

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER AS (15 CFR 700)		RATING	PAGE OF	PAGES
					<b>1</b>	<b>151</b>
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
	<b>DTOS59-08-R-00016</b>	SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	<b>August 29, 2008</b>	<b>08-10-0013</b>		
7. ISSUED BY		CODE: <b>M-63</b>	8. ADDRESS OFFER TO (If other than Item 7)			
<b>Acquisition Services Division, OST, U. S. Department of Transportation 1200 New Jersey Avenue, SE, Room W83-497 Washington, DC 20590</b>			<b>See Block 7</b>			

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

**SOLICITATION**

9. Sealed offers in original and 9 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 1200 New Jersey Ave., SE, Room W83-497, until 4:15 pm local time, **September 30, 2008**.

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10.FOR INFORMATION CALL:</b>	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	<b>James H. Mowery III</b>	AREA CODE	NUMBER	EXT.	<a href="mailto:james.mowery@dot.gov">james.mowery@dot.gov</a>
		<b>202</b>	<b>366-4959</b>		

**11. TABLE OF CONTENTS**

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	74-86
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	10-23	X	J	LIST OF ATTACHMENTS	87-108
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25-26	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	109
X	F	DELIVERIES OR PERFORMANCE	27-34	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	110-143
X	G	CONTRACT ADMINISTRATION DATA	35-44	X	M	EVALUATION FACTORS FOR AWARD	143-151
X	H	SPECIAL CONTRACT REQUIREMENTS	44-73				

**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 (60 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 <i>(See Section I, (See Clause No. 552.232-8))</i>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		

15B. TELEPHONE NO.			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

**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 SHOWN IN > <i>(4 copies unless otherwise specified)</i>	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE

(Signature of Contracting Officer)

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

## **PART I - SECTION B SUPPLIES/SERVICES & PRICE/COST**

### **B. 1 Introduction**

This is an 8(a)-competitive procurement for “Analytical and Technical Support Services (ATS) for the Bureau of Transportation Statistics (BTS) in the Areas of Freight, Passenger and Economics Statistics, and Other Transportation-Related Issues”—hereinafter sometimes referred to as the “BTS ATS contract(s)” or as the “BTS ATS program” or the “BTS ATS Solicitation” or the “BTS ATS project”. It is anticipated that from this Solicitation one or more Indefinite Delivery / Indefinite Quantity (IDIQ), Task-Order-type contracts will be awarded. Each resulting IDIQ contract will reserve the Government’s right to use, for any particular task order(s) hereafter issued, a Fixed-Price or Cost-Plus-Fixed-Fee or Labor-Hour or Time-and-Materials reimbursement structure, and DOT’s right to use any other reimbursement structure for such task order(s). This document’s Statement of Work (SOW) identifies the labor categories needed to accomplish the work requirements of this Solicitation and the resulting contract(s). Each offeror is required to provide proposed hourly labor rates for the labor categories (job-titles) listed in Sections B and J of this Solicitation. The labor rates provided are to be fully loaded rates that include profit.

**THIS ACQUISITION IS 8(a) competitive—meaning that each offeror must be certified, by the U. S. Small Business Administration (SBA), as an 8(a) company. Further, each offeror must be in good standing with SBA. A certification document (confirming each offeror’s 8(a) status) shall be required when each offeror submits its proposal under this Solicitation.** The North American Industry Classification System (NAICS) Code for this Solicitation is 541611. For that NAICS Code, a small business is defined as a concern whose annual average gross revenue, as computed over the firm’s three most recent fiscal years, does not exceed \$7 million. The period of performance for each contract resulting from this Solicitation shall run from the contract’s date of award through one base year, and, in addition, each resulting contract will have four 1-year Option Periods.

Each offeror’s total proposed cost for the one-year Base Period and for each 1-year Option Period shall be supported by, and shall be consistent with, the offeror’s proposed fully loaded hourly pay rates and proposed staffing hours for the labor categories necessary to meet the Government’s requirements, as specified in Sections B-2 and L, and in Attachment J-10 (Labor Rate Tables).

## PART I - SECTION B-2 SUPPLIES/SERVICES & PRICE/COST

### TRANSPORTATION DATA ANALYTICAL AND TECHNICAL SUPPORT SERVICES – SECTION B-2 LABOR RATES

CLIN and Rates Table		12 Month Contract Base Period				12 Month Contract Option Period 1				
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site	Option Labor CLIN	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site
00001	Project Manager					10001				
00002	Program Manager					10002				
00003	Senior Economist					10003				
00004	Economist					10004				
00005	Senior Transportation specialist					10005				
00006	Senior Transportation Specialist					10006				
00007	Transportation Specialist					10007				
00008	Transportation Specialist					10008				
00009	Sr. Geographer					10009				
00010	Geographer					10010				
00011	Senior Research Analyst					10011				
00012	Senior Research Analyst					10012				
00013	Research Analyst					10013				
00014	Research Analyst					10014				
00015	Senior Survey Methodologist					10015				
00016	Survey Methodologist					10016				
00017	Survey Methodologist					10017				
00018	Senior Statistician					10018				
00019	Statistician					10019				
00020	Database Administrator					10020				
00021	Sr. System Analyst					10021				
00022	Systems Analyst					10022				

**PART I - SECTION B-2  
SUPPLIES/SERVICES & PRICE/COST**

**TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – SECTION B-2 LABOR RATES**

00023	Sr. Research Assistant					10023				
00024	Research Assistant					10024				
00025	Research Assistant					10025				
00026						10026				
00027	Research Assistant					10027				
00028	Research Assistant					10028				
00029	IT Specialist					10029				
Est. Total										

## PART I - SECTION B-2 SUPPLIES/SERVICES & PRICE/COST

### TRANSPORTATION DATA ANALYTICAL AND TECHNICAL SUPPORT SERVICES – SECTION B-2 LABOR RATES

CLIN and Rates Table		12 Month Contract Option Period 2				12 Month Contract Option Period 3				
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site	Option Labor CLIN	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site
20001	Project Manager					30001				
20002	Program Manager					30002				
20003	Senior Economist					30003				
20004	Economist					30004				
20005	Senior Transportation specialist					30005				
20006	Senior Transportation Specialist					30006				
20007	Transportation Specialist					30007				
20008	Transportation Specialist					30008				
20009	Sr. Geographer					30009				
20010	Geographer					30010				
20011	Senior Research Analyst					30011				
20012	Senior Research Analyst					30012				
20013	Research Analyst					30013				
20014	Research Analyst					30014				
20015	Senior Survey Methodologist					30015				
20016	Survey Methodologist					30016				
20017	Survey Methodologist					30017				
20018	Senior Statistician					30018				
20019	Statistician					30019				
20020	Database Administrator					30020				
20021	Sr. System Analyst					30021				
20022	Systems Analyst					30022				

**PART I - SECTION B-2  
SUPPLIES/SERVICES & PRICE/COST**

**TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – SECTION B-2 LABOR RATES**

20023	Sr. Research Assistant					30023				
20024	Research Assistant					30024				
20025	Research Assistant					30025				
20026						30026				
20027	Research Assistant					30027				
20028	Research Assistant					30028				
20029	IT Specialist					30029				
Est. Total										

## PART I - SECTION B-2 SUPPLIES/SERVICES & PRICE/COST

### TRANSPORTATION DATA ANALYTICAL AND TECHNICAL SUPPORT SERVICES – SECTION B-2 LABOR RATES

CLIN and Rates Table		12 Month Contract Option Period 4					
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site		
40001	Project Manager						
40002	Program Manager						
40003	Senior Economist						
40004	Economist						
40005	Senior Transportation specialist						
40006	Senior Transportation Specialist						
40007	Transportation Specialist						
40008	Transportation Specialist						
40009	Sr. Geographer						
40010	Geographer						
40011	Senior Research Analyst						
40012	Senior Research Analyst						
40013	Research Analyst						
40014	Research Analyst						
40015	Senior Survey Methodologist						
40016	Survey Methodologist						
40017	Survey Methodologist						
40018	Senior Statistician						
40019	Statistician						
40020	Database Administrator						
40021	Sr. System Analyst						
40022	Systems Analyst						

**PART I - SECTION B-2  
SUPPLIES/SERVICES & PRICE/COST**

**TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – SECTION B-2 LABOR RATES**

40023	Sr. Research Assistant						
40024	Research Assistant						
40025	Research Assistant						
40026							
40027	Research Assistant						
40028	Research Assistant						
40029	IT Specialist						
Est. Total							

Administrative Handling/Pass Through Rate as a Percent*		
Sub-contracting Pass Through Rate as a Percent*		
<p>* <b>Applicable rate for the full contract term</b>, to be expressed as one or two digits to the left of the decimal and two digits to the right of the decimal (i.e. 11.25% or 6.75%) - Enter in appropriate <b>orange block</b>.</p>		

**Note:** This is an 8(a)-competitive procurement, and the NAICS Code is 541611.

The Offeror shall furnish the required materials and personnel to perform all non-personal services needed for providing “Analytical and Technical Support Services (ATS) for the Bureau of Transportation Statistics (BTS) in the Areas of Freight, Passenger and Economics Statistics, and Other Transportation-Related Issues”. Such services and support shall be rendered to the U. S. Department of Transportation’s (DOT’s) Bureau of Transportation Statistics (BTS), within DOT’s Research and Innovative Technology Administration (RITA), through the issuance of task orders under each Indefinite Delivery/Indefinite Quantity (IDIQ) contract awarded from this Solicitation.

All travel that is *eligible* for reimbursement shall be reimbursed at cost in accordance with the travel and per diem clause (reference in Section G-14). The un-loaded cost of travel and per diem shall not exceed \$80,000 during the 12 month Base Period and shall not exceed \$80,000 during the Option Period, unless otherwise approved in writing by the Contracting Officer. Travel costs are *included within* the total contract value as stated above. Travel costs will be designated as: Contract Line Item (CLIN) No. 00030 for the Base Year; 10030 for the First Option Year; 20030 for the Second Option Year; 30030 for the Third Option Year; and 40030 for the Fourth Option Year.

**Note:** DOT anticipates making one or more contract awards from this Solicitation. Each contract awarded from this Solicitation will be an Indefinite Delivery/ Indefinite Quantity (IDIQ) Task Order contract (i.e., an umbrella contract, also sometimes referred to as a “base” contract, or as an “IDIQ contract”, or as an “IDIQ task order contract.”). DOT reserves the right to award task orders consistent with FAR 16.505. Each IDIQ contract awarded from this Solicitation will be a hybrid contract in that it will expressly reserve DOT’s right to award any particular task order or task orders as: a fixed-price task order; or a cost-plus-fixed-fee task order; or a time-and-materials task order; or a labor-hour task order; or as a task order having some other reimbursement structure.

*Subject* to all of the *conditions* stated in the next sentence, the contractor who is awarded an IDIQ contract covering *all* of the tasks set forth in this Solicitation’s Statement of Work is guaranteed an *aggregate* minimum task order award value of \$10,000, as counted across all of the task orders ultimately issued to the contractor under this project. To be entitled to receive the ten-thousand-dollar minimum, the contractor must start out with, and must at all times *maintain*, a performance-level on this project that is at least satisfactory, as determined by the Government, and in addition the contractor must remain in compliance with all of the terms of this contract.

The task order awards made from this solicitation and resultant IDIQ contract(s) shall not be subject to protest, but are reviewable by DOT’s Ombudsman, consistent with FAR 16.505(b)(5).

(End of Section)

## **SECTION C – STATEMENT OF WORK (SOW)**

### **C.1 SCOPE OF WORK**

The contractor shall provide all personnel, facilities, support, management, and other resources necessary to provide the technical support and services required under this contract and its subsidiary task orders. The scope of this effort is defined in this Statement of Work (SOW). Specific requirements and details, including custom designed performance measures, will be accomplished through individual task orders, except as otherwise specified. The objective of this contract is to provide a dedicated labor pool with technically qualified experts and professionals covering a variety of disciplines capable of meeting BTS programmatic requirements (see [www.bts.gov](http://www.bts.gov)). Due to the changing nature of some projects, this dedicated workforce must be easily accessible, flexible, and familiar with DOT and RITA/BTS goals and objectives and the various other transportation modal administrations. The contractor must be ready to adapt and respond to changing customer requirements and quickly provide the specific technical capabilities that will enable BTS to take advantage of opportunities to meet program initiatives, priorities, and deadlines. This contract must be managed properly so that the workforce can be scaled up or down in accordance with any change in project requirements. The objective of the contract is to ensure that a sufficient and wide array of resources are available to support BTS, in meeting its strategic mission to lead the USDOT and the transportation community in developing, storing, analyzing and reporting on data and information that is of high quality and accurate; in conducting research, development, and technology; safety, economic, and advancing its effective use, in both the public and private policy arenas. These efforts include transportation for all modes both domestic and international and financial data research, economic data research, safety and security data research, data compilation, data development and dissemination; database system development and maintenance; editorial and publishing support; and conducting multi-modal and intermodal transportation research, analysis, and studies.

The agency shall provide task orders, statements of work, specific deliverables, and performance measures as services are required for the functional area and BTS Technical Support and Services. When performed as an integral part of a broader task order, the Government may require the Contractor to prepare presentations and to plan and conduct workshops, meetings, and conferences sponsored by BTS, to educate and disseminate technical information and knowledge developed under that task order.

Although successful performance on task orders may require some specialized skills in a broad range of disciplines, the primary skill requirements of this contract focus on task areas including economics, database management, statistics, multi-modal transportation issues, and multimodal and intermodal transportation research and studies disciplines and include the areas of work listed in Section C.2.

### **C.2 TASK AREAS OF WORK**

Task orders may be issued in any of the following task areas:

- Database Development, Maintenance, and Support
- Economics and Analysis Technical Support

- Freight, Travel and Other Transportation Data Technical Support
- Global Trade and Transportation Research and Studies
- U.S. Domestic and International Transportation Data Processing, Analysis, and Support
- Outreach and Education Support
- Program/Project Management
- Survey Review, Analysis, Research, and Data Processing
- Transportation Analysis and Research Support
- Safety Data Collection, Development, and Analysis

### **C.2.1.1 DATABASE DEVELOPMENT, MAINTENANCE, AND SUPPORT**

Under this task area, the contractor may be required to develop and maintain a database(s) as well as provide technical support and services for the system(s). The contractor will develop a description of the hardware, software, data, and other systems needed to satisfy the functional requirements and other considerations including cost constraints, available technologies, and associated price/performance realities. Database(s) will address data structures, process modeling, process automation, and user interfaces. Software and hardware specifications will be designed and developed in accordance with applicable government standards. The contractor may be required to perform work on key and unresolved issues related to existing database systems and/or the business processes used to run and maintain the systems, with special attention to factors that influence the essential data to be evaluated and reported. The contractor may be required to assist BTS on work related to datasets identified for inclusion in existing and new database systems. This support may be applied within a small or large, simple or complex system, and the development and maintenance efforts may cut across various other transportation modal administrations and involve confidential data, and include development and/custom developed components. Database systems development, maintenance, loading of data sets, and documentation, will be required.

The senior professionals provided by the contractor shall include highly-skilled and qualified personnel required for Graphical User Interface (GUI) application design and development, integration, testing, and deployment of any database system and may include the training of users.

Support may also include, but is not limited to, the following areas:

- (a) Data processing and dissemination
- (b) Database and web application development, maintenance and support
- (c) Monitoring and control functions of multiple systems;
- (d) Database development and maintenance (with documentation);
- (e) Software systems and equipment monitoring;
- (f) Facility management and operation;
- (g) User training;
- (h) Data archiving and management;
- (i) End-user support;
- (j) Status reporting, specifically on Information gaps;
- (k) Emergency operational problem handling (Troubleshooting);
- (l) Combining and Integrating Data and Data Sets;
- (m) Technology Assessments and Modernization;
- (n) Database Security;

- (o) Encryptions, Controlled Access; and
- (p) Data transfer, web services, data extracts.

### **C.2.1.2 SAMPLE DELIVERABLES:**

1. Air Travel Price Index Database
2. Government Transportation Financial Statistics
3. Transportation Satellite Accounts Database
4. Connectivity Database
5. Monthly, Daily, Weekly and Annual Reporting in Various Formats
6. Geospatial representation of transportation and demographic data for all modes

### **C.2.2.1 ECONOMIC AND ANALYSIS TECHNICAL SUPPORT**

Under this task area, the contractor will be required to conduct a wide array of economic, operational, safety, and transportation analysis support to BTS to provide transportation economic data, statistics, and analysis and other related information in response to internal and external requests from the transportation industry, both public and private. Work in this area covers a very broad range of agency initiatives, programs, and projects, and may include every mode of transportation. The agency's work in this area will generally address issues of national and international importance, transportation issues and trends; inter-modal perspectives from the transportation community; and incorporate products and services from public and private industries from within these areas. The contractor will be responsible for the gathering, compilation, and analysis of transportation related economic, safety, travel and operational data and statistics. Work may encompass economic analyses of alternative transportation investments; estimating demand for transportation services; analysis and evaluation transportation user charges; cost-benefit analysis, capital stock accounts, transportation satellite accounts and supply industry analysis and financial planning. Additional work may involve working with BTS efforts on U.S. National Accounts, Input-Output Accounts, Transportation Satellite Account (TSA), and the transportation infrastructure for Capital Stocks Account. Additionally, the contractor may be required to conduct estimates of Multi-Factor Productivity (MFP) for various transportation industries.

The estimation may use the Tornqvist indexing methodology, and include estimating multi-modal MFP indexes (for the transportation sector), by combining the estimated MFPs of the various transportation industries.

Work will require senior economists with extensive knowledge and experience about the transportation industry, financial and economic analysis, analysis of business practices and organization behavior, marketing, statistics/mathematics, information collection, analysis, and project management and product dissemination.

Support may also include, but is not limited to, the following areas:

- (a) supply and demand, including seasonal forecasting;
- (b) economic impact analysis;
- (c) transportation industry analysis;
- (d) socio-economic analysis;
- (e) operations and maintenance assessments;
- (f) risk analysis and assessments;

- (g) capital investment needs;
- (h) statistical analysis tools;
- (i) trending, forecasting, modeling, and simulation;
- (j) financial/economic analysis;
- (k) community and urban planning;
- (l) transportation issues and trends;
- (m) cost effectiveness by mode;
- (n) documentation on all projects; and
- (o) operational safety analysis

#### **C.2.2.2 SAMPLE DELIVERABLES:**

1. National Highway Construction Cost Index
2. Multifactor Productivity Estimation Reports (All Modes)
3. Transportation Satellite Accounts
4. Transportation Services Index
5. Transportation Indicators
6. Transportation's Contribution to GDP
7. Air Travel Price Index

#### **C.2.3.1 FREIGHT, TRAVEL, AND OTHER TRANSPORTATION DATA TECHNICAL SUPPORT**

Under this task area, the contractor will be required to identify, compile, and analyze transportation data and information related to all modes of transportation and including travel and passenger travel, freight transportation, infrastructure, economics, national income and products accounts, productivity, employment, trade, mobility, safety, hazardous materials, environment, energy, national security, and such other subjects as specified by the COTR. Additionally, the contractor shall assist the agency in the statistical monitoring of the transportation data and information. This involves processing the data using a statistical software package and flagging potential problems and any indicator in the event of unusual or problematic occurrences in that data. The contractor will also maintain and produce publications, reports and other documents identified by the COTR for dissemination and to other venues directed by the COTR. The contractor shall prepare data tables and displays, and related written analyses, for use in BTS products, publications and presentations in accordance with a schedule agreed upon by the COTR, included will be support and services BTS products, projects, presentations, and other services identified by the COTR. Tables, displays, and analyses will be provided in accord with the specific formats needed by the project. Special requirements regarding documentation, electronic files, and text and data formats will be identified by the COTR.

