

SOLICITATION, OFFER AND AWARD

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

2. CONTRACT NO. DTRS57-01-D-30002	3. SOLICITATION NO. DTRS57-00-R-20030	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
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5. DATE ISSUED July 28, 2000	6. REQUISITION/PURCHASE REQ. NO. 25-3142
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7. ISSUED BY CODE DOT/RSPA/VNTSC/DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093	8. ADDRESS OFFER TO (If other than Item 7) DOT/RSPA/VNTSC Attn: Edward Wirtanen, DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093
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NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **, until 2:00 P.M. local time on **September 18, 2000**. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.
* See L.3 C; ** See block 8.

10. FOR INFORMATION CALL: A. NAME: Edward R. Wirtanen
B. TELEPHONE NO.: (617)494-2619 (No Collect Calls)

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PART/SECTION DESCRIPTION

- PART I - THE SCHEDULE
 - A SOLICITATION/CONTRACT FORM
 - B SUPPLIES OR SERVICES AND PRICES/COSTS
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- PART II - CONTRACT CLAUSES
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- PART IV - REPRESENTATIONS AND INSTRUCTIONS
 - K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
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 - M EVALUATION FACTORS FOR AWARD

EXCEPTION TO STANDARD FORM 33

STANDARD FORM 33 (REV-4-85)
FAR (48 CFR) 53.214(C)

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by Offeror)

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

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

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

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

AMENDMENT NO DATE AMENDMENT NO DATE

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

(Type or Print)

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

17. SIGNATURE: 18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

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

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

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

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

(Type or Print) (Signature of CO)

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

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE (May 1999)

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

B.2 CONTRACT LIMITATIONS (May 1999)

- A. Multiple Contract Awards: Four contracts have been awarded under Volpe Center Solicitation DTRS57-00-R-20030.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$115 million. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount.

C. Minimum Guarantee: The guaranteed minimum is a single task of at least \$50,000 for each contract, to be met before expiration of the Ordering period.

B.3 CONTRACT SCOPE (May 1999)

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

B.4 CONTRACT LINE ITEMS (MAY 1999)

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

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Physical Security Systems (PSS)

C.1 OBJECTIVE AND BACKGROUND

C.1.1 OBJECTIVE

The objective of this procurement is to acquire the services of multiple contractors with expertise and capabilities in the analysis and projection of security requirements and the design, development, and deployment of integrated physical security systems (PSS) and/or components of such systems.

C.1.2 BACKGROUND

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

The Volpe Center is industrially funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and content 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 number of skills needed to support projects. Through task order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, near, and long-range requirements of these technical projects by establishing a pool of easily-accessed technical resources. The Volpe Center is presently utilizing this staffing strategy in meeting the needs of several sponsoring organizations in reducing the vulnerabilities of facilities, systems, and personnel to physical and cyber attacks.

Presidential Decision Directive (PDD) 62 - Counter Terrorism, PDD 63 - Critical Infrastructure Protection, and PDD 67 - Enduring Constitutional Government, highlight the potential of attacks against the United States. The PDDs also propose new, more systematic approaches to preparing for and mitigating the consequences of attacks faced by the United States today and in the future. The Volpe Center plans to continue its support to components of the Department and other agencies in responding to these threats by assuring to the maximum degree the safety, security, and operability of elements of the Nation's infrastructure. As the DOT and other

Federal, State, and local agencies move forward to increase their organizations' physical security systems, specialized skills and expertise will be required to carry out this work.

C.2 SCOPE OF WORK

The scope of the work under this contract addresses the protection of physical assets and people. This includes the protection of the several modes of transportation, logistic and governmental functions, facilities, and operations from sabotage and terrorist attacks. The contract addresses physical security tasks. Cyber security work (e.g., protection of databases, systems, and networks) is being performed under other contracts. However, if cyber security is an integral part of a physical security study, a system to be developed, or a system to be deployed, it may be included under this contract.

The work is segmented into four major activities:

1. Analysis and Planning
2. Technology Assessment and Development
3. System Design, Development, Integration, and Deployment
4. Project Management

Each of these activities is described more fully in Part C.3, below. Broadly, these activities include assessments of national and specific security requirements; development of security plans; development of data in support of policy studies; assessment and development of security technologies; and the design, development, and deployment of new, or enhancements of existing, security systems or components for both stationary and mobile assets.

The locations where work may be performed will vary from the contractor's facility to geographically dispersed sites.

