

**United States Department of Transportation  
Support Services for the Federal Motor Carrier Safety Assistance Program  
(FMCSAP)  
National Variance Tracking Database**

**Statement of Work**

**BACKGROUND**

The Motor Carrier Safety Assistance Program (MCSAP) is a Federal grant program administered by the Federal Motor Carrier Safety Administration (FMCSA) that provides financial assistance to States, the District of Columbia, and eligible territories to conduct roadside inspections and other enforcement activities designed to improve commercial motor vehicle (CMV) safety. The goal of the MCSAP is to reduce the number and severity of crashes and hazardous materials incidents involving CMVs through uniform, consistent, and effective CMV safety programs. To receive MCSAP funding, a State must submit a Commercial Vehicle Safety Plan (CVSP) that includes, in part, detailed information on how the State proposes to use its MCSAP funds. To participate in the MCSAP, states must satisfy a variety of requirements that are intended to ensure that the States have the resources, legal authority, and commitment to effectively use MCSAP funds to address the commercial motor vehicle safety concerns that exist in the State. These requirements are enumerated in 49 CFR 350.

The FMCSA State Programs Division has the primary responsibility of managing and administering the MCSAP in coordination with the FMCSA Service Centers and Division Offices. In this capacity, the FMCSA is responsible for promulgating regulations; developing regulatory guidance, policy, procedures and methodologies; providing direction, resources, and technical expertise; providing training, and reviewing programs to verify compliance with Federal requirements.

**SCOPE**

To obtain contractor support to conduct thorough off-site regulatory review of all commercial motor vehicle safety regulations in each State, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands to document variations from the Federal Motor Carrier Safety Regulations (FMCSR) and the Federal Hazardous Materials Regulations (HMR).

The Regulatory Review is to determine if the State laws and regulations are in compliance with the provisions of the STAA of 1982 and the implementing MCSAP regulations in 49 CFR Part 350 – *Commercial Motor Carrier Safety Assistance Program*, and 49 CFR Part 355 – *Compatibility of State Laws and Regulations Affecting Interstate Motor Carrier Operations* and to document any variances discovered in each State

The principal task of this contract is the completion of regulatory reviews of State MCSAP safety regulations to document State regulatory variances from Federal requirements. It includes a variety of tangential activities conducted to prepare for the reviews and report the review findings

and recommendations.

### **Task A-CONDUCT OFF-SITE REGULATORY REVIEWS**

The contractor shall assemble a review team to complete off-site MCSAP regulatory reviews of each State and U.S. territory that participates in the MCSAP utilizing available online or print resources (e.g., Lexis-Nexis, Westlaw, State websites, etc.). The team shall be composed of qualified individuals who possess the knowledge and skills necessary to effectively conduct the reviews and meet the objectives of this effort. The contractor shall be responsible for conducting an in-depth, detailed analysis of each States' CMV safety regulations to document current variances from existing Federal regulations. Therefore, the contractor support staff must include individuals that have extensive knowledge of the FMCSRs, HMRs, and State CMV safety regulations. Specifically, the regulatory review involves the following metrics:

- Comparing State commercial vehicle safety laws and regulations with equivalent Federal regulations (FMCSRs and HMRs) for both interstate and intrastate commerce.
- Documenting State variations from the FMCSRs and HMRs.
- Determining the date when State variations, if any, went into effect.

Within 14 days after award, the contractor shall meet with the Contracting Officer's Technical Representative (COTR) and appropriate FMCSA personnel to discuss the statement of work and the selection of a review team. The contractor shall provide a draft written list of proposed review team members within 5 days after the initial meeting. Final approval of the review team shall be provided in writing by the COTR within 3 days after receipt of the draft list.

### **Task B-DEVELOP STATE VARIANCE TRACKING SYSTEM**

The contractor shall develop an electronic tracking system:

- A relational database to record and track all regulatory variances, if any, in each State and U.S. territory that participates in the MCSAP.

The relational database shall contain lists of State variances that shall relate these elements and allow for the tracking of these items. For example, regulatory variances shall be recorded by State as they are discovered during each States' review. The database must be able to be sorted by specific section of the FMCSRs and HMRs in addition to sorting by State.

The Federal Government shall retain full ownership in all tracking systems and databases developed under this contract. The contractor shall provide routine updates throughout the performance period as technology changes.

#### **Deliverables:**

Written items:

- a. List of Review Team members – within five days after initial meeting.

b. **State Variance Tracking Database** - that details each State's regulatory compliance status. It shall contain findings of all State-specific variances discovered in each State's laws or regulations as compared with the FMCSRs or HMRs.

c. **Final Variance Report**

The contractor shall provide a draft Report to the COTR within thirty (30) days after completion of all of the reviews of each State and U.S. Territories. The Final Regulatory Review Report shall consist of the following elements:

- Executive Summary
- Consolidated findings from the Regulatory Review conducted for each State
- Detailed Regulatory Review

The contractor shall provide paper and electronic (e.g., MS Word, Excel, Access) copies of each item that shall be 99% free of errors. If separate analytical products are developed, they shall be delivered in MS Excel or Access. All files transmitted via e-mail must not exceed 5 MB per message attachment. Files that are larger than 5MB shall be transmitted via FTP or other method to be determined in consultation with the COTR. The final deliverables shall also be provided on a compact disc(s).

**Key Personnel**

All personnel, including the Project Manager, Legal Program Expert, and Writer, shall be designated as "key" under this contract. The Government may designate additional key Contractor personnel prior to the contract start date. Before diverting an individual designated as "key", the Contractor shall notify the Contracting Officer no less than 10 calendar days in advance, and shall submit written justification (including the name, resume of qualifications, of the proposed substitution). The proposed substitute shall possess qualifications equal to or superior to those of the key person being replaced. The Contractor shall not substitute key personnel without written consent from the Contracting Officer.

The government may designate additional contractor personnel as key prior to the award of each task order.

**Packaging and Marking**

All written reports shall be submitted in accordance with Section 3.

**Inspection and Acceptance**

All work hereunder shall be subject to review by the Government. Acceptance of the deliverables and final report shall be made in writing by the Contracting Officer's Technical Representative and submitted to both the Contractor and Contracting Officer. Inspection shall be performed IAW FAR 52.246-4 Inspection of Services -Fixed Price (AUG 1996)

**Period of Performance:** The Period of Performance (POP) for this contract will be one (1) year from the date of award, plus four (4) one (1) year options.

**Data Rights**

The recipient shall make available to the Government copies of all work developed in performance of this contract, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights in perpetuity to obtain, reproduce, publish or otherwise use the data developed in the performance of this contract pursuant to 49 CFR Part 19.36. The FMCSA shall retain residual and technical rights to all documents, procedures, software and other products developed under this contract.