Support may also include, but is not limited to, the following areas:

- (a) Project Management and Support
- (b) Facilitator and Conference Support
- (c) Technical Research and Analysis Support
- (d) Analysis and Evaluation of Technical Data
- (e) Transportation Planning

The contractor shall provide an expert group of senior professionals, who are thoroughly familiar with issues relevant to large system level research and analysis for the transportation industry for all modes of transportation, the USDOT, RITA/BTS, and other statistical agencies. These senior professionals shall be familiar with existing BTS/RITA and other RITA programs including statistical system design; and data collection programs related to all modes of the transportation industry.

The economists, transportation specialists, transportation industry analysts, statisticians, mathematicians, and other experts shall have demonstrated high level experience in understanding transportation statistics and data, researching, writing, and publishing concise analytical pieces on a wide range of transportation issues and for all modes of transportation. Such issues include, but are not limited to: economics, energy usage, passenger and freight transportation, infrastructure, logistics, intermodalism, transportation-related employment, transportation's impact on the environment, transportation safety and security, survey data analyses, identification of transportation-related data gaps, and composition of analyses appropriate for the U.S. Congress and the White House.

### **C.2.3.2 SAMPLE DELIVERABLES:**

1. Analyses of Data Showing Multimodal Transportation Trends
2. Congestion Data Analyses
3. Risk Analyses on Safety and Hazardous Materials
4. Methods to Develop More Complete "Pictures" of Freight, Travel and other Transportation Activities

### **C.2.4.1 GLOBAL TRADE AND TRANSPORTATION RESEARCH AND STUDIES**

In this task area, the contractor shall conduct research and analysis to track key issues and regions of international transportation of significance to the United States, and to develop written products from the data and information derived. These analyses may be used in larger analytical and/other transportation studies. The contractor will be required to prepare statistical compilations, data collection and analysis for a variety of products to reproduce and disseminate. In addition, this work will include data collection and analysis activities to support Departmental meetings and conferences, as well as other meetings and requests (including congressional) for global transportation data and analysis.

In addition, the contractor shall provide expert professionals that have demonstrated experience and knowledge in transportation statistics and data, researching, and writing concise analytical pieces and other documents on a range of transportation issues (including but not limited to, economics, passenger and freight mobility, infrastructure, and statistics). The contract staff must be knowledgeable in identifying transportation-related data gaps, and writing analyses appropriate for the wide variety of customers that the RITA/BTS serves (including, but not limited to the U.S. Congress, Departmental offices, state and municipal agencies and the private sector). The experts shall also have demonstrated experience in working with representatives from international organizations and foreign governments. Support may also include, but is not limited to, the following areas:

- (a) Research and Analysis of Technical Data
- (b) Report Preparation on Issues Related to Global Transportation

- (c) Coordination with International and Foreign Governments Transportation and/or Statistical Programs
- (d) Evaluation of Existing Transportation Policies and Procedures
- (e) Publication Support
- (f) Development of Technical Reports
- (g) Analysis of Global and International Transportation Organization Activities, Problems, Issues and Trends
- (h) Technical Research
- (i) Conducting Transportation Studies

#### **C.2.4.2 SAMPLE DELIVERABLES:**

1. Development of Multilateral, Bilateral or Trilateral Transportation Databases and Publications
2. Analyses of Comparability of Transportation Data Terms and Measures in the United States and other Countries
3. Trends in China Trade
4. International Travel Report
5. International Gateways Report
6. Key Transportation Indicators
7. International Organization Annual reports

#### **C.2.5.1 U.S. DOMESTIC AND INTERNATIONAL TRANSPORTATION DATA PROCESSING, ANALYSIS, AND SUPPORT**

Under this task area, the contractor will be required to provide contract support for the RITA/BTS Domestic and International Data and International Programs. The contractor will be required to continuously develop and maintain a number of key international trade and transportation data tables, the corresponding analysis of key trends in this area, and contribute to the content for various internet websites. Data and analysis will cover a wide range of multimodal, geographic and commodity perspectives, and a wide range of transportation subjects (e.g., travel, trade, safety). The contractor will be responsible for the integration of data contained in the Census Bureau and the Customs and Border Protection international trade and transportation data transmissions. Information compiled within this work, will link to other agency studies, statistical compilations and Transportation Statistics products.

The contractor will be required to conduct the necessary data compilation and coordination to summarize monthly and annual border crossing data from sources identified by the COTR into product forms, including Excel spreadsheets, and then coordinate the dissemination of the data and information on the internet. In addition, a review of the data categories included in the international trade and transportation data transmissions will be conducted to determine the potential use of some of these data for other agency analyses and statistical compilations such as on international travel, trade, and national security. The contractor will develop monthly compilation and updating of crossing data for online dissemination to internal and external customers and for internal and external analysis by interested parties and others identified by the COTR. The contractor will be required to respond to inquiries and request for information related to the data, and prepare statistical and analytical products from the data. This effort includes the integration of the various international data and databases and other freight data sources that provide geographic and commodity level detail for U.S. trade with Canada and Mexico by all modes of transportation.

Additionally, the contractor will be required to continuously develop a number of key domestic and international passenger travel data tables, the corresponding analysis of key trends in this area, and the development of the content for a series of web pages on U.S. International Passenger Travel. Data and analysis will cover a wide range of multimodal, geographic, and same day/overnight travel perspectives

Support may also include, but is not limited to, the following areas:

- (a) Data Processing
- (b) Database Management
- (c) Publication Support
- (d) Technical Research
- (e) Transportation Analysis and Evaluation of Technical Data
- (f) Technical and Analytical Support
- (g) Facilitator and Conference Support

Technical Support and Service examples used at RITA/BTS may include:

- (1) Conducting time series comparisons
- (2) Monthly and Annual data releases
- (3) Updating and loading datasets
- (4) Updating on-line query interfaces
- (5) Updating of summary level reports
- (6) Conducting research and analysis to track transportation and trade trends
- (7) Contributing to the publication of the various transportation studies
- (8) Conducting statistical compilations
- (9) Developing tables, charts, and analyses
- (10) Convert nominal data to real terms for specific tables and analyses
- (11) Develop tables and summary reports in various formats

The contractor shall provide professional staff with knowledge of national and international Freight databases. The senior professionals provided by the contractor shall include senior economists, with expertise conducting transportation research and analysis, including economic data in key trade partners of the U.S. The contract staff understand the critical differences between the United States and other countries; senior researchers with expertise in and working knowledge of (among other things) the infrastructure, travel, trade, freight, and vehicle data sources, collection procedures and methodologies utilized by key trade partners of the U.S. and the critical differences across these sets of countries; and research assistants must have a working knowledge of a wide range of transportation data and their sources and demonstrated ability to use and manipulate these data. Additionally, the contractor shall provide an expert group of senior professionals and research assistants who can identify and analyze critical trends in key areas of North American transportation, and can support trilateral forums and working groups that assess these trends and data sources. These professionals must have good interpersonal and communication skills as well as written and verbal proficiency. The contractor may also be asked to provide similarly experts staff to support working groups and forums with other countries, such as China, for which BTS has memoranda of cooperation on transportation data.

### **C.2.5.2 SAMPLE DELIVERABLES:**

1. Reports Highlighting North American Transportation
2. Descriptive analyses and charts and tables for specific subject areas.
3. Conducting Presentations at Meeting and Conferences, such as Transportation Research Board (TRB) meetings
4. Research and literature reviews on existing trade, freight and travel data sources in North America, China, or other countries or regions
5. Analyses on North American transportation issues.
6. Written Evaluation of technical proposals from other North American Countries and countries, such as China, and organizations, such as Eurostat, with which BTS exchanges transportation information
7. North American Transportation Statistics Online Database
8. North American Surface Trade monthly press releases
9. Statistical Abstract of the U.S. update of transportation-related tables
10. Quarterly and annual update of key transportation-related trends and data

### **C.2.6.1 OUTREACH AND EDUCATION SUPPORT**

The contractor shall provide experienced professional(s) to support the RITA/BTS in the areas of media relations, marketing analysis, congressional affairs, international relations, intergovernmental affairs, and public policy. The duties shall include interaction with media, Congressional, association, and other professional staff; preparation of mass mailings; maintenance of division databases; and other program support, including ongoing RITA/BTS outreach and education.

The contractor shall provide staff with experience in editorial support to assist USDOT in the production, publication, or other services to produce RITA and BTS reports, informational materials, and hardcopy and electronic filing and tracking systems for release and publication on the websites for RITA components as specified by the COTR

Support may also include, but is not limited to, the following areas:

- a) Coordination and provision of research support
- b) Facilitation and conference support
- c) Development of Outreach and Communication Plans
- d) Development of Key Publication and Information List(s)

### **C.2.6.2 SAMPLE DELIVERABLES:**

1. Interacting with Media, Congressional and White House Staff
2. Database Maintenance
3. Conducting Special Projects
4. Conducting Special Research Studies
5. Conducting Literature Searches

### **C.2.7.1 PROGRAM/PROJECT MANAGEMENT**

The contractor shall provide adequately highly trained and skilled program and project managers to manage a variety of tasks under this contract. The contractor shall provide experienced program and project managers to plan and manage all program support activities, including management services, program/project integrations, facilitation services, and data compilation, and data development, on-going technical support for research, development, technology, transportation studies, and analyses.

The contractor shall provide an expert group of senior professionals with knowledge and experience in working with census data. The contractor shall provide senior professional experts in the development of measures of congestion and performance measurement, and the development of complex productivity and performance measures. These professionals must have excellent interpersonal and communication skills as well as written and verbal proficiency.

#### **C.2.7.2 SAMPLE DELIVERABLES:**

Track and report the availability and status of data files during the processing cycle and, as needed, the status of individual problematic records.

#### **C.2.8.1 SURVEY REVIEW, ANALYSIS, RESEARCH, AND DATA PROCESSING**

This task area requires the contractor to provide technical support and services for survey programs and may require on-going coordination with other government agencies. The contractor is required to provide experienced, qualified, and professional staff to assist RITA/BTS in the design and implementation of a variety of surveys that vary from development and administration of relatively simple questionnaires to the highly complex. Some of the surveys may include a core set of demographic questions specified by the COTR and that is based on critical information needs within USDOT. The survey(s) will monitor expectations and satisfaction with facets of the transportation system. The surveys may vary in size, scope, and substance and may cover a period of a year or longer and may continue for shorter periods.

The contractor shall provide staff qualified and experienced to support freight related surveys using transportation statistics expertise, analysis, evaluations, and program execution expertise. The contractor staff, primarily analysts, shall become subject-matter expert(s) (SME) in program execution, understanding of program output including logistic checks, reporting and record correction. The contractor staff shall meet the SME on an intermittent basis as questions and problems arise. The contractor staff shall develop a working knowledge of freight movement and associated terminology. The contractor may conduct work with over 6 million records, processing about 100,000 records per week, during the collection phase of the freight related survey

- (a) Data Processing and Collection
- (b) Production of Data and Documentation
- (c) Software Execution for Data Collection
- (d) Output of problematic records
- (e) Conducting manual corrections to survey and survey data
- (f) Imputing missing data (usually mode, destination data)

- (g) Correcting erroneous, inaccurate, or inconsistent data (usually mode, destination data) in shipment records
- (h) Editing geographic data
- (i) Implementing formal methods to store and track changes to large data sets
- (j) Processing an average of nearly 100,000 records per weekly
- (k) Analytical and Evaluation Support
- (l) Research and Transportation Analysis Support
- (m) Database Management
- (n) Creation and Production of data tables
- (o) Verification of Data, Datasets, and Data Systems
- (p) Comparative analysis of estimates from data and other data sources
- (q) Data Collection and Related Activities
- (r) Conducting Research and Methodology activities

The contractor shall provide senior economists, senior transportation analysts, transportation specialists, transportation industry analysts, and statisticians with extensive knowledge of and experience with the development, implementation, maintenance, and evaluation of highly complex surveys that may involve millions of records and various data sources. The contractor shall assist with the development and analyses of these surveys and their results along with performing comparative analyses of data from other freight and transportation data sources identified by the COTR.

As BTS survey requirements evolve, new surveys on topics such as travel, vehicle inventory and use, and implementation of intelligent transportation systems may be added. The transportation and survey expertise provided by the contractor should be sufficiently encompassing to adapt to changing needs as required by the COTR.

The contractor shall conduct research and analysis on the movement and flow of commodities over the transportation network of the nation. Consideration shall be given during these efforts to the mode of transportation and the categories of commodities being transported.

The contractor shall be knowledgeable of commodity classification schemes used for the domestic and international transportation of goods. Classification schemes and codes that the contractor must have knowledge and familiarity of shall include but not be limited to the North American Industry Classification System (NAICS), Standard Classification of Transported Goods (SCTG), Standard Transportation Commodity Classification (STCC), the Harmonized Tariff System (HS), the Waterborne Commerce Codes (WCC) and the United Nations and North American (UN/NA) hazardous materials identification coding scheme.

Support may also include, but is not limited to, the following areas:

- a. Designing survey questionnaires
- b. Developing a web based survey instrument
- c. Identifying the scope and industry coverage of a survey
- d. Developing the methodology for conducting and processing a survey
- e. Producing publications and tabulations from survey data
- f. Constructing a frame for drawing a survey sample
- g. Designing and conducting a precavass operation
- h. Analyzing trends in goods movements over time

- i. Identifying the current state of transportation practices and procedures
- j. Documenting transportation data gaps and proposing methods to address the gaps
- k. Recommending additional areas and topics for transportation data research

### **C.2.8.2 SAMPLE DELIVERABLES:**

1. Analyses that Augment Survey Results with other Data to Provide More Complete Snapshots of the Transportation System
2. Updated shipment records (e.g., modal mileages) based upon the processing of survey data, with appropriate notification of successful update or reason(s) for failure.
3. Documentation of the procedures and methodology involved in mileage processing of shipment records.
4. Quality Assessment of respondent-provided information to survey questions, and prepare data tabulations and analytical report.
5. Accuracy Reports, within acceptable limits, of survey estimates by comparison with other databases/sources, and provide the appropriate written notification.
6. Research into the methodology to collect commodity flow data, and provide written recommendations, improvements, and alternatives.
7. Construction of Survey Sample Frames
8. Design of Survey Questionnaires, Data Collection Instruments, and Survey Materials
9. Survey Data Tabulations and Findings Reports

### **C.2.9.1 TRANSPORTATION ANALYSIS AND RESEARCH SUPPORT**

This task area requires the contractor to provide technical support and services for Transportation Analysis. The contractor shall provide technical experts and support staff to review, conduct, and coordinate transportation industry studies on all modes of transportation, specifically related to passenger and freight. The contractor shall conduct any research and analyses as determined by the COTR, and include all relevant data, trends, and issues. The contractor will assist BTS staff in the production various statistical and transportation-related reports, publications, and guides, most of which are mandated by legislation. These publications and supporting documents cover numerous topics on the status of the nation's transportation system, using the most relevant and timely data available. The contractor's senior professionals shall prepare and support staff analyses on relevant and timely transportation-related issues including, but not limited to, freight and passenger transportation, safety, economy, finance, energy, environment, national security, government, domestic and international trade and travel, and data needs or gaps related to transportation. These issues may relate to all modes of transportation.

The contractor shall provide senior professionals and research assistants with extensive knowledge and experience in compiling and analyzing government financial statistics. Government financial statistics include data that pertain to transportation that identify trends in transportation revenues and expenditures for Federal State, and local Governments. The contractor may be required to identify and develop documentation on the differences between Census Bureau estimates of Federal revenues and expenditures on transportation and those of the USDOT and its modal administrations.

The contractor shall provide senior professionals and research assistants with extensive knowledge and experience in compiling and analyzing statistics concerning all modes of transportation – both domestic and international. The contractor shall provide senior professionals with skills in the use of statistical software packages such as SAS and SPSS. The contract's senior professional experts must have knowledge of transportation-related public and private data sources from other statistical agencies such as Bureau of Economic Analysis and Bureau of Labor Statistics. Senior contract staff shall have demonstrated expertise in assessing the quality, comparability, and utility of different datasets.

The contractor shall provide senior professionals with proven capability in initiating research and analytical projects and in designing and implementing transportation, economic and statistical research programs. These people shall have strong oral and communication skills and must have demonstrated experience and capability in applying analytical tools to a variety of issues. Senior contract staff shall have demonstrated experience in producing quick turnaround or special responses to inquiries on a diverse range of transportation-related questions and issues.

The contractor shall provide experts and research assistants to compile and analyze data and produce reports and presentations on transportation matters at the international, national, regional, state or sub-state levels, covering such topics as freight transportation, trade, passenger travel (including pedestrian and bicycle transportation), modal and intermodal trends, infrastructure, finance, economics, safety, security, congestion, energy and environmental aspects of transportation, and current or prospective data needs associated with such subjects. The research assistants shall have working knowledge of a wide range of transportation data and their sources and demonstrated ability to use and manipulate these data. The COTR may request other duties which go beyond compiling reports (e.g., database analysis, related grants process, meeting planning, meeting minute preparation, outreach, logistical support, etc.).

Support may also include, but is not limited to, the following areas:

- (a) Data Processing
- (b) Database Management
- (c) Publication Support
- (d) Technical Research
- (e) Transportation Analysis and Evaluation of Technical Data
- (f) Technical and Analytical Support
- (g) Facilitator and Conference Support

### **C.2.9.2 SAMPLE DELIVERABLES:**

1. Compilations of National and State Transportation Statistics with Source and Accuracy statements
2. Pocket Guide to Transportation
3. Government Transportation Financial Statistics (GTFS)
4. Reports on U.S. Gateways and Trade and Travel Trends with other countries
5. Compilations and Descriptions of Transportation Indicators

### **C.2.10.1 SAFETY, SECURITY, AND HAZARDOUS MATERIALS ANALYSIS AND RESEARCH SUPPORT**

The contractor shall provide technical experts and support staff to review, conduct, and coordinate transportation safety and security studies and analyses on all modes of transportation (including bicycling and walking) for both passenger and freight transportation. As determined appropriate by the COTR, the safety and security research and analyses will include all relevant data, trends, and issues, but not limited to, hazardous materials transportation, economic and societal costs of accidents and crashes, application of risk analyses, exposure data, data needs or gaps, or conflicts related to safety and security. These issues may relate to all modes of transportation, and system wide safety and security indicators.