C.3 FUNCTIONAL AREAS OF WORK

The contractor shall provide the necessary labor, equipment, and material to perform the work and deliver the products as described in task orders and technical memoranda. Task orders within the scope of this contract may be issued in any of the following areas:

C.3.1 ANALYSIS AND PLANNING

The contractor may be required to perform (in the context of C.2) threat formulations and assessments, vulnerability assessments, risk analyses, and other studies and analyses that will contribute to policies, procedures, and security systems that will provide the maximum deterrence, and minimum harm, if attacked, at the lowest cost. These efforts may apply to entire sectors (e.g., the railroad system) or to single buildings and their contents. These analyses

may provide data for the formulation of national policies and/or inputs for the establishment of design requirements for facilities. The contractor shall apply system engineering, operations research, engineering design, economics, and other scientific disciplines in these efforts. The contractor shall have the ability to acquire, when needed, specialized support for the analysis of specialized subsystems of the several transportation modes.

(a) Threat Assessments

The contractor may be required to develop scenarios that identify potential adversaries, their skills, capabilities, dedication and number, and potential targets. The potential targets, the likelihood of attempted attacks, and impacts shall be further defined on the basis of known baseline system attributes and security measures in place. Threat analyses for modified systems (e.g., with added security features) will also be required.

(b) Vulnerability Assessments

The contractor may be required to assess systems, functions, subsystems, components, and facilities for their susceptibility to attack. For stationary elements, the environment of the elements shall be considered. For transportation systems (including inter-modal facilities), the entire operational environment shall be considered. The attacks may include sabotage; the manual destruction of equipment; the use of conventional weapons and bulk explosives; and the use of chemical, biological, and nuclear weapons or devices. Threats may also include other criminal activities such as theft, vandalism, and attacks against people. In the assessments, the contractor shall define the potential modes of delivery of these means of harm. The inter-relationship among the subject systems and other systems, functions, and facilities shall be considered in the assessments. In assessing vulnerabilities (and threats), factors such as the accessibility to sensitive or critical areas, the presence of workers and non-workers, the resistance of structures and equipment to attack, and the time to repair/recover shall be included.

(c) Risk Analyses

The contractor may be required to perform risk analyses on the basis of potential threats and vulnerabilities. Risk analyses shall be performed for existing, conceptualized, and planned infrastructure elements and operations. Several levels of risk may be derived from combinations of probability of attack, the severity of the resulting damage, and the resulting impacts.

(d) Development of Security Requirements

Based on results obtained from the risk analyses and potential security procedures and security technologies, the contractor may be required to conceptualize practical alternative security requirements.

(e) Cost Analyses

The contractor may be required to determine the life-cycle cost of meeting security requirements derived from the above and for other security systems.

(f) Contingency and Emergency Response Plan Development and Auditing

The contractor may be required to prepare contingency and emergency response plans. In the preparation of these plans, the contractor shall consider all the impacts on a community, sector, or region(s) due to injuries, the damage to a facility, infrastructure or operation, and the loss of an intended function. Considerations such as accelerated re-building; unified command structures; pre-positioning of water, food, critical equipment, and medical supplies; and the redirection of passenger, freight, and communication traffic shall be included. The contractor may also be required to audit or evaluate contingency and emergency response plans developed by others.

(g) Evaluation of Countermeasures (for Prevention and Mitigation of Harm)

The contractor may be required to evaluate alternative methods to prevent, reduce the severity of, and mitigate the impacts of terrorist attacks, sabotage, and other sources of harm. Mitigation and countermeasures techniques may include, but are not limited to, available technologies and systems, policies, procedures, and training. As part of a risk assessment, the contractor may be required to evaluate the potential effectiveness of alternative policies or procedures and alternative countermeasures for reducing vulnerabilities or the impact of an attack. These evaluations may include studies of the effectiveness of various countermeasures to reduce blast effects, alternative chemical or explosives screening techniques or sensors, and cost/benefit analysis for alternative measures and levels of security system enhancement. There may be instances where expertise in applying non-technology solutions will be required.

(h) Strategic Planning

The contractor may be required to provide support for strategic planning activities and long-range projections of system security requirements and developments.

(i) Policy Analysis and Development

The contractor may be required to assist in the development of data for policies that will institute an effective security program in an organization or facility. In addition, the contractor may be required to provide data required for the formulation of national policies.

(j) Security Audits

The contractor may be required to perform security audits for systems and facilities. For facilities, audits shall include security considerations such as perimeter security, entry security, interior security, and security plans.

