dishwasher	9.22
Food Service Worker	9.22
Meat Cutter	13.01
Waiter/Waitress	9.79
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.02
Furniture Handler	13.14
Furniture Refinisher	17.02
Furniture Refinisher Helper	13.91
Furniture Repairer, Minor	15.45
Upholsterer	17.02
General Services and Support Occupations	
Cleaner, Vehicles	9.36
Elevator Operator	9.22
Gardener	11.80
House Keeping Aid I	8.66
House Keeping Aid II	9.22
Janitor	9.22
Laborer, Grounds Maintenance	9.79
Maid or Houseman	11.80
Pest Controller	12.38
Refuse Collector	9.22
Tractor Operator	11.14
Window Cleaner	9.90
Health Occupations	
Dental Assistant	11.34
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.01
Licensed Practical Nurse I	13.90
Licensed Practical Nurse II	15.60
Licensed Practical Nurse III	17.45
Medical Assistant	10.13
Medical Laboratory Technician	10.13
Medical Record Clerk	10.13
Medical Record Technician	14.04
Nursing Assistant I	8.29
Nursing Assistant II	9.32
Nursing Assistant III	9.80
Nursing Assistant IV	11.41
Pharmacy Technician	12.64
Phlebotomist	10.13
Registered Nurse I	16.64
Registered Nurse II	22.79
Registered Nurse II, Specialist	22.79
Registered Nurse III	27.57
Registered Nurse III, Anesthetist	27.57
Registered Nurse IV	33.05
Information and Arts Occupations	
Audiovisual Librarian	17.05
Exhibits Specialist I	16.76
Exhibits Specialist II	21.30
Exhibits Specialist III	26.05
Illustrator I	16.76
Illustrator II	21.30
Illustrator III	26.05
Librarian	22.58
Library Technician	14.72
Photographer I	12.79
Photographer II	16.76

Photographer III	21.30
Photographer IV	26.05
Photographer V	31.51
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.43
Counter Attendant	7.43
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.43
Presser, Hand	7.43
Presser, Machine, Drycleaning	7.43
Presser, Machine, Shirts	7.43
Presser, Machine, Wearing Apparel, Laundry	7.43
Sewing Machine Operator	10.65
Tailor	11.36
Washer, Machine	8.26
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.22
Tool and Die Maker	20.35
Material Handling and Packing Occupations	
Forklift Operator	13.52
Fuel Distribution System Operator	14.72
Material Coordinator	15.02
Material Expediter	15.02
Material Handling Laborer	11.65
Order Filler	12.48
Production Line Worker (Food Processing)	13.52
Shipping Packer	12.09
Shipping/Receiving Clerk	12.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.19
Store Worker I	10.58
Tools and Parts Attendant	13.52
Warehouse Specialist	12.96
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.75
Aircraft Mechanic Helper	13.91
Aircraft Quality Control Inspector	18.42
Aircraft Servicer	15.45
Aircraft Worker	16.24
Appliance Mechanic	17.02
Bicycle Repairer	14.22
Cable Splicer	17.75
Carpenter, Maintenance	17.02
Carpet Layer	16.24
Electrician, Maintenance	18.67
Electronics Technician, Maintenance I	12.00
Electronics Technician, Maintenance II	16.60
Electronics Technician, Maintenance III	18.52
Fabric Worker	15.45
Fire Alarm System Mechanic	17.75
Fire Extinguisher Repairer	14.72
Fuel Distribution System Mechanic	17.75
General Maintenance Worker	16.24
Heating, Refrigeration and Air Conditioning Mechanic	17.75
Heavy Equipment Mechanic	17.75
Heavy Equipment Operator	18.10
Instrument Mechanic	17.75
Laborer	12.51
Locksmith	17.02
Machinery Maintenance Mechanic	17.44
Machinist, Maintenance	17.39
Maintenance Trades Helper	13.91
Millwright	17.75