The contractor shall provide senior professionals and research assistants with extensive knowledge and experience in compiling and analyzing statistics concerning all modes of transportation – both domestic and international. The contractor shall provide senior professionals with extensive knowledge of transportation injury epidemiology and methods of biostatistics for modeling adverse health and safety effects. The contractor shall provide senior professionals and research assistants with extensive knowledge and experience in the development and use of transportation safety data systems at the state and federal level. The contract's senior professional experts must have knowledge of safety and security- related public and private data sources from other DOT operating administrations, the National Transportation Safety Board, state agencies, and other sources. The contractor shall also provide senior professionals with skills in the use of statistical software packages such as SAS and SPSS. Senior contract staff shall have demonstrated expertise in assessing the quality, comparability, and utility of different datasets.

Support may also include, but is not limited to, the following areas:

- (a) Data Processing
- (b) Database Management
- (c) Publication Support
- (d) Technical Research
- (e) Injury Epidemiology
- (f) Biostatistics Methodology for Modeling Injury and Fatality Data
- (g) Analysis and Evaluation of Technical Data
- (h) Technical and Analytical Support
- (i) Facilitator and Conference Support

### **C.2.10.2 SAMPLE DELIVERABLES:**

1. Compilations of Safety and Security Statistics for BTS publications

2. Evaluation of safety denominator data across modes and sub modes of transportation
3. Safety data needs associated with deployment of new transportation technologies
4. Development of statistical models for assessing levels of safety risk
5. Development of statistical methodologies to assess efficacy of new transportation technologies
6. Development of safety indicators as a function of deployment of new transportation technologies
7. Comparison of safety trends in the United States with other countries
8. Compilations and Descriptions of Safety and Security Indicators
9. Analysis and Research of Conflicts between safety and security requirements.

## **SECTION D - PACKAGING AND MARKING**

## **D.1 PRESERVATION, PACKAGING AND PACKING**

- a. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.
- b. All data and correspondence submitted to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) for a task order (TO COTR) shall reference the contract number, task order number, and the name of the Contract Specialist and/or TO COTR as appropriate. A copy of all correspondence sent to the TO COTR by the Contractor for any task order shall also be provided to the Government's CO.

## **D.2 INITIAL PACKING, MARKING, AND STORAGE OF EQUIPMENT**

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made Freight on Board Destination (FOB Destination) at the contractor's expense. Such packing, supervision marking and storage costs shall not be billed to the Government. Supervision of packing and unpacking of initially acquired equipment shall be furnished by the contractor.

## **D.3 MARKING**

Packages shall be clearly marked as follows:

- a. Name of Contractor;
- b. Contract Number;
- c. Task Order Number;
- d. Description of Items Contained Therein;
- e. Consignee's Name and Address; and
- f. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

[END SECTION D]

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following websites: <http://www.arent.gov> and <http://www.acqnet.gov>.

The clause(s) below are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>52.246-4</b>	<b>INSPECTION OF SERVICES – FIXED PRICE</b>	<b>AUG 1996</b>
<b>52.246-6</b>	<b>INSPECTION-TIME-AND-MATERIALS AND LABOR-HOUR</b>	<b>MAY 2001</b>

### E.2 INSPECTION AND ACCEPTANCE

On an ongoing basis, Government personnel will conduct inspections of the contractor's work, primarily utilizing random samplings of services rendered under this contract and for recommending acceptance or replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer.

Government inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the Government's site, located in Washington, DC Headquarters or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

### E.3 INSPECTION OF SERVICES

The Contracting Officer (CO), or his / her duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided. In this regard, the Government Contracting Officer's Technical Representative (COTR) is an authorized technical representative of the Contracting Officer. Final acceptance of all services under this contract shall be made in writing by the COTR designated in writing by the Contracting Officer.

The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs for the base contract. For this contract, most COTR functions will be at the task order level, performed by the Task Order COTR (TO

COTR) identified in the applicable task order. The Government will, through the COTR or the TO COTR review and accepts all deliverables within 10 calendar days.

TO COTR's will be established for specific task orders; if so, the TO COTR may inspect and accept all services, reports, and required deliverables or outputs if specified in the task order.

[END SECTION E]

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following websites: <http://www.arent.gov> and <http://www.acqnet.gov>.

The clause(s) below are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	AUG 1989
52.246-6	GOVERNMENT DELAY OF WORK	APR 1984

### F.2 PERIOD OF PERFORMANCE

This contract includes one base year period with four (12 month) option terms. Options will be exercised at the Government's discretion and as authorized by FAR 17.2. Each of the four option terms will only be granted upon a favorable review of the Contractor's performance and validation of continued need and available budget.

**Base Year:** Base Year: January 1, 2009 through December 31, 2009

**Option Years:** Option Year 1: January 1, 2010 through December 31, 2010  
Option Year 2: January 1, 2011 through December 31, 2011  
Option Year 3: January 1, 2012 through December 31, 2012  
Option Year 4: January 1, 2013 through December 31, 2013

Period of performance and milestones shall be further specified in each individual task order issued under this contract as applicable.

### **F.2.1 Exercise of Options**

- A. This contract is renewable in four 1-year increments at the unilateral option of the Government. An option shall be exercised by issuance of a unilateral modification for the subsequent option requirement, as set forth in Sections B and F.
- B. The Government has the right to unilaterally exercise the options specified in Sections B and F at the prices established in Section B.

### **F.3 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

A. The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25
Inauguration Day	January 20 every four years

B. In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

C. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the individual Task Order. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized premium pay, if applicable to this contract as stated in its individual Task Orders.

D. When the Federal, State, Local and other governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer, Contracting Officer's Technical Representative (COTR), or the Government's Task Order's Representative (TOR).

E. If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

1. Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal workstation), shall continue to work and the contract price shall not be reduced or increased.

2. Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

F. In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

G. Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited other sections of this contract.

#### **F.4 PLACE OF PERFORMANCE**

In compiling its proposal for this project, each offeror shall assume that: (a) 75% of the work, in all labor categories and in all years of the project, will be performed in Federal office space in DOT's headquarters located at 1200 New Jersey Avenue, S.E., Washington, D.C.; (b) 15% of the work, in all labor categories and in all years of the project, will be performed on the contractor's own premises; and (c) 10% of the work, in all labor categories and in all years of the project, will be performed in Federal office space not belonging to DOT but located in the Washington, D. C. metropolitan area. Although there is a possibility that a small amount of the work might be performed at locations other than those described in "a", "b" and "c" immediately above, possibly even including some work that might be performed at locations outside the United States, such other locations (i.e., locations other than those described in "a", "b" and "c" above) are not now sufficiently definitized to be used as a basis for any offeror's proposal.

Occasional work may be performed at other field activity locations, including disaster recovery and/or continuity of operations locations. No locality differential payments are applicable to this contract. (Also see F.2. "PERIOD OF PERFORMANCE")

#### **F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

A. Each IDIQ contract awarded from this Solicitation will require that the contractor produce reports and deliverables concerning the overall performance of the base (IDIQ) contract and its underlying task orders. Some of those requirements are specified in this Solicitation (which is the model for the base contract), and the remainder of those requirements will be specified in the **Statements of Work (SOWs) for individual task orders**.

These specified reports and deliverables shall be provided as two complete hard copies and one complete media copy submitted to the Government's Contracting Officer (CO) and Task Order Contracting Officer's Technical Representative (TO COTR) for the base contract and its underlying task orders.

B. Ad Hoc Reports. Contractor shall submit to each TO COTR and CO any cost data, work plans, schedules and progress or results reports that they require which are relevant to approval, design, implementation and monitoring of results under a TO or to satisfy broader Agency reporting requirements and as specified.

C. Performance Reports. The contractor shall submit—to each TO COTR, and to the CO—any performance monitoring reports and data required by the contract or its task orders.

## **F.6 TASK ORDERS**

The Government, at its sole discretion, may make more than one contract award under this solicitation. If more than one contract award is made, each award qualifies for the minimum guaranteed task order amount during the base or options years of the contract. Should multiple awards be made, the Government will typically compete subsequent task order work among the awarded contracts as a means of maintaining an ongoing “best value” situation for the Government. Internal task order competitions among awardees are expected to be of a relatively quick turn around nature and their awards shall not be subject to protest. With multiple awards, the Government reserves the right to direct task order work to meet the minimum contract award guarantee in Sections H.15 and I.3.3.

- A. Task Orders will be issued by warranted Government Contracting Officers. The CO will order initial services and request work against the base contract through the issuance of individual task orders and obligate funds to cover the work required under that task order incrementally or in total.
- B. All Statements of Work and estimated budgets for prospective task orders must be approved by the CO for the base IDIQ contract.
- C. Each task order will carry a specific task order number which will be cited on each invoice placed against the contract.
- D. In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

## **F.7 TASK ORDERS, PLACEMENT, PROCESSING**

A. The following ordering procedures shall apply to all Task Orders (TOs) issued under this contract. Any supplies and/or services to be furnished under this contract will be ordered by issuance of written Task Order Request for Proposal (TORFP) transmitted and transacted between the CO and the Contractor. TO's shall be issued in accordance with FAR provisions (See Section I), in addition:

1. Only an authorized Government Contracting Officer can issue a TO under this contract.
2. All TOs are subject to the terms and conditions of the base contract. In the event of conflict between a TO and the contract, the contract will take precedence, however, task orders may include technical, performance, reporting or other requirements that differ from those of the base contract. The resolution of any conflict between the contract and task order terms and conditions shall be the unilateral right of the Government Contracting Officer.
3. All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall be at the Contractor's expense; post award TO administration (including applicable personnel cost allocations by TO) shall also be at the Contractor's expense. The Contractor is responsible for determining the most

appropriate method for recovering such costs (e.g., direct or indirect charges to Task Orders) based on its standard accounting practices.

4. No work will be performed and no payment will be made except as authorized by a signed Task Order.

B. Task order execution against the base contract award is expected to take place in the following general manner:

1. The Government entity with the BTS, ATS requirement first determines the extent of its requirements, developing a task order statement of work with period of performance, deliverables an independent cost estimate, and TO COTR designate – collectively considered a draft TO request package.
2. The Government entity forwards the draft TO request package with an appropriately funded procurement request to the CO for review. The CO will review the package for completeness and to verify that proposed requirements of the TO request package fit within the scope of the overall contract. The CO will, in consultation with the TO COTR request changes to the draft TO request package as necessary.
3. Given a complete draft TO request package, the CO will initiate a task order against the BTS, ATS requirement.
4. The Contractor will submit a proposal against the TO request package’s requirements, followed by the Government’s evaluation of responses and the subsequent negotiation and TO issuance.
5. When multiple contract awards have been made, an internal task order competition among awardees will be held. All awardees will be given the task order requirements and offered the opportunity to submit a task order proposal for the work by the CO. The Government will review the task order offers received and make an award determination. The task order award determination shall not be subject to protest.

## **F.8 BASE CONTRACT AND TASK ORDER ADMINISTRATION COSTS**

Any and all Contractor administrative costs associated with the base contract and / or any task order issued thereunder are to be borne solely by the Contractor, are not separately or otherwise billable to the Government, and must be included as part of the fully loaded (hourly) labor rates proposed and/or quoted.

## **F.9 TASK ORDER ADMINISTRATION**

A. **Task Order Award.** The Contractor must not commence work until authorized by the CO through the issuance of a Task Order.

**B. Task Order Extensions (Non-funded).** The CO has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- This approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order;
- Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the task order; and
- Performance must not extend beyond the end of the period of performance in Section F of the base IDIQ.

**C. Task Order Labor:** The TO COTR has the authority to adjust the labor mix within existing task order labor categories as long as the total dollar value of labor ordered is not exceeded. The TO COTR must provide any adjustment approval in writing to the Contractor and the cognizant Contracting Officer before the Contractor may make any adjustment. The Contractor must request and receive a task order modification from the cognizant Contracting Officer in advance if adjustment includes the addition of a labor category(ies) not originally included in the task order, or if the original total dollar value of the task order's labor would be exceeded.

**D. Task Order Ceiling Prices:** The total task order ceiling price includes a monetary sub-ceiling for total labor ordered and a separate monetary sub-ceiling for all other direct costs. The applicable Task Order shall identify all labor and other direct cost sub-ceilings. The TO COTR does not have the authority to approve revisions that exceed these respective sub-ceilings, or move costs from one sub-ceiling category to the other, or increase the overall total estimated cost of the TO.

## **F.10 CONTENTS OF TASK ORDERS**

Government awarded Task Orders (TO) will include the following (as applicable):

1. Contract and Task Order Number;
2. Identify Responsible DOT Organization for the TO and TO Point of Contact, email address and phone number;
3. Identify Government officials (e. g., cognizant CO & TO COTR) contact information;
4. Total TO cost (and identify funding by increment or fully funded);
5. Obligated funding amount(s) and applicable Accounting Code(s)
6. TO resources table (including labor categories by CLIN, fully loaded [hourly] labor rates, number of labor hours, total labor cost by CLIN, and other direct costs (ODCs));
7. Period of Performance;
8. Place of Performance;
9. Statement of Work (SOW) with deliverables and results to which the contractor shall be held;
10. Applicable performance detail
11. Special Requirements/Relevant Information (e.g., waivers);
12. Government-Furnished Property, if any, to be furnished to the contractor;
13. TO work schedule as applicable;

- 14. Key/essential TO personnel; and
- 15. Payment Office information.

## **F.11 AWARDS AND CONTRACT LINE ITEMS (CLINS)**

### **A. Nature of Award**

The United States Department of Transportation, Office of the Secretary of Transportation intends to award one or more IDIQ contracts to provide the contractor support services described in this Solicitation. The Government reserves the unilateral right and the sole discretion to make one or more awards, possibly of *varying scope*, depending upon the Government’s evaluation of the proposals received under this Solicitation, and upon the Government’s assessment of the *capabilities* of the offerors. For example, there is a possibility that any particular offeror might receive an IDIQ contract that includes only *some*, but not *all*, of the Tasks listed in this Solicitation’s Statement of Work. The scope of each particular IDIQ contract award will be determined and documented by the CO at the time of award. Regardless of the number of IDIQ contract awards, each IDIQ contract awarded from this Solicitation will have one Base Year and four 1-year Option Periods—with the options to be exercised at the sole discretion of the Government. Each resulting contract will be implemented as an Indefinite Delivery-Indefinite Quantity (IDIQ) type of Contract, with the issuance of individual task orders against the contract.

## **F.12 SURVEILLANCE OF SERVICES AND TIME RECORDS**

(a) The official(s) designated below on a task order basis, shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall have the right to (1) review for accuracy the Contractor’s time and attendance records of all workers assigned under the contract; (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

Name: TBD on a task order basis  
Address: TBD on a task order basis  
Telephone No.: TBD on a task order basis

When performance is at the Government site, the Contractor’s representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for Contractor’s representative.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION DATA**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The individuals listed in Sections G.2 and G.3 will be the Government points of contact during the performance of the contract.

### **G.2 CONTRACTING OFFICER**

All contract administration will be effected by the Contracting Officer (CO) identified below. The CO has the overall responsibility for the BTS analytical and technical support (ATS) services. 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, and requirements. No changes in or deviations from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes. Written communications to the CO shall make reference to the contract or task order number and shall be mailed to the address listed below. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR).

The Contracting Officer (CO) for this contract is:

James H. Mowery III  
Acquisition Services Division (M-63)  
Office of the Secretary  
U. S. Department of Transportation  
Room W83-497  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-4959

### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer's Technical Representative (COTR) will have general oversight of contractors' performance related to the contract, and will be responsible for the application of technical approaches and tools, and program components that cut across all task orders.

A. Each task order under this contract will have a Government task order COTR, referred to as the TO COTR, designated in the individual task order. The TO COTR will have specific oversight of contractors' performance related to individual task order(s) assigned, providing technical direction and relationship with the contractor's task order manager.

Note: Technical Directions are defined to include:

1. Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
3. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

B. The COTR and the TO COTR are authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor's task order manager. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

C. Limitations: The COTR and/or the TO COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR and/or the TO COTR may not take any action which may impact on the base contract schedule, funds, scope or rates. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

D. Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Department of Transportation Acquisition Regulation). The Contractor and the TO COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions.

The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity,

technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

E. Failure by the Contractor to report to the Contracting Officer, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

The primary Contracting Officer's Technical Representative (COTR) for the base contract is:

[To Be Listed in Each Resulting Contract Document]

The alternate Contracting Officer's Technical Representative (COTR) for the base contract is:

[To Be Listed in Each Resulting Contract Document]

#### **G.4 ROLES AND RESPONSIBILITIES**

The Government's oversight and management of the BTS, ATS services contract will include a Government Contracting Officer, a base contract Contracting Officer's Technical Representative (COTR), and a Task Order COTR (TO COTR) for each task order.

##### **A. Government Contracting Officer:**

The Government's CO has overall responsibility and ultimate authority consistent with applicable warrant(s) for the BTS, ATS Program base contract(s) and all underlying task orders. The CO will review and approve all base contract and underlying task order requests and their modifications.

##### **B. Contracting Officer's Technical Representative (COTR)**

The COTR will have general oversight of contractors' performance related to the base contract, individual task orders, the application of centralized technical approaches and tools, and centralized program components that cut across all task orders. The base contract COTR will:

- (1) Review task order (TO) Statements of Work (SOWs) as prepared by DOT sponsoring entities for conformity with the basic SOW of the core contract;
- (2) Review TO budgets; and coordinate resources among all TOs, by making recommendations to TO COTRs, for efficiencies and economies-of-scale of the overall centralized IDIQ;
- (3) Monitor contractors' overall performance related to individual task orders in consultation with TO COTRs, and as necessary, take appropriate steps to address overarching performance issues;

- (4) Oversee Contractor's performance related to implementing centralized program components that cut across all task orders;
- (5) Review Contractor financial information specific to individual task orders;
- (6) Review reports required by the base contract through the COTR, and individual task orders through the TO COTR;
- (7) Monitor contractors' compliance with applicable policies and procedures; and
- (8) Monitor contractors' compliance with reporting requirements.

C. Task Order Contracting Officer's Technical Representative (TO COTR):

Each task order issued under the base BTS, ATS services contract will have a designed TO COTR (and preferably an alternate) identified in the applicable TO. The TO COTR will be responsible for technical and administrative oversight functions of their respective TO.

The TO COTR will provide the contractor with technical direction as specified in individual task orders, and maintain and execute Government administrative functions related to their respective task order.

The BTS, ATS services TO COTR will:

- (1) Develop, modify and review task order statements of work (TO SOWs) as prepared by them and/or their sponsoring organization for requirements specific to their individual TO, as well as conformity with the basic contract;
- (2) Provide applicable TO funding and coordination of financial resources among respective TO stakeholders;
- (3) Monitor and document as applicable contractors' TO performance, and as necessary, take appropriate steps to provide and address technical aspects and issues of the TO;
- (4) Refer Contractor performance, base contract, and other applicable issues to the CO for guidance or for review and/or resolution;
- (5) Review and monitor Contractor financial information specific to individual TO;
- (6) Review deliverables required by the individual TO;
- (7) Monitor contractors' compliance with applicable policies and procedures; and
- (8) Cooperate with the cognizant CO in respective TO analysis, reviews or contracting actions.