C.3.2 TECHNOLOGY ASSESSMENT AND DEVELOPMENT

The contractor may be required to perform in-depth technology assessments of existing and proposed security technologies. The contractor must have the capability to modify, develop, and prototype subsystems or devices to meet specific security needs, including:

- Entry point screening of vehicles, packages, personnel, and visitors;
- Data encryption, trusted databases and system administration;
- Biometrics and other methods for advanced user authentication;
- Command, control, and communication integral to security systems;
- Explosives/chemical/biological/nuclear/radiological detection and/or effect mitigation;
- Video surveillance and monitoring;
- Digital video storage and transmission;
- Intrusion detection sensors or systems for facilities; and
- Detection of tampering in transportation operations and at inter-modal facilities.

Tasks in this area may address all phases of security, including prevention, mitigation, monitoring, recovery, and enforcement.

C.3.3 SECURITY SYSTEM DESIGN, DEVELOPMENT, INTEGRATION, AND DEPLOYMENT

The contractor may be required to design, develop, integrate, deploy, and monitor security systems, subsystems, and components. These designs shall fully integrate optimum equipment and products. Equipment readily available on the commercial market shall be utilized to the maximum extent practicable. Security system design may include structures; hardware; electronics; computer systems; communication systems; skills required for operation; and system-user interface, procedures, and training. Any elements of work below may

apply:

(a) Conceptual System Definition

The contractor may be required to define candidate conceptual systems and subsystems for the protection of the specified element(s) of a facility, system, or personnel. Trade-off studies shall be performed and rankings applied on the basis of criteria provided by the Government. During this effort, the mission, interfaces, and operational environment shall be considered. All possible security requirements (including cyber security requirements) shall be evaluated and consolidated and checked against potential threats, vulnerabilities, impacts, and security systems already in place.

(b) System Synthesis

The contractor may be required to transform specified operational and security needs into optimum security system or subsystem configurations and requirements subject to constraints provided by the Government. This may include system definition, definition of operating environment(s), overall system design, design integrity, system optimization, cost effectiveness, intra-system and inter-system compatibility assurance, preparation of equipment and component performance specifications, software specifications and integration, and definition of reliability and maintainability requirements.

(c) System Design

The contractor may be required to perform all functions associated with the design of a system, subsystem, and component. This may include preparation of layouts; assembly and detail drawings; specifications for parts to be acquired; specifications for system integration and validation; procedures and specifications for the acceptance of parts, subsystems, and material; wiring schematics; and installation drawings and instructions.

This task may include system simulations and bench or laboratory tests of subsystems and components. Procedures, devices, structures, and measures against physical, chemical, biological, and cyber penetration shall be evaluated, utilizing state-of-the-art analytical, simulation, and test methods.

(d) Production/Acquisition of Subsystems and Components

The contractor may be required to produce and/or purchase components consistent with task order requirements. This includes verification that all standards and specifications are met, and it includes acceptance of components from vendors.

(e) System Installation, Integration and Test

The contractor may be required to install and integrate required systems, subsystems, and components and perform all tests and simulations to ensure the acceptability of these in regard to function, safety, environmental conditions, reliability, maintainability, and all other applicable requirements.

(f) Post-Deployment System Monitoring, Maintenance and Repair

The contractor may be required to monitor, maintain and repair/modify installed systems as required by the Government.

C.3.4 PROJECT MANAGEMENT

The contractor may be required to maintain a formal Project Management System, including utilizing Microsoft Project-compatible software, and perform, maintain, and document periodically the results from the following program management activities:

- Work breakdown structures (WBS) development (utilizing three or more levels);
- Cost analyses and financial management;
- Project control (schedules, progress tracking, expenditures, consistency with resource allocation, WBS, reviews, and configuration management);
- Program risk analyses;
- Configuration management;
- Project reviews;
- Supplier control; and
- Reporting.

The contractor may be required to prepare and conduct reviews of the program. These may include the following:

- General progress reviews;
- System design reviews;
- Software specification reviews;
- Preliminary design reviews;
- Critical design reviews;
- Test readiness reviews;
- Functional configuration audits;
- Physical configuration audits;
- Formal qualification reviews; and
- Installation readiness reviews.