Office Appliance Repairer	17.02
Painter, Aircraft	17.02
Painter, Maintenance	17.02
Pipefitter, Maintenance	17.64
Plumber, Maintenance	17.02
Pneudraulic Systems Mechanic	17.75
Rigger	17.75
Scale Mechanic	16.24
Sheet-Metal Worker, Maintenance	17.75
Small Engine Mechanic	16.24
Telecommunication Mechanic I	17.75
Telecommunication Mechanic II	18.42
Telephone Lineman	17.75
Welder, Combination, Maintenance	17.75
Well Driller	17.75
Woodcraft Worker	17.75
Woodworker	15.31
Miscellaneous Occupations	
Animal Caretaker	10.48
Carnival Equipment Operator	11.14
Carnival Equipment Repairer	11.80
Carnival Worker	9.22
Desk Clerk	13.70
Embalmer	17.18
Lifeguard	12.23
Park Attendant (Aide)	15.30
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.23
Recreation Specialist	19.09
Recycling Worker	11.14
Sales Clerk	12.23
Sport Official	12.23
Survey Party Chief (Chief of Party)	17.38
Surveying Aide	10.42
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.30
Swimming Pool Operator	13.01
Vending Machine Attendant	11.14
Vending Machine Repairer	13.01
Vending Machine Repairer Helper	11.14
Personal Needs Occupations	
Child Care Attendant	11.94
Child Care Center Clerk	13.30
Chore Aid	11.80
Homemaker	19.09
Plant and System Operation Occupations	
Boiler Tender	17.75
Sewage Plant Operator	17.02
Stationary Engineer	17.75
Ventilation Equipment Tender	13.91
Water Treatment Plant Operator	17.02
Protective Service Occupations	
Alarm Monitor	13.02
Corrections Officer	17.69
Court Security Officer	18.24
Detention Officer	17.69
Firefighter	18.18
Guard I	8.28
Guard II	13.04
Police Officer I	22.29
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.76

Hatch Tender	14.76
Line Handler	14.76
Stevedore I	14.19
Stevedore II	15.86
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.03
Air Traffic Control Specialist, Station (2)	18.64
Air Traffic Control Specialist, Terminal (2)	20.53
Archeological Technician I	15.37
Archeological Technician II	17.21
Archeological Technician III	21.30
Cartographic Technician	21.30
Cashier	11.25
Civil Engineering Technician	21.30
Computer Based Training (CBT) Specialist/ Instructor	21.99
Drafter I	11.13
Drafter II	12.79
Drafter III	16.76
Drafter IV	21.30
Engineering Technician I	11.89
Engineering Technician II	13.35
Engineering Technician III	16.11
Engineering Technician IV	19.04
Engineering Technician V	21.53
Engineering Technician VI	21.89
Environmental Technician	21.48
Flight Simulator/Instructor (Pilot)	27.36
Graphic Artist	21.99
Instructor	21.99
Laboratory Technician	17.06
Mathematical Technician	19.04
Paralegal/Legal Assistant I	14.80
Paralegal/Legal Assistant II	18.72
Paralegal/Legal Assistant III	22.74
Paralegal/Legal Assistant IV	27.51
Photooptics Technician	19.04
Technical Writer	26.96
Unexploded (UXO) Safety Escort	17.18
Unexploded (UXO) Sweep Personnel	17.18
Unexploded Ordnance (UXO) Technician I	17.18
Unexploded Ordnance (UXO) Technician II	20.78
Unexploded Ordnance (UXO) Technician III	24.91
Weather Observer, Combined Upper Air and Surface Programs (3)	17.06
Weather Observer, Senior (3)	18.94
Weather Observer, Upper Air (3)	17.06
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.89
Parking and Lot Attendant	9.98
Shuttle Bus Driver	12.79
Taxi Driver	12.03
Truckdriver, Heavy Truck	17.88
Truckdriver, Light Truck	12.79
Truckdriver, Medium Truck	15.89
Truckdriver, Tractor-Trailer	19.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the

whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of

Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.