D. Contractor Responsibility

The Contractor shall integrate its work with DOT centralized best practice policies and procedures, and tools for design, implementation, evaluation, and success/impact reporting so as to avoid duplications of effort, unnecessary redundancies, and/or deviations that are not cost effective for the DOT in aggregate.

The Contractor shall furnish the Government's cognizant CO with the name of the designate Program Manager (PM) assigned to manage and represent the overall contract and its collective task orders. The Contractor's PM is key person (see H.11 "Key Personnel") for the base contract and shall be available for applicable activities at the beginning of the contract.

The Contractor shall designate by name a contract administrator for the contract and its task orders, who shall be the authorized as the contract administration point of contact for the Government's CO for the base contract and relevant task order issues. The Contractor's designated contracting official is a key person (see H.11 "Key Personnel")

for the base contract and shall be available for applicable activities at the beginning of the contract.

The Contractor shall designate a Task Order Manager (TOM) for each individual TO, who will interact directly with the designated TO COTR on the task order's technical issues. The TOM may oversee more than one task order. The contractor's TOM must have adequate background, knowledge and skills to effectively manage the work associated with the relevant TO and its requirements. The Contractor shall maximize the use of their technical and other resources so as to provide the Government the best possible value. The task order TOM shall be an on-site working manager, and TOM administrative functions on behalf of the Contractor shall be at no additional cost to the Government.

The Contractor shall establish and maintain documented internal quality controls ensuring that activities under all task orders are compliant contract requirements.

The Contractor shall maximize cost-containment in TO performance, adhering to the cost ceilings and seeking cost sharing/cost reduction opportunities.

## **G.5 CONTRACT CHANGES**

The Government reserves the right to modify resource requirements as work, funding and changing conditions require. Proposed changes in support and applicable task order funding may occur at the discretion of the Government. Failure of the parties to reach a mutual agreement may be resolved pursuant to the Disputes clause of this contract or by unilateral withdrawal of the specified work by the Government from the task order and applicable funding reductions.

## **G.6 SUBMISSION OF VOUCHERS/INVOICES**

The Contractor shall submit proper invoices on a monthly basis for payment including one (1) original and two (2) copies of each invoice submitted for each task order. All invoices shall be submitted to the payment office indicated on the Cover Page of each Task Order. Generally, this will be the DOT Headquarters Office, located in Washington, DC, from which the funds for the Task Order are provided. Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number and applicable line item numbers (CLIN).

All contract expenditures reported to the Accounts Payable Branch for reimbursement shall be submitted on Standard Form 1034, "Public Voucher for Purchases and Services other than Personal" or other suitable voucher considered to be acceptable by the OST Contracting Officer.

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number;

- (3) Description, Labor categories, hourly rate, price and quantity of services actually delivered or rendered;
- (4) Shipping and payment terms, if applicable;
- (5) Period of performance covered by the invoice;
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (7) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (8) Name of the CO, phone number and email address
- (9) Name of the CO or Contract Specialist (CS), phone number and email address
- (10) Contractor's TIN
- (11) Contractor's DUNS
- (12) Other substantiating documentation or information as required by the Contracting Officer. Vouchers/invoices must include, as a minimum, the following information in support of all costs claimed:

(a) The period of performance for the costs claimed.

(b) The **current and cumulative amounts** of the following items of cost:

- i. Direct Labor - with breakdown by labor category, substantiated by the applicable rates, number of hours, and dollar extensions;
- ii. Direct Labor Overhead - show the rate, the base amount to which it is applied, and dollar extensions;
- iii. Direct Material - itemize if over \$100; equipment costs shall be segregated from material costs;
- iv. Direct Material Overhead (if applicable) - show the rate, the base amount to which it is applied and dollar extensions;
- v. Travel Costs - itemize, including names of travelers, origin and destination of trips, and dates of travel;
- vi. Consultant Costs - show the name, applicable rate, and number of hours, with dollar extensions.
- vii. Subcontracts - show the costs identified by firm;
- viii. Other Direct Costs - itemize if over \$100.00
- ix. G&A - show the rate, the base amount to which it is applied, and dollar extensions;
- x. Fee (if applicable).
- xi. Total Amount Claimed (current and cumulative).

(c) The Contractor shall submit an original voucher to:  
 DOT/OST  
 Mike Monroney Aero Center  
 Accounts Payable Branch, AMZ-150  
 PO BOX 268911  
 Oklahoma City, OK 73125

(13) A statement on each original invoice signed by an authorized company representative certifying that the costs proposed in the invoice are true and accurate.

(14) If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within seven (7) days after receipt of the invoice at the designated billing office.

(15) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

## **G.7 ACCOUNTING AND APPROPRIATION DATA**

Funds for satisfying the minimum contract guarantee set forth in Section B of this contract are obligated hereunder and chargeable as follows:

PR No:

Budget Fiscal:

Operating Administration:

Strategic Objective:

Object Class:

Amount Obligated:

## **G.8 METHOD OF PAYMENT BY ELECTRONIC FUNDS TRANSFER**

Payments made under this Contract shall be made via Electronic Funds Transfer (EFT). To facilitate this method of payment, the Contractor shall register in the Central Contractor Registration (CCR) database pursuant to FAR Clause 52.204-7 (OCT 2003), Central Contractor Registration. The Contractor shall remain so registered in the CCR database until final payment is submitted and made.

Additionally, the Contractor shall comply with the requirements of solicitation provision 52.232-38, Submission of Electronic Funds Transfer Information with Offer (MAY 1999), found in full text in Section L, and resultant Contract clause 52.232-33, Payment By Electronic Transfer – Central Contractor Registration, which has been incorporated by? reference in Section I, Clauses.

## **G.9 PAYMENT**

### **A. Payment of Fixed Hourly Rates**

The Contractor shall submit monthly vouchers to the payment office specified in Section G.6(12)(c) of this contract for actual number of hours provided/performed during the period by each individual to which the fixed hourly rates established in the task order apply. These vouchers shall be no more than 30 days in arrearage.

### **B. Payment of Other Direct Costs (ODCs)**

The Contractor shall include in its monthly billing allowable other direct costs authorized in the task order and incurred during performance period. All ODC claims

require that documentation be provided by the Contractor for such costs, including receipts for cash, checks, or other forms of actual payment validation.

### C. Limitation of Cost

Subject to the Limitation of Cost Clause, the Contractor may be reimbursed for direct and indirect costs incurred in the performance of this contract as are allowable under the appropriate provisions of FAR Part 31. The not-to-exceed amount will be negotiated and established by individual Task Order.

## **G.10 BASE CONTRACT AND TASK ORDER BILLABLE COSTS**

The Government does not pay “overtime”. However, the Government may or may not pay premium rates. Each individual task order will specify the number of hours that will be needed from each labor category to complete each task. The task order should also specify whether the work will be done during regular hours or during weekends or holidays. If the latter occurs, then premium pay would apply. If there is an unexpected need to work during other than business hours, then the task order would be amended.

### **G.10.1 BILLABLE COSTS TRACKING AND REPORTING**

The Contractor shall maintain complete time and attendance tracking for all labor and other charges against each of this contract’s task orders, to document charges and allow for effective overall contract oversight. The Contractor shall track and report monthly, all costs associated with each individual task order issued under this contract. Monthly (written) task order billing statements shall be provided to the Government by the Contractor no later than the 15<sup>th</sup> day of the month immediately following the monthly period being billed. This monthly task order billing shall be submitted to

1. the applicable TO COTR identified in the respective task order;
2. the base contract’s COTR; and,
3. the cognizant Government CO.

The Contractor shall report the detail of all labor and other costs billed for the applicable task order for the reporting period, as well as cumulative to-date task order costs, as part of its monthly task order billing statement submitted

The Contractor shall not use in any manner billable time to provide or supplement contract or task order administrative functions typically covered through contract overhead. On-site project management or other billable labor under contract task orders shall only be for work performed directly on behalf of the Government, and not to support typical task order overhead functions.

On a monthly basis, the Contractor shall also summarize and report to the Government CO and COTR for the base contract, in a single document and format prescribed by the CO, cumulative labor and other costs against each of the base contract’s individual task orders, as well as a cumulative overall contract costs (all task orders) to date. The Contractor shall also monitor and report in the monthly summary, the cumulative cost to date against allowable ceiling by percent for both the overall contract and each of its underlying task order. This monthly summary report shall also clearly highlight, as an alert to the Government CO and

COTR, when the contract or any of its underlying task orders reach the 75% and 90% expenditure of funds levels.

### **G.11 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS**

A. All costs incurred by the Contractor under this contract shall be segregated by applicable TO. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" **for each TO issued** and shall record all incurred costs in the appropriate job order account assigned each TO.

B. There shall be no commingling of costs between TO's.

### **G.12 VOLUME COST SAVINGS**

This Contract anticipates economies of scale and their resultant cost savings to the Government based on increased gross contract revenue for the Contractor through the issuance of contract task orders. To that end, the Contractor shall propose within each task order under this contract a pricing model that reflects actual dollar savings to the Government based on work specified in the individual task order.

### **G.13 FUNDS AVAILABILITY—Limitation of Funds**

This contract will be funded by individual Task Orders and not the contract itself. The Task Orders will be incrementally funded in accordance with the Limitation of Funds Clause (FAR 52.232-22).

### **G.14 TRAVEL AND PER DIEM**

There is minimal travel contemplated with this contract and its task orders, however:

A. All travel requires specific written approval by the cognizant Government Contracting Officer and must be obtained in advance of any travel.

B. Outside the Washington, DC Metropolitan Area:

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 actual, not to exceed the per diem rates set forth in Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, GSA Bulletin FPMR A-40 Supplement (in effect at time of travel). Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business. The Per Diem allowance shall not be allowed when the period of official travel is 10 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 TO, it is at their own expense.

The Federal Travel Regulations are available, on a subscription basis, from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. When ordering, the stock numbers are 922-002-00000-2.

C. Inside the Washington, DC Metropolitan Area:

(1) Travel will be reimbursed based on the policies stated in paragraph A and B above.

(2) Normal commuting expenses are not allowed.

D. Non-reimbursed Travel: Travel expenses of any kind incurred for personal convenience between home and Contractor's business location (or, in the case of subcontractor personnel, home and the subcontractor) will not be reimbursed hereunder. Costs for travel to and from OST Headquarters involving the Contractor or Subcontractor personnel assigned to OST will not be reimbursable under the resultant Contract. Any questions concerning OST travel policy shall be directed to the Contracting Officer before costs are incurred.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PERSONNEL SECURITY**

A. General

The Government anticipates that the work to be performed under this contract will involve access to sensitive but unclassified materials and non-sensitive materials. Sensitive materials may include, but are not limited to: computer systems and information, Privacy Act protected information, and Department of Transportation (DOT) proprietary information. Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law. If a change in classification occurs and the contractor personnel will require access to classified information originated by or in the custody of the Department of Transportation, then such access shall be processed through the National Industrial Security Program.

In general, services performed by Contractor personnel may fall within three (3) "risk" categories as described below:

High Risk: Are those sensitive positions that have the potential for exceptionally serious impact involving duties especially critical to the DOT or a program mission with broad scope of policy or program authority, such as:

- (1) Responsibility for the development and administration of DOT information technology (IT) security programs, including the direction and control of risk analyses and/or threat assessments.
- (2) Significant involvement in life-critical or mission-critical systems.
- (3) Responsibility for the preparation or approval of data for input into an IT system that does not necessarily involve personal access to the system, but with relatively high risk for effecting grave damage or realizing significant personal gain.
- (4) Relatively high-risk assignments associated with or directly involving accounting, disbursement, or authorization for disbursement of an IT system.
- (5) Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software.
- (6) Other positions that involve relatively high risk for effecting grave damage or realizing significant personal gain.

Moderate Risk: Are those sensitive positions that have the potential for moderate to serious impact involving duties very important to the DOT or program mission with significant program responsibilities and delivery of customer services to the public, such as:

- (1) Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority at the high-risk level to ensure the integrity of the system.
- (2) Other positions that involve a degree of access to a system that creates a significant potential for damage or personal gain less than that in high-risk positions.

Low Risk: Are those positions that do not fall into any of the above categories and include those positions with potential for impact involving duties of limited relation to the Dot's mission.

#### B. Types and Number of Background Investigations

Work performed under this contract will fall within one or more of the risk categories defined in paragraph (a) above. As a result, the Contractor's personnel must undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position. Prior to award of the contract, the Contracting Officer's Technical Representative (COTR), in consultation with the cognizant Security Programs Manager (SPM), will determine the exact number and types of background investigations required for all Contractor positions.

The Contractor will not be permitted to commence performance under the contract or individual task orders until a sufficient number of its personnel, as determined by the COTR and SPM, have received requisite background investigations or approved pre-appointment background investigation waivers.

During the life of the contractor individual task orders, the Contractor shall ensure that no Contractor or Subcontractor employee commences performance hereunder prior to receipt of a written authorization from the Contracting Officer or COTR.

#### C. Pre-Appointment Background Investigations and Waivers

Background investigations must be conducted and favorably adjudicated for each Department of Transportation contract employee prior to commencing work on a Department contract.

However, where programmatic needs do not permit the Government to wait for completion of the entire background investigation, a pre-appointment background investigation waiver can be granted by the SPM, in consultation with the cognizant COTR. The extent of the background investigation and/or the information needed to waive the background investigation will vary depending upon the Risk Category associated with each position. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contract employee's favor.

When a waiver has been disapproved, the COTR, in consultation with the SPM, will determine (1) whether the contract employee will no longer be considered for work on a DOT contract or

(2) whether to wait for the completion and favorable adjudication of the background investigation before the contract employee commences work on a Department contract. The minimum pre-appointment investigative requirements are as follows:

**High Risk Positions:**

The background investigation shall be a BI (Background Investigation) or SSBI (Single Scope Background Investigation). BI consists of a National Agency Check (NAC), credit search, personal interviews of subject and sources, written inquiries, and record searches covering specific areas of a person's background during the most recent 5 years, and additional record searches during the most recent 7 years. SSBI consists of a NAC, birth records search, credit search, personal interviews of subject and sources, written inquiries, and record searches covering specific areas of a person's background during the most recent 10 years.

**Moderate Risk Positions**

The background investigation shall be a NACI (National Agency Check and Inquiries).

The NACI consists of a NAC, written inquiries, and record searches covering specific areas of a subject's background during the past five (5) years.

**Low Risk Positions**

The background investigation shall be a NACI (National Agency Check and Inquiries).

**D. Required Security Forms**

The following forms must be completed and submitted by the Contractor for each Contractor background investigation:

FD-258 (Applicant Fingerprint Card)

SF-85 P (Questionnaire for Public Trust Positions)

**E. National Security Positions**

It is anticipated that approximately 30 percent of contractor employees shall require security clearances. Of the 30 percent - 16 percent Top Secret and 84 percent Secret. Clearances, primarily Top Secret, may require Special Background Investigations (SBI) and Special Compartmental Investigations (SCI). The contractor shall cooperate with, and furnish information and completed forms to the task order client representative, when required, for the purpose of any special security checks or processing required by the agency, particularly for sensitive positions that require a National Agency Check (NAC), National Agency Check Investigation (NACI), credit check, police/FBI records check, or background investigation. Clearances and checks may be required at the start of task order work.

All clearances, checks, research, and associated activities shall be at contractor expense, and shall not result in any direct cost to the Government.

#### F. Procedures for Pre-Screening Applicants and Investigation

The Contractor shall be responsible for performing the following pre-screening and investigation duties for all persons proposed for work under this contract:

Furnish to each proposed Contractor employee the forms described in paragraph D above and ensure that adequate instructions for completing the forms are provided to each applicant.

Collect completed forms from each applicant and review all forms for completeness and correctness. Return any incomplete or incorrect form(s) to applicant(s) to be corrected and re-submitted.

The investigating agency will furnish the COTR or SPM, as appropriate, the results of each proposed Contractor employee's investigation through issuance of a Certificate of Investigation (COI). Upon receipt of the COI and any other pertinent documents from the investigating agency, the COTR or SPM, as appropriate, will determine whether or not each proposed Contractor employee should be granted employment security approval. This decision process is called "adjudication" and will be performed in accordance with current DOT adjudicative guidelines. The COTR or SPM, as appropriate, will notify, if required, the investigating agency of the adjudicative determination of each investigation.

The COTR will notify the Contractor of the results of background investigations as they are completed and adjudicated. The COTR will notify the Contractor of any applicants who are found ineligible for employment security approval so that the Contractor can immediately recruit and initiate paperwork to clear replacement applicants. The contractor shall immediately remove any employee from any work requiring access to DOT buildings or facilities if directed in writing by the Contracting Officer. Failure to comply with the suitability processing requirements may result in termination of the contract for default.

The COTR will notify the Contracting Officer when a sufficient number of Contractor employees have received employment security approvals or pre-appointment waivers approvals. Upon receipt of this information and any other information which may be required elsewhere in the contract, the Contracting Officer will issue individual task orders to the Contractor which permits the commencement of work under the contract.

The COTR will maintain an up-to-date file of COI's and other background investigation-related documentation for all Contractor employees throughout the life of the contract.

#### G. Re-Investigation of Contractor Employees

Note: **The level of risk is the contractor's responsibility to assess.**

Security investigations are very costly to the Government. The Contractor shall make every effort to preclude incurrence of costs by the Government for security investigations for replacement of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least 365 calendar days. The Contractor shall take all necessary steps to assure that Contractor or Subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein.

The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character. The contractor shall pre-screen their employees. Should a security investigation be conducted by the Government, and render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every effort to select reliable employees of reputable background and nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every effort to select trained and experienced employees.

Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph (g)(1) above, the Contractor may be held monetarily responsible, as a minimum, for all reasonable and necessary costs incurred by the Government to (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOT program disruption and (b) conduct security investigations in excess of those which would otherwise be required.

Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (g)(2) above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by law.

#### H. Government Responsibilities

- (1) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.
- (2) The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

(3) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

- i. Conviction of a felony, a significant history of violent behavior or moral turpitude.
- ii. Falsification of information entered on suitability screening forms or of other documents submitted to the Department.
- iii. Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.
- iv. Any behavior judged to pose a threat to personnel, property or programs of the Department.

I. Rights of Egress and Ingress. During the life of this contract, the rights of ingress to and egress from DOT facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from DOT facility.

#### J. Building Access Passes

- (1) When any Contractor or subcontractor personnel enter a DOT building for the first time, the Contractor shall allow one hour for security processing and the issuing of building access passes.
- (2) Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the Contracting Officer's Technical Representative (COTR) or his designee. The Contractor shall notify the COTR when employee passes are lost, and must immediately apply for issuance of a replacement pass. It is the Contractor's responsibility to return passes to the COTR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

## **H.2 SECURITY INVESTIGATIONS OF CONTRACTOR EMPLOYEES**

The Contractor recognizes that certain contractor employees performing under this contract shall have access to sensitive Government information. Therefore, the Government and the Contractor agree that the Government may conduct security investigations for any contractor

employee performing under this contract, who, in the Contracting Officer's judgment, is engaged in a function requiring public trust. Contractor employees considered to be engaged in public trust functions include employees who may have regular access to sensitive information, and corporate officials actively engaged in making employment decisions relating to those employees engaged in public trust functions. The Contractor may request a determination by the Contracting Officer as to whether a particular employee is engaged in a function requiring public trust.