The contractor may be required to recommend specific streamlining of such reviews when applicable.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

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

D.2 MARKING (MAY 1999)

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

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

SECTION E -INSPECTION AND ACCEPTANCE

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

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

SECTION F -DELIVERIES OR PERFORMANCE

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

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

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

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

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 1999)

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

F.3 DELIVERIES (JULY 2000)

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

F.4 CONTRACT PROGRESS REPORT (MAY 1999)

¹ Applicable to fixed price task orders
² Applicable to cost reimbursement task orders

- A. A contractor who has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the CO or his designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.
- B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.
- C. The monthly progress report shall contain the following information:
 - (1) A listing of all new task orders accepted for the preceding month, including for each:
 - a. Task order number and date of issuance;
 - b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
 - c. Amount obligated under task order;
 - d. Total potential task order amount (including options);
 - e. Key milestones (including date of first and last deliverable);
 - f. Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s), and success in meeting Subcontracting Plan goals;
 - g. Type of task order (i.e., FFP, CPFF, CPAF); and
 - h. Key personnel assigned to task order, including prime contractor contact point and phone number for task order.
 - (2) A listing of all ongoing task orders (excluding those from paragraph above), including:
 - a. Task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - e. Estimated percentage of work yet to be completed on the task order; progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
 - f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.
 - (3) A listing of all completed task orders, including:

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

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

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

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

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

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

reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.6 MONTHLY TASK ORDER COST REPORTS (JULY 2000)

Monthly cost reports will be submitted by the contractor, except for fixed-price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) days after completion of work under the task order, the contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order; and in the case of a cost underrun, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center may require that the report be submitted in a designated format.

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

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

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

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

A. Contract Progress Report:

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

B. Monthly Task Order Progress Reports:

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

C. Monthly Task Order Cost Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy TOCOTR

D. Technical Reports

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

F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

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

F.10 RIGHTS IN DATA (DEC 1998)

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

F.11 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the contractor shall

ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.12 LICENSES (MAY 1999)

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

F.13 PLACE OF CONTRACT PERFORMANCE (MAY 1999)

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

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 TAR 1252. 242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994)

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

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (JULY 2000)

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

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

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

decrease in the price of this contract or otherwise affect any other contract terms.

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

G.3 ORDERING (MAY 1999)

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

Designated Administrative COs

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

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

D. Each task order issued may incorporate the contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order, set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

E. Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer.

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (JULY 2000)

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

(1)The Government's need for the services or property ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;

- (2) Only one contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;
- (3) The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (4) It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
- (5) It is necessary to limit competition to meet preference program goals. Contractors under the 8(a) program may be awarded task orders up to \$3,000,000 per year. The \$3,000,000 cap does not apply to task orders awarded on a competitive basis, or issued pursuant to the exceptions specified in Paragraph H.4 (A) 1 through 4 above.

B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Therefore, the Government will not follow the source procedures in FAR Subpart 15.3. Unless the procedures in paragraph (A) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

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

the contractors requesting the submission of written and/or oral or videotaped technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.

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

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

G.5 TASK ORDER OMBUDSMAN (JULY 2000)

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Research and Special Programs Administration, 400 7th Street SW, Washington, DC 20590, Attn: Edward A. Brigham; fax: (202) 366-7432; e-mail: Edward.Brigham@rspa.dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for

a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.6 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the accounting and appropriation data from which payment shall be made.

G.7 PAYMENT AND CONSIDERATION (JULY 2000)

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

A. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

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

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

CONSIDERATION - COST-PLUS-FIXED-FEE

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

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

CONSIDERATION - COST-PLUS-AWARD-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20) and Allowable Cost and Payment (FAR 52.216-7), the total allowable cost of this task shall not exceed \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of base fee. In addition, the Government shall pay the contractor a base fee of \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.
- (4) The award fee provided for in this task order is \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) and is subject to the terms of the "Determination of Award Fee" AND "Distribution of Award Fee" clauses, (see Section I). The estimated cost, base fee, and available award fee are as follows:

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

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

EXCEPTIONAL PERFORMANCE (100 Percent)

The contractor's contribution in the performance of the task is absolutely essential to the overall effort and far exceeds the contribution normally expected. Most importantly, within the scope and cost of the task order, the work is performed so expertly and thoroughly that a new dimension is added to the original requirement.

Resulting deliverables are always provided on time or ahead of schedule, on or under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a totally proficient and effective manner so as to maximize both the Government's return on investment and the contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The contractor displays quality management, including identification of and statistical process control for critical processes and subcontractor involvement in continuous process improvement.

GOOD PERFORMANCE (85 Percent)

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

SATISFACTORY PERFORMANCE (70 Percent)

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

MINIMALLY ACCEPTABLE PERFORMANCE (40 Percent)

The contractor's contribution in the performance of the task, although evident in the execution of the overall effort, is below that contribution normally expected for such an effort. Work is completed; however, additional Government assistance and direction is required to ensure completion. The resulting deliverables are often provided on schedule; however, some delays are experienced, and deliverables occasionally require correction or resubmission prior to acceptance. Some cost deviations of significant proportions may have occurred in conjunction with the re-submissions and delays.