The Government and the Contractor agree that all contractor employees engaged in public trust functions shall complete an FD-229, A FBI Finger Print Chart and an SF 85P, A Questionnaire for Public Trust Positions. These security forms and self-addressed envelopes can be obtained through the Contracting Officer. Due to the sensitive nature of the information provided on these forms, the Contractor shall require its affected employees to submit the forms in a sealed envelope to the Department of Transportation Office of Security. In compliance with the Privacy Act of 1974, neither the employee's supervisor nor other contractor personnel shall have a role in completing these forms, nor shall they have access to them. Upon the DOT Security Officer's receipt of the security forms, the contractor may allow its employees engaged in public trust functions to begin work under the contract. However, the Government reserves the right to limit such employees' access to sensitive information, pending completion of security determinations.

The Contractor agrees to allow the DOT Office of Security access to contractor employees and records in order to determine the suitability of contractor employees for contract work in public trust. Where the DOT Security Officer has information indicating that an unfavorable security determination might result, it shall consult with the Contracting Officer on a need-to-know basis. Before the DOT Security Officer renders an unfavorable decision, the affected employee shall be provided an opportunity to respond to the information collected. The Contracting Officer is not required to give said employee an additional opportunity to respond to the decision rendered by the DOT Security Officer.

The Contractor agrees to remove any employee from work under this contract if the Contracting Officer (based upon the recommendation of the DOT Security Officer) determines that the employee's involvement under this contract is inconsistent with the best security interests of the DOT. Such decisions are not subject to equitable adjustment under the contract.

Contractor personnel requiring privileged access, or limited privileged access, to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management.

The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in accordance with OMB A-130, FISMA, and NIST requirements, with a specific emphasis on rules of behavior.

The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection to include: vulnerability testing; investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOT data or to the function of

information technology systems operated on behalf of the DOT; and to preserve evidence of computer crime.

### **H.3 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

During the period of this Contract, the rights of ingress and egress to and from any office for Contractor representatives shall be made available as required on a task order basis. All Contractor employees whose duties under this Contract require their presence at any DOT facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the DOT Security Office for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations, applicable to that site.

### **H.4 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (MAY 2005)**

A. Definitions. As used in this clause- “Sensitive Information” is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

B. Work under this contract may involve access to sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual’s suitability to have authorization.

C. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

D. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer’s request, the Contractor’s employees shall be fingerprinted, or subject to other investigations as required.

E. The Contractor shall ensure that contractor employees are:

(1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

(2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

F. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

G. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

## **H.5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

(1) Hosting of DOT e-Government sites or other IT operations;

(2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) National Institute of Standards and Technology (NIST) Guidelines;

(3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and

(4) DOT Order 1630.2B, Personnel Security Management.

(c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

### **Government Warning**

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(g) The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data

## **H.6 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION**

All offers submitted in response to this solicitation must address the approach for completing the security plan and accreditation requirements in TAR Clause 1252.239-70.

## **H.7 PROTECTION OF INFORMATION AND INFORMATION SYSTEMS**

It is anticipated that, in performance of this contract, the Contractor may have access to, and be furnished with, Government owned source codes, data or other information. In some cases, the information may be sensitive to disclosure to the public. In all circumstances, the Contractor shall ensure compliance with all Federal, DOT, and IT security regulations and requirements.

The information made available to the Contractor through this contract shall not be disclosed or used for any other purpose without the prior written permission of the DOT Contracting Officer. These restrictions shall not apply to material currently published by the DOT and available in the public domain, or material obtained by the Contractor about the DOT systems independent of Government sources.

The contractor shall be responsible for the IT security for all systems operated by them or connected by them to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

Within 30 days of Contract award, the contractor shall develop and provide to the Government for approval, a Security Plan which describes the processes and procedures the contractor will follow in performance of this Contract to ensure the appropriate security resources developed, processed, or used under this Contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: Federal Information Security Management Act of 2002 (Title III of E-Gov), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Appendix III "Security of Federal Automated Information Resources"; National Institute of Standards and Technology (NIST) Guidelines; Department Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

The contractor shall include the above requirements in any subcontract awarded for BTS ATS services program.

## **H.8 SECTION 508 COMPLIANCE**

A. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) requires Federal agencies acquiring Electronic and Information Technology (EIT) to ensure that Federal employees and members of the public with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities.

For more information visit:

<http://www.accessboard.gov/sec508/guide/1194.22.htm>

B. All EIT procured under this contract must meet the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194), accessibility standards and associated provisions, listed below, at time of delivery to the Government. The full text of the accessibility standards is available at: <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

C. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

D. Contractors may propose products or services that use designs or technologies that do not meet the applicable accessibility standards but provide substantially equivalent or greater access to use of a product by individuals with disabilities; this is known as equivalent facilitation (see 36 CFR Section 1194.5). Such offers/quotes will be considered to have met the provisions of the accessibility standards for the feature or component providing equivalent facilitation.

E. Contractors offering less than fully Section 508 compliant EIT must clearly identify in their proposal/quote any EIT that is not fully compliant and identify the Section 508 accessibility standard(s), or specific provisions of the standard(s), set forth in the solicitation that will not be met in time to meet the Government's stated delivery/performance schedule. Unless otherwise stated in the proposal/quote, the contractor represents that the EIT supplies and/services offered fully comply with the accessibility standard(s) set forth in the solicitation.

## **H.9 NON-DISCLOSURE**

All Contractor personnel who will be personally and substantially involved in the performance under this Contract shall execute and submit a Non-Disclosure Agreement prior to the commencement of any work. The Agreement shall prohibit the disclosure of any information that contractor employees will have access to in the performance of work under this Contract. The applicable non-disclosure statement will be provided by the Government's CO with each applicable task order.

## **H.10 RESTRICTIONS ON DISCLOSURE OF INFORMATION**

A. Except as authorized in writing by the Contracting Officer, the Contractor shall not disclose, orally or in writing, any:

Proprietary Information (that is, technical information, such as trade secrets, which is proprietary to any person or firm); or

Privacy Information (that is, information protected under the provisions of the Privacy Act of 1974);

Privileged Information (that is, financial or commercial information concerning another person or firm which is privileged or personally confidential); or

Government Information (that is, information or data stored, processed, or handled in providing services under this Contract or which may come into the possession of the Contractor in providing services under this Contract or which may come into the possession of the Contractor in providing services under this Contract).

- B. The Contractor shall not use or access any information described in paragraph A above for any purpose other than to perform this Contract in accordance with its terms and conditions.
- C. The Contractor shall obtain from each of its employees a written agreement to protect all such information described in paragraph A above against accidental or intentional disclosure. All such agreements shall be subject to the approval of the Contracting Officer. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this section.
- D. The restrictions in this section do not apply to any information if and when such information becomes part of the public domain.
- E. The Contractor shall include, or require the inclusion of, the substance of this Section in all subcontracts, including lower-tier subcontracts, unless otherwise specified in writing by the Contracting Officer.

## **H.11 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

### **Transportation Acquisition Regulation Clause (TAR) 1252.215-70**

#### **A. Contract Key Personnel**

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 Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

The Contractor shall *not* remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify in writing the change, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Other key personnel under individual Task Orders shall be specified on a case by case basis in those applicable Task Orders.

The Key Personnel under this contract are as follows:

**NAME**

**CONTRACTOR POSITION**

Contracting Official (if different from Project Manager and Program Manager)  
Project Manager  
Program Manager

(In the Key Personnel table appearing immediately above, the *name* of each Key Personnel staff member, for each particular IDIQ contract awardee, will be filled in at the time that awardee's IDIQ contract document is drawn up by DOT.)

The Government has identified the Contractor's Project Manager and Program Manager and Contracting Official for the base (overall IDIQ) contract as Key Personnel for overall administration and responsibility for the contract and its task orders. Key Personnel identified in this part for the overall contract shall be available as proposed for at least a one year period unless they permanently leave the employment of the company.

Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance for the term required. Failure to provide the personnel designated below may be considered non-performance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor.

The Contractor shall immediately notify the Contracting Officer, the COTR and the TO COTR of any Key Personnel's departure and the reasons therefore. The contractor shall take immediate steps to rectify this situation and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. The Contractor shall not make Key Personnel replacements without the written consent of the Contracting Officer. To maintain overall contract cost control, the Contractor may propose the same individual as key personnel for more than one key personnel position identified in this section. In so doing, due consideration should be given for the workload involved. The BTS ATS Program CO will review, approve or deny in advance, based on the apparent best interest of the Government, any multiple key personnel roles proposed in writing by the Contractor. The following are considered applicable Key Personnel positions:

B. Task Order Key Personnel Positions:

1. Contracting Official (if different from Project Manager and Program Manager)
2. Project Manager
3. Program Manager

4. Contractor's Task Order Manager (TOM) - To be identified in individual task orders.
5. Other Contractor Task Order Key Personnel - To be identified in individual task orders

The Offeror's proposal submitted in response to this *Solicitation* shall include a resume for the BTS ATS services contract's Project Manager and Program Manager positions (see those positions listed above).

The contractor's proposal *hereafter* submitted for each *task order* shall include a resume for each "Task Order Manager" and a resume for the "Other Contractor Task Order Key Personnel".

See the Labor Category Descriptions in this Solicitation's Attachment J-9. The "Key Personnel Position" of "Contracting Official"—if *different* from the contractor's Project Manager and Program Manager—is considered contract overhead and is not billable. The "Contractor's Task Order Manager (TOM) - To be identified in individual task orders" and "Other Contractor Task Order Key Personnel - To be identified in individual task orders" are considered overhead and not billable unless they are recognized in the applicable task order as actually performing task order work ascribed to a specific Attachment J-9, Labor Category. In such case their actual work, not their task order management or administration, would be billable consistent with the provisions of the applicable task order.

#### C. Task Order Key Personnel

- (1) In response to a TO Request, the Contractor may propose multiple key personnel positions for that TO Request and furnish resumes for the individuals. Key personnel assigned to the TO must be assigned for the period stated in a TO barring circumstances outside the control of the Contractor (e.g., resignation, death, disability, etc) or as otherwise approved by the cognizant CO due to a change of duties, promotion, conflict between two (2) or more TO's, etc.
- (2) On-site (Government site) requirements for key personnel will be stated in individual TO when required. Determination of status for key staff proposed by the Contractor, unless specified otherwise in the TO, will be based on the critical importance and the level of involvement of that person to the project.
- (3) Specialized discipline requirements will be specified in individual TO, typically associated with the contract's labor categories.
- (4) In order to ensure a smooth and orderly start up of work, it is essential that the key personnel specified in the Contractor's TO proposal be available on the effective date of the contract or TO. If these personnel are not made available at that time, the Contractor shall notify the Government Contracting Officer and show cause. Failure of the Contractor to show cause may be taken as an admission that no valid cause or explanation exists, and the Contractor may be subject to default action on the TO.

(5) The Contractor shall not on its own volition remove or replace any personnel designated as "key" personnel, for either this contract or any issued TO's, without the written concurrence of the cognizant Contracting Officer. Prior to utilizing other than personnel specified in TO proposals, the Contractor shall notify the Government Contracting Officer and the COTR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract or TO performance.

(6) Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government Contracting Officer and the COTR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action. If deemed necessary by the Government, substitute personnel shall be given a one (1) day orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule.

(7) In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, or any TO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

(8) The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in the TO's issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees (including subcontractors) under this Contract. The Government shall not exercise any supervision or control over the Contractor in his performance of contractual services under this contract or its Task Orders. The Contractor is accountable to the Government for the action of its personnel.

(9) The Contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a Task Order basis.

#### D. Staffing Retention

To the fullest extent practicable, the Government is interested in retaining the experience, knowledge base and continuity represented by its existing employee base, both Government and contractor staff. To that end, the Contractor is encouraged to consider in-place and existing resource employee options when developing task order proposals.

## **H.12 NON-PERSONAL SERVICES**

A. As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. Contractor employees will not be directly supervised by the Government. All individual

employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold himself or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing, at any time, that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and shall 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 he or she has no authority to in any way change the contract and that if the other Contractor believes the communication to be a direction to change the contract, the other contractor should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall insure 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.13 ORGANIZATIONAL CONFLICTS OF INTEREST**

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR SUBPART 9.5, ORGANIZATIONAL AND CONSULTANTS CONFLICTS OF INTEREST, or that the Contractor has disclosed all such relevant information.

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

C. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

D. The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

E. In the event that a TO is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
- (3) Present for approval a conflict of interest mitigation plan that will:
  - a. Describe in detail the TO requirement that creates the potential conflict of interest; and
  - b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

#### **H.14 INSURANCE**

Pursuant to the clause “Insurance – Work on a Government Installation” (FAR 52.228-5), the Contractor will be required to present evidence to show insurance coverage. The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in the amount not less than those specified below:

<b>Type of Insurance</b>	<b>Per Person</b>	<b>Property</b>	<b>Per Accident</b>
<b>Comprehensive</b>	<b>\$200,000</b>	<b>\$20,000</b>	<b>\$200,000</b>
<b>General Liability</b>	<b>\$500,000</b>	<b>\$20,000</b>	<b>\$500,000</b>

The Contractor shall comply with Workers Compensation and Employer’s Liability requirements.

In addition to the above insurance coverage, the Contractor shall maintain Property Damage Insurance, which will fully replace all Government property damaged, lost, stolen or destroyed by the Contractor during the Performance of the contract.

#### **H.15 MINIMUM CONTRACT GUARANTEE AND MAXIMUM POTENTIAL**

A. The Government's minimum guarantee for each particular resulting contract, including any and all Task Orders issued under that resulting contract, is \$50,000.00 for the entire life of that resulting contract.

B. The Government has no obligation to issue TOs to the Contractor beyond the work specified in paragraph “A” of this clause.

C. The funding for each TO shall be contained in the individual TO and not at the time of contract award.

D. The maximum value (**not guaranteed**) of the Base Year of each particular resulting contract, including any and all Task Orders issued during the Base Year under that resulting contract, is \$5,000,000.00.

## **H.16 TRANSITION IN AND OUT REQUIREMENTS**

A. The offeror’s proposal shall contain a generic “sample/model” transition-in plan and a transition-out plan outline typical in format and content of that which would be used to address the specific requirements of task order(s) specifying transition plan(s). The offeror’s transition-in plan is of significant importance to the Government for smooth and consistent support of its ongoing users’ requirements. In preparing its sample/model transition plan, the Offeror should consider the Government’s interest in retaining, to the fullest extent possible, the existing human capital knowledge base.

B. When a transition-in plan, transition-out plan, or both are required in an BTS ATS program task order, the Contractor shall use the sample/model plan outlined in response to this sub-part (H.16) as the basis of the transition plan(s) required. For the sample/model and any subsequent task order required transition-in plan and/or transition-out plans, the plan(s) requires at a minimum clarity regarding planning for, transitioning work between contractors with minimal service disruption, applicable risks and their mitigation, as well as any contractual and/or cost implications.

C. At any time during the period of the base contract, the base contract’s Contracting Officer through written notice may require, and the Contractor shall develop and deliver to the Contracting Officer, a comprehensive transition-out plan for the entire BTS ATS program contract and all underlying task orders (regardless of their individual transition plan requirements) within 60 calendar days after receipt of notice by the Contractor. This one-time requirement, if executed, shall be at no additional cost to the Government.

## **H.17 LABOR CATEGORY REQUIREMENTS AND EXEMPTIONS**

A. All labor provided under this contract and its task orders shall use this contract’s labor contract line items (CLINs) specified in this Solicitation’s Section B.2 and Attachment J-10 “Labor Rates Spreadsheet”. All labor provided under this contract and its task orders shall meet the qualifications described in the applicable labor category description in Attachment J-9 “Labor Category Descriptions” unless otherwise approved as specified in section H.17.(B) below.

B. At the Government Contracting Officer's discretion and sole determination, contract employees engaged in performing the duties described in any specific task order may be exempted from the applicable labor category qualifications criteria, if: 1) a written request for an exception is set forth in the contractor's task order proposal, based on and documenting the fact that the employee is and has been satisfactorily performing the duties of the position for at least six consecutive months immediately prior to the determination; and, 2) the DOT task order COTR concurs by signature as approving the written determination request.

C. On a task order basis, the Government may request and/or the Contractor may propose additional labor categories not included in the BTS ATS Program base contract. Any additional labor category shall be within the scope of the contract, shall include adequate written description and qualifications and complete CLIN structure rates, and must be approved in advance by the Government Contracting Officer. Any additional labor category approved under this sub-part will be incorporated into the labor CLIN structure and available for subsequent use.

## **H.18 OTHER DIRECT COSTS**

A. Other direct costs necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the fixed daily rates must not be charged as other direct cost.

B. The CO determines which other direct costs are allowable, allocable, and fair and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2, FAR 31.3 and FAR 31.7). For those other direct costs that the CO authorizes, contractors are allowed to recover applicable indirect costs on these costs, if doing so is part of the contractor's usual accounting procedures and is consistent with the applicable cost principles, and if such indirect costs are included in the contractor's Negotiated Indirect Cost Rate Agreement.

C. No profit or fee will be applied to other direct costs, in accordance with FAR 16.601.

## **H.19 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)**

**Background:** Pub. L. No. 101-552 *The Administrative Dispute Resolution Act* encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR by checking the appropriate blank below:

[ ] The Offeror shall participate in ADR.

[ ] The Offeror shall **not** participate in ADR.

## **H.20 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS**

A. Work under this contract may provide the Contractor with access to advance information about future Government procurement, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, 1) the Contractor's objectivity in performing the work may be impaired by its other business activities, 2) the nature of the work to be performed may result in unfair competitive advantage to the Contractor in a future Government procurement, or 3) the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

B. Therefore, in order to prevent a potential bias, unfair, competitive advantage, or other potential conflict of interest the Contractor shall be subject to the following restrictions:

1. The Contractor shall be excluded from competition for, or award of, any Government contract, for which, in the course of performance of this contract, the Contractor has received advance procurement information, which has not been made generally available to other persons or firms. Absent security reasons, the Government will strive to notify the Contractor as early in the procurement process as feasible of potential conflicts of interest situations.

2. The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

3. The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.

4. The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

C. The Contractor shall be notified in the TO for the initial effort whether a future exclusion is possible.

D. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for works which is the same or similar to work performed under this contract.

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

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

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

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

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

## **H.21 GOVERNMENT FURNISHED PROPERTY**

Government-Furnished Property (GFP) consists of Government-Furnished Facilities (GFF), Government-Furnished Equipment (GFE), Government-Furnished supplies and materials, and Government-Furnished utilities placed in the Contractor's custody. The Contractor shall not use GFP or services for any purpose other than execution of work under this contract.

All Government furnished property will be identified in the applicable TO. If any given TO issued under this contract requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment and furniture for Contractor personnel as identified in the Task Order.

## **H.22 GOVERNMENT FURNISHED PROPERTY ACCOUNTABILITY**

The Contractor shall become directly responsible and accountable for all Government-Furnished Property when transferred to the Contractor.

The Contractor shall be liable for the shortages, loss, damage, destruction or excessive consumption of Government property as specified in FAR Part 45.504. The Contractor shall report discovery of lost, damaged or destroyed Government-furnished property via electronic message to the CO within 1 workday following the discovery.

## **H.23 NOTICE OF AVAILABILITY OF FUNDS/CONTINUING RESOLUTION**

Task orders (or line items applicable thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference in Section I. The "Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the Contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the task order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the requiring department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

#### **H.24 OMBUDSMAN**

- A. In accordance with FAR 16.505(b) (4), the designated Ombudsman is the Departmental Deputy CIO.
- B. If issues cannot be resolved, they are to be forwarded to the DOT Task and Delivery Order Ombudsman for review. Within DOT, this person is the Chief of Acquisition Management (M-60).

#### **H.25 CONTRACT ADMINISTRATION SUPPORT**

The Government may utilize a third party Contractor to provide contract administration support for this contract and resultant task orders. Examples of such support the Contractor will provide include preparation of modifications and supporting documentation for Government approval, analysis of task order modification proposals and recommendation of the Government negotiation position, and review/tracking of Contractor invoices for Government payment approval. Contractor personnel shall be prohibited from performing inherent Governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, etc.). Contractor employees will be required to sign a Certificate of Non-Disclosure certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of the support contract. By execution of this contract, the Contractor hereby provides its assent to the Government's use of a third party Contractor to provide contract administration support.

#### **H.26 POST AWARD TASK ORDER SUBCONTRACTING**

- A. Post award subcontracting on Task Orders is permitted to the extent that it is clearly stated and approved in the applicable Task Order in advance by the Government, and that labor

categories and their fully loaded rates are the same as those otherwise proposed or negotiated through the based Contract's Contracting Officer. Any and all subcontracting pass through associated with or allowed under this contract shall be clearly identified in the individual Task Order and approved by the Contracting Officer.

B. By accepting award of this contract, the Contractor agrees in advance to the subcontracting process outlined herein. The Government, through its Contracting Officer reserves the right to approve or deny any work under this contract found inconsistent with this or any other contract section.

## **H.27 PERFORMANCE MONITORING AND REPORTING**

A. Although at the time when this Solicitation was issued DOT was not planning to specify any quantitative performance metrics in any IDIQ contract awarded from this Solicitation, DOT does nevertheless reserve the right to implement such metrics in the negotiation and awarding of any individual *task order(s)* hereafter issued under any such IDIQ contract(s). Any such metrics would be *discussed* with the contractor(s) at such future times, *before* being implemented in task order(s). Required reports and deliverables under this contract and its task orders shall be provided as two complete hard copies and one complete media copy to the Government's CO and COTR or TO COTR as applicable. For the purposes of this contract and its task orders, a deliverable is considered delivered and the schedule met when the complete and final deliverable (unless draft or other is specified by the Government in writing) comes physically into the possession of the Government through the cognizant COTR/TO COTR and CO as applicable to the contract or applicable task order.

B. Base Contract: The BTS ATS Program Support Services contract has base contract reports and deliverables concerning the overall performance of the contract and its underlying task orders.

C. Task Orders: Reports and deliverables will be specified in individual task orders, as needed.

## **H.28 PERFORMANCE INCENTIVES, CONSIDERATION AND ADJUSTMENTS**

Although at the time when this Solicitation was issued DOT was not planning to specify, in any IDIQ contract awarded from this Solicitation, any monetary performance incentives or any monetary penalties to be exacted against a contractor for poor performance, DOT does nevertheless reserve the right to implement such monetary incentives and such monetary penalties in the negotiation and awarding of any individual *task order(s)* hereafter issued under any such IDIQ contract(s). Any such monetary incentives and monetary penalties would be *discussed* with the contractor(s) at such future times, *before* being implemented in task order(s).

## **H.29 QUALITY CONTROL**

The Contractor shall be responsible for the quality of products and services provided under the terms of this contract, to include those provided by subcontractors. To ensure that the requirements of this contract are met, the Contractor shall implement an effective and proactive Quality Control (QC) Program for measuring and attaining quality of performance under this contract. The Contractor's QC Program shall ensure contract requirements are being accomplished in accordance with the specifications of this contract and industry standards. A sustaining focus throughout the QC Program shall be the attainment of continuous quality improvement.

## **H.30 QUALITY CONTROL PLAN**

The Contractor shall maintain a QC Plan describing the Quality Control Program and the QC inspection system that encompasses all functions of the contract. Each offeror shall submit an initial Quality Control Plan as a part of its Management Plan along with the offeror's technical proposal submitted in response to this Solicitation. The Contractor shall submit the final Quality Control Plan to the CO for approval, no later than 20 calendar days prior to contract start date. The contractor shall submit any changes in their Quality Control Plan and Program to the CO for approval, no later than 20 workdays prior to implementation of changes. The QC Plan shall include the following:

**H.30.1** The names and qualifications of individuals tasked to perform inspections and the extent of their authority. The Contractor's corporate representative, other than supervisors assigned under the Key Personnel clause, shall visit all facilities periodically, at times agreed upon by the Government and the Contractor for general supervisory purposes. Site inspections shall be made at least once a month.

Note: The initial Quality Control Plan is *not* included in the *page-count* pertaining to proposals submitted in response to this Solicitation, and that Plan is to be placed at the end of the offeror's Technical Proposal Volume I – Chapter 3, and is to be separately identified.

**H.30.1.2** Specific tasks or areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, delegation of monitoring processes to subordinate supervisory-level personnel (i.e., team leaders), to include monitoring the distribution of fare media, and the percentage of the work that will be inspected on a recurring basis.

**H.30.1.3** A method of identifying deficiencies in the quality of services performed, before the level of performance becomes unacceptable as defined in the Performance Requirements Document. This shall contain processes for corrective action without dependence on Government direction.

**H.30.1.4** Process control and process performance management procedures that include how the Contractor will effect preventive corrective actions, as opposed to reliance in Government or customer identification of deficiencies prior to resolving the problem.

**H.30.1.5** A method of documenting and enforcing quality control operations of both prime Contractor and subcontractor work, including inspection and testing.

## **H.30.2 CUSTOMER COMPLAINT PROGRAM**

The QC Program shall include a customer comments and complaint program processing system that will identify and correct validated customer complaints and provide feedback to the Government and customers on corrective action(s) taken.

### **H.30.2.1 QUALITY CONTROL FILES**

The Contractor shall maintain a file of all inspections or tests conducted by the Contractor, to include any corrective actions taken. This file shall be provided to the CO (CDRL 28) for review no later than 2 workdays after the inspection. The file shall be property of the Government and shall be turned over to the Government upon completion or termination of the contract.

### **H. 30.2.2 Effectiveness of Contractor**

Every 60 calendar days or as directed by the CO the Government and Contractor shall perform an inspection together to ensure the Quality Control Program is being enforced. The Contractor and the Government will each receive a copy of the others' inspection not later than 48 hours (2 workdays) following the completed inspection. The Contractor shall demonstrate a concerted effort in improving its QCP to prevent unsatisfactory performance from consistently repeating in any single contract functional area and to ensure that unsatisfactory performance is addressed and rectified in a timely manner.

## **H.30.3 Performance Evaluation Meetings**

**H.30.3.1** The Project Manager shall meet periodically with the CO to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, problem resolution, and discussion of the Contractor's performance as viewed by the Government. The CO will take appropriate action to resolve outstanding issues.

**H.30.3.2** The meetings will be held weekly during the first 60 calendar days of the contract period, and as needed, but not less than once a month, thereafter. Upon notification by the CO a meeting shall be held when a Contract Discrepancy Report (CDR) is issued.

**H.30.3.3** The CO may keep an electronic recording of these meetings. Written minutes will be prepared by the CO and signed by the CO, the COTR, the Project Manager, or their designated representatives, as appropriate. Should the Contractor not concur with the minutes, the Contractor shall state in writing any area of nonoccurrence within 1 workday after receipt of minutes. The CO will take appropriate action to resolve any area of disagreement.

#### **H.30.4 QUALITY ASSURANCE**

**H.30.4.1** The CO will inspect for compliance with contract terms throughout the contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in the PRS. The Government will monitor the Contractor's performance under this contract by performing checks as contained in the Quality Assurance Surveillance Plan (QASP). Typical procedures include random sampling, planned sampling, scheduled inspections, observations, and validated customer comments. The QASP will focus on the level of performance required by the contract not the methodology or process.

**H.30.4.2** The Government will record surveillance inspections and provide copies of surveillance inspections to the Contractor on a monthly basis. The Contractor shall receive and sign the inspection reports indicating a deficient performance. When the Contractor's performance is unsatisfactory, a CDR will be issued. The Contractor shall reply in writing within 5 workdays from the date of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

#### **H.31. PERFORMANCE SUCCESS AND COST METRICS PLANNING AND IMPLEMENTATION**

A. The Government has significant interest in awarding contracts and underlying task orders that clearly demonstrate the offeror's intent in providing quality services at optimum cost/price. To this end, offerors must follow the performance success and cost savings plan submitted with their Cost/Price Proposal during the original contract solicitation and award process. The plans requires detailing how the contractor will measure the performance success of the contract's execution overall and that of individual task orders.

B. For the overall BTS ATS Program contract, the performance success and cost savings plan is required to qualitatively and quantitatively identify specific performance measurements, how they will be defined, attained, documented and presented on no less than a semi-annual basis to document successful performance. This plan is required to include specifics as to how the offeror will identify and take advantage of opportunities to accomplish direct/hard and indirect/soft cost savings for the Government, including the approach to sharing in quantifiable cost savings the Government.

C. For both the overall BTS ATS Program contract and each and any of its underlying task orders, the Government reserves the unilateral right to include cost sharing terms and conditions consistent with their performance and cost savings plan in individual task orders and/or initiate

negotiations with the contractor regarding the sharing in quantifiable cost savings to the Government.

**PART II - CONTRACT CLAUSES  
SECTION I - CONTRACT CLAUSES**

**I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision maybe accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

The clause(s) below are hereby incorporated by reference.

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>CLAUSE No.</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
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
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005

CLAUSE No.	TITLE	DATE
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-18	ORDERING	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2002
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA –GENERAL	DEC 2007
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	DEC 2007
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.232-1	PAYMENT	APR 1984
52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS	OCT 2003
52.233-1	TRANSFERCENTRAL CONTRACTOR REGISTRATION DISPUTES	JUL 2002

CLAUSE No.	TITLE	DATE
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	NOV 2007
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2006
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT	FEB 2002
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-48	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS—CONTRACTOR CERTIFICATION	NOV 2007
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE	AUG 1987
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THEGOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE**

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

**Clause # Title and Date**

1252.209-70	Disclosure of Conflict of Interest (OCT 1994)
1252.242-71	Contractor Testimony (OCT 1994)
1252.242-72	Dissemination of Contract Information (OCT 1994)

**I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT**

This Contract incorporates the following Federal Acquisition Regulation Clauses provided in full Text:

**I.3.1 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
    - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
    - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
  - (b) The Contractor shall—
    - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
    - (2) Provide the ACO or designated representative ready access to the records upon request;
    - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and
    - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
  - (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of clause)

### **I.3.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one base year with four, one year optional periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **I.3.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$10,000.00;

(2) Any order for a combination of items in excess of \$700,000.00;

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.3.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

#### **I.3.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the performance period.

(End of clause)

#### **I.3.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

#### **I.3.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The \_\_\_\_\_ [*insert name of SBA's contractor*] will notify the Office of the Secretary of Transportation, Acquisition Services, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (End of clause)

### **I.3.8 1252.219-71 SECTION 8(A) DIRECT AWARDS. (MAY 2005)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Transportation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The responsible SBA district office is:

[To be completed by Contracting Officer at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8 (a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

**(End of clause)**

**I.3.9 1252.219-72 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS - ALTERNATE III.**

As prescribed in (TAR) 48 CFR 1219.811-3(d)(3), substitute the following paragraph for paragraph (c) of the basic FAR clause 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns.

**NOTIFICATION OF COMPETITION LIMITED  
TO ELIGIBLE 8(a) CONCERNS  
ALTERNATE III (MAY 2005)**

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

**(End of clause)**

**I.3.10 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor consistent with I.10 and H.16 of this solicitation.

(b) The Contractor shall complete the transition-out plan as required by H.16 and, upon the Contracting Officer's written notice, provide phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(End of clause)

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**Qualifying Note Regarding FAR Clause 52.232-32:**

**Although at the time when this Solicitation was issued DOT was not planning to specify, in**

**any IDIQ contract awarded from this Solicitation, any quantitative performance metrics or any monetary performance incentives or any monetary penalties to be exacted against a contractor for poor performance, DOT does nevertheless reserve the right to implement such quantitative performance metrics and such monetary performance incentives and such monetary penalties in the negotiation and awarding of any individual *task order(s)* hereafter issued under any such IDIQ contract(s). Any such quantitative performance metrics and monetary incentives and monetary penalties would be *discussed* with the contractor(s) at such future times, *before* being implemented in task order(s). The following FAR Clause 52.232-32 would apply only if—and only to the extent that—such quantitative performance metrics and monetary incentives and monetary penalties were hereafter implemented in the negotiation and awarding of individual task orders.**

### **I.3.11 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of

this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based

payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

## **SECTION J – LIST OF ATTACHMENTS**

- 1. Attachment J-1 - Past Performance Questionnaire**
- 2. Attachment J-2 - Previous Contracts List**
- 3. Attachment J-3 – Award Qualification Criteria Certification Form**
- 4. Attachment J-4 - 8(a) Status Certification Form**
- 5. Attachment J-5 - Non-Disclosure Form**
- 6. Attachment J-6 - Contract Performance Criteria**
- 7. Attachment J-7 - BTS ATS Program Contract Deliverables and Performance Criteria**
- 8. Attachment J-8 – Past Performance Record Form**
- 9. Attachment J-9 – Labor Category Descriptions**
- 10. Attachment J-10 – Labor Rates Spreadsheets**

SECTION J – ATTACHMENT J-1

Past Performance Questionnaire

**Referencee Information:** Provide the following information for the Organization that performed the referenced work.

**Each particular completed Past Performance Questionnaire, as filled out and signed by the offeror’s customer, shall be included in Volume I of the offeror’s initially–submitted proposal for the BTS ATS project. Any customer who has completed one of these Questionnaires may seal the Questionnaire before giving it to the offeror, if the customer does not want the offeror to see the past performance evaluation given by the customer.**

Referencee Information	<b>Offeror’s (Prime) Name:</b>	_____
	<b>Referencee’s Name:</b>	_____
	<b>Solicitation Number &amp; Title:</b>	DTOS59-08-R-00016 “Analytical and Technical Support Services (ATS) for BTS...”

**Organization/Person Providing the Reference Information:** Provide the following information for the Organization and Person/Point of Contact (POC) providing the reference (to assist us in tracking responses received and resolving any conflicts in the evaluation process if necessary):

Reference Information	<b>Organization Name:</b>	_____
	<b>Questionnaire Completion Date:</b>	_____
	<b>Name of Contact:</b>	_____
	<b>Contact Numbers:</b>	Telephone: _____ Facsimile: _____
	<b>Organization/Office:</b>	_____
	<b>Position Title:</b>	_____

**Reference Project Information:** Provide the following information about the referenced project.

Reference Project Information	<b>Customer Organization/Office:</b>	_____			
	<b>Project Title:</b>	_____			
	<b>POC Period of Involvement:</b>	_____			
	<b>Type of Contract:</b>	_____			
	<b>Period of Project Performance:</b>	<b>Start Date:</b>	_____	<b>Length:</b>	_____
	<b>Contract Value:</b>	<b>Initial:</b>	_____	<b>Current</b>	_____

**NOTE: THIS INFORMATION WILL BE KEPT CONFIDENTIAL**

For the following questions, please circle/check the appropriate rating. Comment lines are provided for additional information if the #2 or #1 rating is given (however the comment lines may be used to provide any additional information deemed noteworthy).

	High					Low
<b>1. TECHNICAL QUALITY OF SERVICE:</b>	5	4	3	2	1	
This area deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.						
<b>2. TIMELINESS OF PERFORMANCE:</b>	5	4	3	2	1	
This area deals with the contractor's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.						
<b>3. PRICE/COST CONTROL:</b>	5	4	3	2	1	
This area deals with the contractor's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.						
<b>4. BUSINESS RELATIONS:</b>	5	4	3	2	1	
This area deals with the contractor's commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.						

Comments (attach additional page(s) as necessary):

GENERAL INFORMATION: Please provide answers to the following questions.

5. Has the contractor ever been given a cure notice, show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem; or has this contract

been partially or completely terminated, or is there any pending termination actions? ( ) No  
( ) Yes

If yes: ( ) Default ( ) Convenience; and please explain:

6. Changes in contract dollar value throughout the life of the contract are/were attributable, for the most part, to:

( ) Government-issued change orders ( ) claims submitted by the contractor  
( ) other Government actions ( ) other contractor actions (please explain below)

7. Based on this contractor's overall performance, would you award this contractor another Government contract?

( ) Yes ( ) No If no, please explain:

8. If any of the above responses are based on adverse past performance, have you discussed it with the contractor and has the contractor had an opportunity to comment?

( ) Not Applicable ( ) Yes ( ) No If yes or no, please explain:

9. Contract's Period of Performance: (month / year – month /year)\_\_\_\_\_

10. Contract's Reimbursement Structure (Fixed-Price, CPFF, Labor-Hour, etc.)  
\_\_\_\_\_

11. Contract Dollar Value (with Options)\_\_\_\_\_

12. Was the contractor the prime contractor, or a sub? \_\_\_\_\_

13. Complexity of the Work (e.g., difficult, routine) \_\_\_\_\_

14. Type and extent of Subcontracting (if applicable):

15. Service Description:

16. Contractor's Strengths:

17. Contractor's Weaknesses:

18. Customer Signature & Date:

## SECTION J, ATTACHMENT J-2 PREVIOUS CONTRACTS LIST

The Previous Contracts List for (insert name of offeror or teaming partner), represent the three largest dollar value, and four most recent contracts, task orders or projects, which include work primarily the same/very similar to that in the BTS ATS Project Statement of Work, and that have been performed over the last five years:

Contract Number	Gov't or Comm.	Customer Name	Customer Address	Contact Name/Title/Phone	Size of Effort <sup>1</sup>	Performance Period	Contract Type <sup>2</sup>	Prime or Subcontractor
<i>Example 1</i>	Gov't	Federal Aviation Admin.	Office of Info. Tech. 800 Independence Ave. SW Washington, DC 20591	Mike Jones / Manager /202- 000-0000	M	11/1/02 to 9/30/04	CPFF	AAZ Corp, Wash., DC
Enter below the three largest dollar value contracts, task orders or projects which include work primarily the same/very similar to that in the BTS ATS Project SOW, and that have been performed over the last five years.								
Enter below the four most recent contracts, task orders or projects, which include work primarily the same/very similar to that in the BTS ATS Project Statement of Work, and that have been performed over the last five years.								