Subcontracting goals are not met. Overall, management of technical effort and personnel is less than what would be expected of a completely satisfactory effort.

UNSATISFACTORY (0 Percent)

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

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (JULY 2000)

One original and five copies of an invoice or contract financing requests or invoices shall be submitted, covering the amount claimed to be due, services rendered, and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently. The contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the contractor shall submit a corrected last interim invoice. The contractor shall submit this invoice, along with the contractor's release form, DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

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

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
- (2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

- (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4) When the contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- (5) Pending settlement of the final indirect rates for any period, the contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the contractor shall submit to the CFA a proposal for final indirect rates based on the contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the contractor for cost reimbursement. The contractor should note that absence of a final rates determination does not relieve the contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe

its costs may exceed the total estimated cost or funds allotted to the task order.

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

The Government will issue term-type task orders which will include one of two methods by which the contractor can earn total fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the task order. Direct professional labor hours include only the labor categories specified for the task order such as engineers, scientists, technicians, statisticians, and programmers, and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including **one** of the following clauses:

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

If a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO for completion-type tasks. The contractor shall be required to complete the specified end product (e.g., a final report or working system) within

the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the CO's determination of the percentage of completion of the specified end product(s).

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

G.10 PERFORMANCE EVALUATIONS (JULY 2000)

Performance evaluations shall be carried out for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

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

G.11 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.12 COST ACCOUNTING SYSTEMS (MAY 1999)

Cost Accounting System

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

Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in

accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

Uncompensated Overtime

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

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

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

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

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

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

Prime Contractor Workweek

Prime contractor: _____

Division: _____

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

Subcontractor Workweek

Subcontractor Name: _____

Division: _____

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

During performance, the contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the contractor anticipates that the ratio will not be achieved by the completion of the task order, the contractor shall notify the CO in writing, identifying the expected shortfall. The contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the contractor fails to provide such notice sufficiently in advance, the CO at his/her sole discretion shall have the option of:

- (1) Extending the term of the task order and requiring that the contractor provide the total level-of-effort at no extra cost to the Government, or
- (2) Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.13 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998)

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

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

G.14 TRAVEL AND PER DIEM (JULY 2000)

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General

Services Administration (GSA) Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately-owned vehicle will be reimbursed at the current GSA-approved mileage rate. If the contractor incurs travel costs in excess of the amount shown in each task order, it is at its own expense.

G.15 SUBCONTRACTING REPORT (JULY 2000)

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving task orders as a result of a task order set aside (or directed task order) may not subcontract greater than 50 percent of contract performance incurred for personnel under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50 percent subcontracting, the total cumulative subcontracting under all task orders may not exceed 50 percent). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year, detailing the subcontracting percentage under these task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR clause.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

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

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

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

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

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

H.3 SALES TAX EXEMPTION (MAY 1999)

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

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

H.4 INCIDENTAL HARDWARE/SOFTWARE (DEC 1998)

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

H.5 LEVEL-OF-EFFORT NOTIFICATION (DEC 1998)

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

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

Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties

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

H.6 HANDLING OF DATA (MAY 1999)

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

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

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

Through formal training in company policy and procedures, the contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to

others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the CO promptly after award.

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

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

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

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

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

As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data -

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

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

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

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

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

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

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

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

H.8 INSURANCE (JULY 2000)

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

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

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

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer

or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the ACO's prior approval.

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

H.9 MAXIMUM FEE/PROFIT (JULY 2000)

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

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

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

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

*** Generally equipment, materials, subcontracts, and any indirect cost applied and ODCs such as subcontract administration. The factor must reflect the minimal risk associated with other than the prime contractor's effort.

H.10 SUBCONTRACT APPROVAL (DEC 1998)

The contractor's Subcontracting Plan dated September 29, 2000 in support of this contract, is hereby approved and incorporated herein. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the Subcontracting Plan, or, for small business firms, the companies originally proposed as subcontractors.