**Note:** This table may be provided in landscape format to allow for additional space.

<sup>1</sup> Large (>\$10M); Medium (\$1M-10M); Small (<\$1M)

<sup>2</sup> Firm Fixed Price (FFP); Cost Price Firm Fixed (CPFF); Cost Plus Award Fee (CPAF); or Other

## SECTION J, ATTACHMENT J-3

### AWARD QUALIFICATION CRITERIA

The Bureau of Transportation Statistics (BTS), Analytical and Technical Support services (ATS) procurement is an 8(a)-competitive acquisition with mandatory qualification requirements for each offeror. The mandatory criteria are as follows:

- Each offeror and each resulting contract awardee must be certified, by SBA, as an 8(a) company;
- Each offeror and each resulting contract awardee must be in good standing, with SBA, as an 8(a) company
- Each offeror and each resulting contract awardee must possess a demonstrated minimum of 3 - 5 years of continuous company business history with respect to the Statement of Work requirements of this Solicitation;
- Each offeror and each resulting contract awardee must be eligible to perform work classified within the applicable North American Industry Classification System (NAICS) code identified for this Solicitation;
- Each offeror and each resulting contract awardee must possess demonstrated financial resources sufficient to fully cover the minimum guaranteed dollar-amount of any resulting contract awarded to the offeror company; and,

Potential offerors meeting these mandatory qualifications criteria shall provide completed information as required by this form below, including an original signature and the title of the responsible official for such certification. Please note that misrepresentation of information on this form is grounds for disqualification of the offeror from further consideration under this Solicitation.

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### **BTS ATS Services AWARD QUALIFICATION CRITERIA CERTIFICATION**

I, \_\_\_\_\_, do certify that I represent

\_\_\_\_\_  
Certifiers Name (print/type)  
Name

Offeror's Company

and that our company meets all of the mandatory qualification criteria listed herein for an offeror as prime contractor under the **BTS ATS** acquisition. To that end I certify that the named company above:

- is a current SBA-certified 8(a) company; and
- has a minimum of 3 -5 years of continuous company business history with respect to the BTS ATS Solicitation and its Statement of Work; and
- meet the applicable North American Industry Classification System (NAICS) Code identified for the BTS ATS Solicitation; and,
- can demonstrate financial resources sufficient to fully cover the minimum guaranteed dollar-amount of an resulting contract awarded to the offeror company.

---

**Certifying Official's Signature**

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**Certifying Official's Title**

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**Date**

SECTION J, ATTACHMENT J-4

**8 (a) STATUS CERTIFICATION FORM**

I, [fill in the signing certifier's name] do hereby certify that [fill in the legal name of the offeror-company, as known to SBA] is currently certified, by the U. S. Small Business Administration (SBA), as an 8(a) company, and is currently in good standing with SBA in the 8(a) program. I further certify that [fill in name of offeror-company] has included, in its proposal for the BTS ATS project, an SBA-signed, SBA-letterhead copy of the letter by which SBA placed [fill in name of offeror-company] in the 8(a) program.

---

[Type the signer's name here]

[Type the signer's title here]

[Type the date of signature here]

SECTION J, ATTACHMENT J-5

**CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT**

It is understood that as part of my official duties under the **BTS ATS** Contract or any of its task orders, I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as an official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, sensitive information is to include procurement data, contract information, plans, strategies or other information not of a publicly released and available nature through appropriate sources.

I further certify that I will use proprietary business information only for official purposes in the performance of **BTS ATS** Contract and task order work, and will disclose such information only to those individuals who have a specific need to know in performance of official Government duties. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed an applicable non-disclosure agreement. I will take all reasonable precautions to protect and to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time.

NAME (Please Print)	SIGNATURE	DATE

\_\_\_\_\_  
ORGANIZATION/AFFILIATION

## SECTION J, ATTACHMENT J-6

### TYPICAL CONTRACT PERFORMANCE CRITERIA

**Although at the time when this Solicitation was issued DOT was not planning to specify, in any IDIQ contract(s) awarded from this Solicitation, any quantitative performance metrics or any monetary performance incentives or any monetary penalties to be exacted against a contractor for poor performance, DOT does nevertheless reserve the right to implement such quantitative performance metrics and such monetary performance incentives and such monetary penalties in the negotiation and awarding of any individual *task order(s)* *hereafter* issued under any such IDIQ contract(s). Any such quantitative performance metrics and monetary incentives and monetary penalties would be *discussed* with the contractor(s) at such future times, *before* being implemented in task order(s).**

**Accordingly, this Attachment J-6 serves merely as a *place-holder* that might *later* be filled in with Contract Performance Criteria in the event that DOT ever *hereafter* decides to *implement* such a performance measurement system in any individual *Task Orders* issued under any IDIQ contract(s) awarded from this Solicitation.**

## SECTION J, ATTACHMENT J-7

### **CONTRACT DELIVERABLES AND PERFORMANCE CRITERIA**

The contract references listed below are applicable to the deliverables for the base **BTS ATS** services contract. The Contractor shall meet the requirements of the deliverable references (media and hard copy), providing them to the Government's Contracting Officer and COTR as required in Sections C.4.2, C.3.2 and F.5. All deliverables shall be due within 10 calendar days of the applicable reporting period unless otherwise specifically provided for in the contract.

The Contractor shall suggest detail concerning the reporting format and content consistent with their standard practices and any requirements of the applicable reference so as to avoid added effort. The Government's Contracting Officer will review and approve the suggested format and content during the first reporting period, and the Contractor shall incorporate any required changes or additions.

<b>Section Reference</b>	<b>General Deliverable Description</b>
<b>G.6</b>	<b>Monthly task order billing statements</b>
<b>G.6</b>	<b>Monthly summary &amp; cumulative labor/other costs</b>
<b>H.6</b>	<b>IT Security Plan</b>
<b>H.9</b>	<b>Non Disclosure</b>
<b>H.28</b>	<b>Performance incentives and adjustments monitoring and submissions as applicable based on individual task orders</b>
<b>H.16</b>	<b>Transition in &amp; out plan</b>

SECTION J, ATTACHMENT J-8

**PAST PERFORMANCE RECORD FORM**

Offerors shall use this J-8 form to document in their proposal a best effort follow-up with identified past performance customers regarding the return (to Government) status of their “Past Performance Survey Response Form” references.

**Note: An offeror’s completing the following Past Performance Record Form does not relieve the offeror of the requirement for actually including all completed Past Performance Questionnaires (see Attachment No. 1 to this BTS ATS Solicitation) in Volume I of the offeror’s initially-submitted proposal for the BTS ATS project.**

Reference Name

(consistent with Attachment J-2)

**Date that Past  
Performance Survey  
Response Form was  
sent to reference  
customer**

**Date and time of  
follow-up phone call to  
reference customer  
regarding Past  
Performance Survey  
status**

SECTION J, ATTACHMENT J-9

LABOR CATEGORY DESCRIPTIONS

<u>CLN</u>	<u>TITLE</u>
1	Project Manager .....
2	Program Manager.....
3	Senior Economist.....
4	Economist .....
5	Sr. Transportation Specialist.....
6	Transportation Specialist .....
7	Sr. Geographer .....
8	Geographer.....
9	Sr. Research Analyst.....
10	Research Analyst .....
11	Sr. Survey Methodologist .....
12	Survey Methodologist .....
13	Information Technology (IT) Specialist .....
14	Sr. Statistician .....
15	Statistician.....
16	Sr. Research Assistant.....
17	Research Assistant .....
18	Sr. Systems Analyst.....
19	Systems Analyst.....
20	Database Administrator .....

CLN: 1, 2

**Project Manager/Program Manager (Senior Staff)**

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**Functions:** Responsible for the administrative supervision of contract provisions, including receipt of technical orders issued, cost accounting, project scheduling, and completion of deliverables. Serves as the primary point of contact and contract liaison on the project. Provides supervision and guidance to project personnel as appropriate.

**Qualifications:** the program manager/project manager shall have demonstrated experience of the managerial capacity, including fiscal management of activities similar or the same as those specified in the "Statement of Work." The Project Manager shall have demonstrated work experience in managing a contract or projects involving transportation-related data analysis, research, economics, statistics, project management, or technical support of the kind described. The Program Manager shall have demonstrated success in managing transportation programs involving multiple subcontractors on schedule and within budget, and in providing high quality products and services to meet the contract’s technical requirements.

CLN: 3, 4, 5, 6, 9, 10, 11, 14, and 15

**Economists, Transportation Specialists, Statisticians, Survey Methodologist, Geographer and Other Experts**  
***(Senior Staff and Middle Staff)***

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**Functions:** These senior professionals, industry experts and specialist shall prepare and support staff analyses on relevant and timely transportation-related issues including, but not limited to, freight and passenger transportation, safety, economy, finance, energy, environment, national security, government, domestic and international trade and travel, and data needs or gaps related to transportation. These issues may relate to all modes of transportation.

**Qualifications:** Senior professionals, specialists and other experts shall have proven expertise in economics, national income and products accounts, productivity, employment, trade, mobility, finance, congestion mitigation, transportation logistics and supply chains, geospatial representation of transportation statistics and transportation-related investments (federal, state, and local government and private) or such other subjects that relate to transportation.

These experts shall have proven capability in initiating research and analytical projects and in designing and implementing research programs. These experts shall have strong oral and written communication skills and must have demonstrated experience and capability in applying analytical tools to a variety of issues. Senior contract staff shall have demonstrated experience in producing quick turnaround responses to inquiries on a diverse range of transportation-related questions. These individuals shall also have expertise and experience in transportation network modeling, statistical system design, survey design, database design and development, and database management. Senior contract staff shall also have demonstrated experience in working with representatives from state and local governments and/or organizations representing such governments, international organizations and foreign governments.

Senior professionals, industry experts and specialists should have proven experience in and working knowledge of the 1993, 1997, and 2002 Commodity Flow Surveys, the National Household Travel Survey, Nationwide Personal Transportation Survey, American Community Survey, data quality standards, federal regulations and standards related to survey development and methodology, international and national trade and freight transportation for all modes, border crossing and traffic data, and travel data and issues for all modes, and other collections /surveys as identified by the COTR.

Senior professionals and research assistants should be competent in the use of computer technology and software to perform analyses and to manipulate data in multiple forms including hardcopy, electronic spreadsheets, tables, charts, graphs, mapping and spatial analyses, and databases. Software competency includes but is not limited to MS Word, Access, and Excel. The contractor senior professionals must possess skill in the use of statistical software packages such as SAS and SPSS.

**CLN: 7, 8, 12, 13, 16, 17, 18, 19, and 25**

**Research Analyst, Research Assistant and other related positions** ***(Senior Staff and Middle Staff)***

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**Functions:** Responsible for planning and conducting analysis of transportation data and information, research, studies, and other analysis. Conducts activities and provides on-site data and analytic support for the agency. Duties will include preparing and compiling data for reports and for responses to inquiries, preparing special reports, studies, and other products and services related to various transportation modes. Attending and participating in meetings, conferences and work groups that support planned agency activities

that achieve and maintain the quality products and services for the transportation community and public.

**Qualifications:** These senior professionals should be familiar with issues relevant to large system level research and analysis for the transportation industry, specifically RITA, and other statistical agencies. These professionals should have a thorough knowledge of existing RITA initiatives, programs, and special studies including the other related data and information; Web Mapping Services, geospatial data and metadata; statistical system design; public policy research; statistical system design; and data collection programs related to the transportation industry.

Senior professionals shall have demonstrated proficiency in conducting analytical trend analyses using a broad range of U.S. government and private data sources on major transportation subjects (safety, economy, energy/environment, national security, domestic and international trade and travel) for all modes of transportation. The demonstrated experience must be oriented to data experience and not just policy knowledge for these areas. Senior staff shall have demonstrated experience assessing the quality, comparability and utility of different datasets

Research assistants shall have working knowledge of a wide range of transportation data and their sources and demonstrated ability to use and manipulate these data. The COTR may request other duties which go beyond compiling reports (e.g., database analysis, related grants process, meeting planning, meeting minute preparation, outreach, logistical support, etc.). Professionals and other research assistants should be competent in the use of computer technology and software to perform analyses and to manipulate data in multiple forms including hardcopy, electronic spreadsheets, tables, charts, graphs, mapping and spatial analyses, and databases. Software competency includes but is not limited to MS Word, Access, and Excel.

**CLN: 20, 21, 22, 23, and 24**

**IT Specialist, Systems Analyst, and Database Administrator**

***(Senior Staff and Middle Staff)***

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**Functions:** Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve automation problems. Applies scientific, engineering or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses minicomputer and mainframe computer systems in addressing project objectives. Uses standard or conventional approaches to define, plan, organize, design, develop, modify, test and integrate database or data processing systems, computer hardware systems, and simulation models. Responsible for segments or phases of special projects. Applies knowledge of security and access controls, and security requirements (regulatory, standard and other according to COTR) for data and systems.

**Qualifications:** Experience with Web servers and application servers, including configuration, administration and planning. Ability to lead and advise on technical efforts for medium to large projects and participate on cross-team/cross-functional task forces. Must have expert knowledge in several critical technologies used by the agency, such as Microsoft or Java. The individuals must be familiar or have expertise knowledge in transportation network modeling, statistical system design, database design, development and maintenance, and statistical modeling. Experience in relational and dimensional modeling in a data warehousing context and writing report definitions, data mapping and other related documentation.

**SUMMARY TABLE OF LABOR CATEGORIES, QUALIFICATIONS, AND EQUIVALENCES**

<b>Labor Category</b>	<b>General Experience</b>	<b>Specialized Experience</b>	<b>Degree</b>
Senior Staff	5	1 of 5 yrs	<b>PH.D.</b>
Senior Staff	7	2 of 7 yrs	<b>MS/MA/MBA/MPA</b>
Senior Staff	8	5 of 8 yrs	<b>BS/BA</b>
Specialists/Analysts/ Middle Staff	3	2 of 3 yrs	<b>MS/MA/MBA/MPA</b>
Specialists/Analysts/ Middle Staff	2	1 of 2 yrs	<b>BS/BA/ Associates Degree</b>
Professional Staff	1	1 of 2 yrs	<b>BS/BA/Associates Degree</b>
Junior Staff	0	0 to 1 yr	<b>BS/BA/Associates Degree</b>

The contractor shall provide senior professionals and support staff with the specific general expertise described here. Additional levels of expertise may also be provided in the individual task order requirements.

SECTION J, ATTACHMENT J-10

LABOR RATE SPREAD SHEETS

TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

CLIN and Rates Table		12 Month Contract Base Period				12 Month Contract Option Period 1				
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site	Option Labor CLIN	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site
00001	Project Manager					10001				
00002	Program Manager					10002				
00003	Senior Economist					10003				
00004	Economist					10004				
00005	Senior Transportation specialist					10005				
00006	Senior Transportation Specialist					10006				
00007	Transportation Specialist					10007				
00008	Transportation Specialist					10008				
00009	Sr. Geographer					10009				
00010	Geographer					10010				
00011	Senior Research Analyst					10011				
00012	Senior Research Analyst					10012				
00013	Research Analyst					10013				
00014	Research Analyst					10014				
00015	Senior Survey Methodologist					10015				
00016	Survey Methodologist					10016				
00017	Survey Methodologist					10017				
00018	Senior Statistician					10018				
00019	Statistician					10019				
00020	Database Administrator					10020				
00021	Sr. System Analyst					10021				
00022	Systems Analyst					10022				

## SECTION J, ATTACHMENT J-10

### LABOR RATE SPREAD SHEETS

#### TRANSPORTATION DATA ANALYTICAL AND TECHNICAL SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

00023	Sr. Research Assistant					10023				
00024	Research Assistant					10024				
00025	Research Assistant					10025				
00026						10026				
00027	Research Assistant					10027				
00028	Research Assistant					10028				
00029	IT Specialist					10029				
Est. Total										

# SECTION J, ATTACHMENT J-10

## LABOR RATE SPREAD SHEETS

### TRANSPORTATION DATA ANALYTICAL AND TECHNICAL SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

CLIN and Rates Table		12 Month Contract Option Period 2				12 Month Contract Option Period 3				
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site	Option Labor CLIN	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site
20001	Project Manager					30001				
20002	Program Manager					30002				
20003	Senior Economist					30003				
20004	Economist					30004				
20005	Senior Transportation specialist					30005				
20006	Senior Transportation Specialist					30006				
20007	Transportation Specialist					30007				
20008	Transportation Specialist					30008				
20009	Sr. Geographer					30009				
20010	Geographer					30010				
20011	Senior Research Analyst					30011				
20012	Senior Research Analyst					30012				
20013	Research Analyst					30013				
20014	Research Analyst					30014				
20015	Senior Survey Methodologist					30015				
20016	Survey Methodologist					30016				
20017	Survey Methodologist					30017				
20018	Senior Statistician					30018				
20019	Statistician					30019				
20020	Database Administrator					30020				
20021	Sr. System Analyst					30021				
20022	Systems Analyst					30022				

SECTION J, ATTACHMENT J-10

LABOR RATE SPREAD SHEETS

TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

20023	Sr. Research Assistant					30023				
20024	Research Assistant					30024				
20025	Research Assistant					30025				
20026						30026				
20027	Research Assistant					30027				
20028	Research Assistant					30028				
20029	IT Specialist					30029				
Est. Total										

SECTION J, ATTACHMENT J-10

LABOR RATE SPREAD SHEETS

TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

CLIN and Rates Table		12 Month Contract Option Period 4			
Base Labor CLIN	Labor Category	Direct Labor Hourly Rate Government Site	Fully Loaded Hourly Rates Government Site	Direct Labor Hourly Rate Contractor Site	Fully Loaded Hourly Rates Contractor Site
40001	Project Manager				
40002	Program Manager				
40003	Senior Economist				
40004	Economist				
40005	Senior Transportation specialist				
40006	Senior Transportation Specialist				
40007	Transportation Specialist				
40008	Transportation Specialist				
40009	Sr. Geographer				
40010	Geographer				
40011	Senior Research Analyst				
40012	Senior Research Analyst				
40013	Research Analyst				
40014	Research Analyst				
40015	Senior Survey Methodologist				
40016	Survey Methodologist				
40017	Survey Methodologist				
40018	Senior Statistician				
40019	Statistician				
40020	Database Administrator				
40021	Sr. System Analyst				
40022	Systems Analyst				

SECTION J, ATTACHMENT J-10

LABOR RATE SPREAD SHEETS

TRANSPORTATION DATA ANALYTICAL AND TECHNICAL  
SUPPORT SERVICES – ATTACHMENT J-10 LABOR RATES

40023	Sr. Research Assistant						
40024	Research Assistant						
40025	Research Assistant						
40026							
40027	Research Assistant						
40028	Research Assistant						
40029	IT Specialist						
Est. Total							

## **SECTION K**

### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The Offeror must complete representations and certifications on the Online Representations and Certifications Application (ORCA), available online at <http://orca.bpn.gov> <<http://orca.bpn.gov>> by the due date of the proposal submission. Note that access to the ORCA system may take several days for new registrations; Offerors registering in the system for the first time should therefore allow sufficient time to complete the representations and certifications process prior to the due date for proposal submissions.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following websites:

<http://www.arent.gov> and <http://www.acqnet.gov>.