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

The contractor shall follow the procedures specified in Part 44 of the FAR and FAR clauses 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75 percent (labor hours) of the contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.11 SECURITY CLEARANCE (DEC 1998)

Some task orders may require access to classified information. The contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The contractor must possess the clearance at time of task order award. The contractor shall be responsible for ensuring

compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.12 GOVERNMENT RIGHTS IN "RESTRICTED SOFTWARE" ACQUIRED BY THE CONTRACTOR FOR DELIVERY TO THE GOVERNMENT (JULY 2000)

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

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

H.13 SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)

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

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

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

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE	OCT 1997

	COST OR PRICING DATA-MODIFICATIONS	
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING	OCT 1995

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

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

52.216-19	DELIVERY ORDER LIMITATIONS	OCT 1995
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For the purposes of this clause the blank(s) are completed as follows:

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

52.216-22	INDEFINITE QUANTITY	OCT 1995
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For the purpose of this clause the blank(s) are completed as follows:

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

52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
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For the purpose of this clause the blank is completed as follows:

(c) six months

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9 ⁴	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 1999
52.219-14 ⁵	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999
52.219-17	SECTION 8(A) AWARD	DEC 1996
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) Concerns	JUN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS & REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

⁴ Applicable to all firms other than small business concerns

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

52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
For the purpose of this clause the blank is completed as follows:		
(a) zero		
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
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
52.225-1	BUY AMERICAN ACT - BALANCE OF PAYMENT PROGRAM - SUPPLIES	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS & INDIAN OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA GENERAL ALTERNATES I, II, AND III	JUN 1987 JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE- RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984

"task order" is to be substituted for "Schedule" whenever that word appears in the clause.

52.232-22 LIMITATION OF FUNDS APR 1984

"task order" is to be substituted for "Schedule" whenever that word appears in the clause.

52.232-23 ASSIGNMENT OF CLAIMS JAN 1986

52.232-25 PROMPT PAYMENT JUN 1997

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION MAY 1999

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION MAY 1989

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION MAY 1999

52.233-1 DISPUTES DEC 1998
Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD AUG 1996
Alternate I (JUN 1985)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION APR 1984

52.239-1 PRIVACY OR SECURITY SAFEGUARDS AUG 1996

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS APR 1984

52.242-3 PENALTIES FOR UNALLOWABLE COSTS OCT 1995

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS JAN 1997

52.242-13 BANKRUPTCY JUL 1995

52.243-1 CHANGES-FIXED PRICE AUG 1987
ALTERNATE II (APR 1984)

52.243-2 CHANGES - COST-REIMBURSEMENT AUG 1987
Alternate II (APR 1984)

52.244-2 SUBCONTRACTS AUG 1998

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) DEC 1989

52.245-5 GOVERNMENT PROPERTY JAN 1986
(COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)

52.245-19 GOVERNMENT PROPERTY FURNISHED APR 1984
"AS IS"

52.246-25 LIMITATION OF LIABILITY - SERVICES FEB 1997

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS JAN 1997

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS JUN 2000

52.249-2 TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE) SEP 1996

52.249-6 TERMINATION (COST-REIMBURSEMENT) SEP 1996

52.249-9 DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT) APR 1984

52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

NUMBER	TITLE	DATE
1252.209-70	DISCLOSURE OF CONFLICTS OF INTEREST	OCT 1994
1252.216-71	DETERMINATION OF AWARD FEE *	OCT 1994
1252.216-73	DISTRIBUTION OF AWARD FEE **	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.245-70	GOVERNMENT PROPERTY RECORDS	OCT 1994

*Insert 15 in the blank.

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

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

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

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

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

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

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

(b) The contractor shall-

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the Contracting Officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation,

include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Transportation Acquisition Regulation (48 CFR CH. 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

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

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

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

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

(1)

(2) To be specified under individual task orders

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

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

A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee

(if any) available for each area. A copy of the plan shall be provided to the contractor at contract award.

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

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

**I.8 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION
(OCT 1994)**

The contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

**I.9 TAR 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST
(OCT 1994)**

The following will be included in all task order RFPs:

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can

have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

PHYSICAL SECURITY SYSTEMS

Senior Staff

Bachelor's degree plus ten (10) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a senior staff capacity.

Middle Staff

Bachelor's degree plus five (5) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a middle staff capacity.

Staff

Bachelor's degree plus two (2) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a staff capacity.

Junior Staff

Bachelor's degree in a field of study directly related to the Statement of Work.

Senior Technician

A minimum of five (5) years of progressively increasing responsibility in disciplines and/or projects related to the Statement of Work is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of two (2) years of progressively increasing responsibility in disciplines and/or projects related to the Statement of Work is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

EQUIVALENCE

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

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

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

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

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

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