The clause(s) below are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY	FEB 1999
	COMPLIANCE EVALUATION	
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

### L.2.a 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) *Alternate I (Oct 1997)*

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **L.2.b 52.216-1 TYPE OF CONTRACT (APR 1984)**

It is anticipated that from this Solicitation one or more Indefinite Delivery / Indefinite Quantity (IDIQ), Task-Order-type contracts will be awarded. Each resulting IDIQ contract will reserve the Government's right to use, for any particular task order(s) hereafter issued, a Fixed-Price or Cost-Plus-Fixed-Fee or Labor-Hour or Time-and-Materials reimbursement structure, and DOT's right to use any other reimbursement structure for such task order(s).

### **L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Denise Wright, Acting, Office of Senior Procurement Executive  
1200 New Jersey Avenue, SE  
Washington, DC 20590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.4 ALTERNATE PROPOSALS**

An Offeror (including teaming partners) may not submit alternate proposals. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the DOT would have no basis for making a determination of which of the proposals the Offeror intended to have evaluated.

### **L.5 SMALL BUSINESS CLASSIFICATION CODE**

For purposes of this solicitation, the resultant base contract and task orders, offerors shall be required to qualify as a small business under the following North American Industry Classification System (NAICS):

541611 Administrative Management and General Management Consulting Services

The above-noted NAICS codes represent the size standards for those types of services that account for the greatest percentage of total contract value; they stipulate that a business may not earn in excess of \$7 million in average annual gross receipts over the past three years in order to qualify.

The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 ([13 CFR part 121](#)), Small Business Size Regulations. SBA's size regulations pertaining to Federal procurement are also found in the Federal Acquisition Regulation, [48 CFR part 19](#).

To bid on this contract, the concern must self-certify in [ORCA](#) (and as stated in this solicitation) that it is a small business under the appropriate size standard set forth in the solicitation. The size of the concern at the time of self-certification prevails for that contract. A concern may grow above the size standard before or after award without loss of eligibility to perform on that

contract. The small business concern must meet the size standard for its primary industry, then it must meet the size standard for the NAICS industry assigned to each individual task order.

The small business concern must perform at least a given percentage of the contract. This provision limits the amount of subcontracting a concern may enter into with other firms when performing these types of contracts.

For information on the NAICS code, visit the NAICS Association web site at <http://www.naics.com/index.html>.

## **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Award. The U. S. Government anticipates awarding a single contract to small business as a result of this Solicitation.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

(c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey. Government reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

(e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form 33, Blocks 12 through 18;

(2) Submission of proposed costs/price and indirect cost information as required by Section B of this RFP;

(3) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(4) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

## **L.7 DELIVERY INSTRUCTIONS**

(a) Proposals submitted in response to this RFP will be received in the following manner: nine (nine) bound hard copies, each of which is to also include an electronic media (CD) copy. Facsimile submissions of proposals will not be accepted. E-mailed submissions of proposals will not be accepted. Questions in response to this solicitation must be received in writing via e-mail only to James H. Mowery III, Contracting Officer, at James.Mowery@dot.gov.

(b) Closing Date and Time. All proposals in response to this RFP shall be due at the below address, **by 4:15 pm Eastern Time on September 30, 2008.**

(c) This Solicitation's identifying number, "**RFP No. DTOS59-08-R-00016**", must be clearly displayed on the outside of each box or other container in which the offeror's proposal is received by DOT.

Technical and Cost/Price Proposals must be kept separate from each other, and must be also be bound separately from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(a) Number of proposal copies:

### Technical Proposal Volume I

- An original and eight (total of nine) hard copies of the Technical Proposal are required.
- Nine (9) media copies on CD of the complete Technical Proposal including all documents provided in hardcopy in unzipped format using Microsoft Word and Microsoft Excel.

### Cost/Price Proposal Volume II

- An original and eight (total of nine) hard copies of the Cost/Price Proposal are required.
- Three (3) media copies on individual CDs of the complete Cost/Price Proposal included with the original Cost/Price Proposal in unzipped format using Microsoft Word and Microsoft Excel.

(e) Mailing Addresses. Proposals shall be delivered to the following addresses:

#### **If Sent via U.S. Postal Service:**

Mr. James H. Mowery, III  
Contracting Officer, M63  
Acquisition Services, Government

#### **Hand-Carried, or via Courier Service**

U.S. Department of Transportation  
OST/Acquisition Svcs / M-63  
Room W83-497

Room W83-497  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

1200 New Jersey Avenue, SE  
Washington, D.C. 20590

## **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

This RFP is expected to result in the issuance of one or more IDIQ task order type contract awards. The BTS ATS Program services award will focus on the array of BTS ATS services and support, including specialized capabilities in the areas specified in Section C of this Solicitation. For all tasking, the Government’s Contracting Officer will request work through the issuance of task orders during the ordering period as specified in Section F of the contract.

- a. The Offeror’s proposal shall be divided into two separate volumes, namely, a “Technical Volume I” and “Cost/Price Volume II”. Each volume of each set shall be submitted in a standard three-ring binder adequate for its content. Or, instead, plastic spiral binding can be used at the left margins of the proposal’s pages. Each binder (or outermost surface) shall be clearly labeled on the outside front with the Volume name as shown above, shall be designated as “Original”, “Copy 1” or “Copy 2”, etc., shall display this Solicitation’s name and number, shall specify the offeror’s name and business address, and shall display the name and e-mail address and daytime telephone number of a point of contact within the offeror-company. Proposal pages for “Technical Volume I” must be sequentially numbered, with each part separated by a labeled tab or labeled colored divider page.
- b. Before finishing the preparation of its proposal and submitting its proposal to DOT, each offeror shall use the “Completeness and Format Table” appearing immediately below to perform a proposal-completeness-review, by verifying that the proposal does in fact contain each of the items listed in the table below. Prior to further evaluation, the Offeror’s proposal must contain the items listed in the table below—and the Government will be reviewing each proposal to verify such completeness, including, where indicated in the table below, required signatures.

### **Completeness and Format Table**

<b>Completeness Component</b>
Nine (9) complete hard copies of the Technical Volume I proposal
Nine (9) complete hard copies of the Cost/Price Volume II proposal
Nine (9) complete and labeled media copies of the Technical Proposal Volume I, to be included in that Volume I; and three (3) complete and labeled media copies of Cost / Price Proposal Volume II, to be included in three of the hard copies of Volume II.
One original signature transmittal letter at the beginning of each Cost/Price Volume II
Completed and signed Attachment J-3 – “Award Qualification Criteria Certification Form” at the beginning of each Cost/Price Volume II proposal
Attachment J-4 – “8(a) Status Certification Form” in each Cost/Price Volume II

A resume for each proposed <i>non</i> -clerical staff member, to be included in the original and all copies of Technical Proposal Volume I's Chapter 3
Completed Attachments J-2, "Previous Contracts List" at the beginning of Chapter 5 in original and all copies of Technical Proposal Volume I
The <i>original</i> of each completed "Past Performance Questionnaire", to be included in the <i>original</i> of the Technical Proposal Volume I, Chapter 5. (The Offeror need <i>not</i> submit any <i>copies</i> of the "Past Performance Questionnaires"—the <i>originals</i> of those Questionnaires will be sufficient.)
Completed Attachment J-8 – "Past Performance Record Form" at the beginning of Chapter 5 in original and all copies of Technical Proposal Volume I
Completed Section "B"; and, Attachment J-10 – "Labor Rates Spreadsheet" in each Cost/Price Volume II
<b>Format Component</b>
1. Compliance with space type, margins and other proposal format as required in L.8.e.
2. Graphs, charts, tables and attachments, not in conflict with, and not in subversion of, the proposal's page limits - L.8.e.
3. Compliance with page limits as required in L.8.d.

**Offerors are cautioned that proposals that do not include the number and type of items required by the "Completeness Component" in the table above may be considered non-responsive and not considered further in the evaluation and award process.** Offerors are also cautioned that observance of the "Format Component" requirements of the table above will be considered in the proposal evaluation process.

c. Detailed information should be presented only when required by specific RFP instructions.

d. Proposals are limited to the following number of pages:

**Technical Proposal Volume I**

Management Approach – Chapter 1 (**page count 15 or less**)

Technical Approach – Chapter 2 (**page count 30 or less**)

Personnel– Chapter 3 (**not included in the page-count**) (See more concerning "Personnel", in Section L.9.3)

Quality Control Plan – Chapter 4 (**not included in the page-count**)

Past Performance Record Form – Chapter 5 (**not included in the page-count**)

**Past Performance Narrative – Chapter 5 (page count 5 or less)**

**Completed Past Performance Questionnaires –Chapter 5 (not included in the page-count)**

Previous Contracts List – Chapter 5 (**page count 5 or less**)

**Cost/Price Proposal Volume II** --- No page limitations

e. PROPOSALS EXCEEDING THE PAGE-LIMITS SPECIFIED ABOVE WILL NOT BE EVALUATED. Proposals shall be written in English and typed on standard 8 1/2" x 11" paper, single-spaced, 12 characters per inch with each page numbered consecutively by Chapter. **NOT included in the page limitation** are graphs, charts, cover pages, dividers, tables of contents, attachments, 8(a) status certification, table summarizing qualifications of proposed personnel, resumes, past performance references, proposal transmittal page, letter(s) of intent, transition-in plan and transition-out plan outline, and the cost proposal.

In its proposal evaluation the Government will note and consider:

1. Compliance with space type, margins and other proposal format
2. Graphs, charts, tables and attachments not in conflict with page limits or their subversion
3. Compliance with page limits.

**L.9 PROPOSAL CONTENT**

a. The Offeror's Technical Proposal Volume I submitted in response to this Solicitation shall address how the offeror intends to carry out the Statement of Work contained in Section C and shall convey a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal shall be complete in required content as provided in Section L.8.b. "Completeness and Format Table", and as otherwise required in this Section L's Instructions, and shall be organized to address the technical evaluation criteria listed in Section M.

b. The Offeror's Cost/Price Proposal submitted in response to this Solicitation shall include all required and signed content (information, documents, tables, spreadsheets, forms, signature, certifications, etc.) and shall be organized as specified in this Section L.

## **L.9.1 TECHNICAL PROPOSAL VOLUME I - CHAPTER 1. MANAGEMENT APPROACH**

The offeror shall explain how it plans to manage the BTS ATS project. Issues to be addressed include, but are not necessarily limited to: (a) how the offeror would manage and ensure the timely performance of multiple concurrent task orders having Deliverable Items potentially due in close succession or on the same day; (b) how the offeror would minimize and manage any turnover of staff members; and (c) how the offeror, if selected as an IDIQ contract awardee for this BTS ATS project, would expedite its preparation and submission of proposals for task orders.

## **L.9.2 TECHNICAL PROPOSAL VOLUME I - CHAPTER 2. TECHNICAL APPROACH**

In preparing the technical approach portion of its proposal, the offeror shall provide narrative and other information that the offeror considers relevant to the work required for the BTS ATS project, and that best demonstrates the offeror's technical capabilities in the areas relevant to that project.

## **L.9.3 TECHNICAL PROPOSAL VOLUME I - CHAPTER 3. PERSONNEL**

### **A. Provide Resumes**

In Chapter 3 of Volume I, a resume shall be included for each proposed staff member whose name has been identified.

Each resume shall clearly identify and describe the individual's related project experience and education as it relates to the performance of the project envisioned in this Solicitation.

### **B. Provide a Table of Proposed Personnel and Their *Other* Commitments**

In Chapter 3 of Volume I, provide a table showing the names and *other* commitments of all proposed named staff members. And for each such individual, show the following information in that table: the name of the individual's employer; the position that the individual is proposed to occupy on this particular project; the project name and the contract number of every other project (Federal and non-Federal) on which the individual is currently committed to serve at any time during the period beginning on January 1, 2009 and ending on December 31, 2013; and the Offeror's best good-faith estimate of the aggregate grand total number of staffing hours that each such separate individual will be required to work on that individual's Other Commitments during the time period beginning on January 1, 2009 and ending on December 31, 2013. For purposes of this required Other Commitments Table, an individual is "committed" to serve on only those "other projects" for which there is already in existence a signed contract, a signed task order, or some other mutually-binding written agreement. In other words, the Other Commitments Table need not show "other projects" that are merely in the bidding phase and are not yet awarded.

Outside the Other Commitments Table just described, but in a position not far away from that table, each Offeror's proposal shall explicitly state each and all of the assumptions used by the Offeror in deriving the estimated total number of Other Commitment Staffing Hours shown for each separate individual listed in the Other Commitments Table. For example, if a given individual's Other Commitments include an existing IDIQ Task Order Contract, then in estimating that individual's Other Commitment staffing hours under that existing contract, the Offeror should take into consideration factors such as, but not necessarily limited to: the number of other companies also holding IDIQ Task Order Contracts for that same project; any past experience regarding numbers and sizes of Task Orders actually issued under that existing contract or under other similar existing or closed contracts; and numbers of staffing hours actually billed under that existing contract or under other similar existing or closed contracts.

### **C. Provide a Master Staffing Table**

In Chapter 3 of Volume I, each Offeror shall provide a Master Staffing Table which shall display the Offeror's estimated (proposed) numbers of staffing hours by project year, by numbered task, by named proposed individual staff member and job title, and for each and every tier (that is, for the prime contractor, for each separate subcontractor, and for each separate consultant)-----and also for each un-named (un-determined) staff member and by his or her job title and tier-level and proposed numbers of staffing hours. Un-named staff members can be denoted as "not-yet-identified" or "not-yet-determined" or "to-be-determined"-----but each un-named staff member's intended job title, estimated proposed numbers of staffing hours by task and by tier level, shall all be explicitly shown on the Master Staffing Table. To repeat, the Master Staffing Table must be a comprehensive one which covers the entire 60-month (five-year) project and each of its separate project-years, and which includes not only the prime Offeror's proposed internal staffing but also the staffing proposed for each separate subcontractor and consultant.

**It is requested----but it is not required----that the entire Master Staffing Table be presented on just one page; and that page can be a fold-out page, provided that it is bound into the proposal and is folded down to a size not exceeding 8 ½ by 11 inches. An Offeror may use, in the Master Staffing Table, a font size smaller than 12-point, provided that the font is fully legible.**

### **D. Other Requirements**

The estimated professional and technical staffing shall be provided in direct productive labor hours (as displayed in the Government's table of estimated staffing hours, below.) Direct productive labor hours are defined as actual work hours, exclusive of vacation, holiday, sick leave and all other absences.

Before submitting its proposal to DOT, each offeror shall cross-check the configuration of staffing hours shown in the offeror's Master Staffing Table, against the configuration of staffing hours priced out in the offeror's cost proposal, to make sure that precisely the same configuration of staffing hours is used in both of those places.

## **L.9.4 TECHNICAL PROPOSAL VOLUME I - CHAPTER 4. QUALITY CONTROL PLAN**

Include in Chapter 3 of Volume I a Quality Control Plan. (See the discussion of Quality Control, in section H.30 of this Solicitation.)

## **L.9.5 TECHNICAL PROPOSAL VOLUME I - CHAPTER 5. PAST PERFORMANCE**

### **L.9.5.1 PAST PERFORMANCE NARRATIVE**

In preparing the past performance narrative portion of its proposal, the offeror shall provide narrative and other information that the offeror considers to be relevant experience for the work required by the solicitation's statement of work and that best demonstrates the offeror's previous performance of those activities on other contracts. The offeror should also address the following specific past performance sub-criteria (which are also listed in Section M of this Solicitation):

1. Technical Quality of Offeror's Past Performance

2. Timeliness of Offeror's Past Performance

3. Offeror's Cost Controls on past projects

4. Offeror's Business Relations: This area deals with the contractor's commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.

### **L.9.5.2 PREVIOUS CONTRACTS LIST**

The Offeror must provide past performance references for itself and for each proposed subcontractor. This past performance information must be submitted in the proposal using **Attachment J-2 -"Previous Contracts List."** The offeror shall complete the **"Previous Contracts List"** for itself and for all proposed subcontractors (if applicable),

providing the required information on the form for the **three largest** dollar value, and **four** most *recent* contracts, task orders or projects, which include work primarily the same/very similar to that in the BTS ATS Statement of Work, and that have been performed over the last five years. The contracts listed by the offeror in Attachment J-2 need *not* necessarily have been *completed*. Based on the instructions set forth above in this section, a minimum of seven contracts should be listed in the offeror's Previous Contracts List. In addition, the contracts listed in Attachment J-2 shall also include at least one contract performed (or currently being performed) by each of the offeror's proposed subcontractors. Any offeror's completed Attachment J-2 may of course show more than the minimum required numbers of contracts.

### **L.9.5.3 PAST PERFORMANCE QUESTIONNAIRES AND RECORD FORM**

Each offeror must provide completed Past Performance Questionnaires (see Attachment J-1) for itself and for each proposed subcontractor, from current and/or previous customers as identified in the offeror's completed Attachment J-2.

- a. Using **Attachment J-1 – “Past Performance Questionnaire”** each offeror shall obtain—and shall include, in Volume I of the offeror's BTS ATS proposal initially submitted to DOT—an original of a completed Past Performance Questionnaire form from at least five of the references listed in the offeror's completed Attachment J-2 **Previous Contracts List**. Each prime offeror should attempt to include, in its required minimum of five completed Past Performance Questionnaires, at least one completed Past Performance Questionnaire for each proposed subcontractor.
- b. If any customer (i.e., provider of a past performance reference for an offeror) prefers that the offeror *not see* the completed Past Performance Questionnaire, the customer may *seal* the completed Past Performance Questionnaire before returning it to the offeror. In any event, each of, and all of, an offeror's completed Past Performance Questionnaires must be included (as originals) in the hard original of the offeror's initially-submitted Volume I proposal.
- c. In its proposal, using **Attachment J-8 – “Past Performance Record Form”** (and not counted as part of the page count), the offeror and the offeror's proposed subcontractors, as applicable, shall set forth the names of those references to whom they sent the “Past Performance Questionnaire” form, and shall show the date each such form was sent and the date and time of at least one follow-up phone call to the customer to inquire about the status of the Questionnaire. DOT reserves the right to use—but does not promise to use—the information set forth in an offeror's Attachment J-8 as an aid in performing any additional research that DOT might choose to perform in the area of the offeror's past performance. Compliance with this paragraph “c” does not relieve an offeror from the requirement of complying with paragraph “a” above. Therefore, each offeror is strongly advised to request, from its various customers, completion of a grand total of more than five Past Performance Questionnaires.

### **L.9.5.3 PAST PERFORMANCE INFORMATION**

The Government may use past performance information obtained from other than the sources identified by the offeror or teaming partners. The Government shall determine the relevance of similar past performance information and apply it as considered appropriate in the evaluation and/or source selection processes.

### **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST/PRICE PROPOSAL**

(See also the instructions given in Sections L.13 and L.14, below.)

Offerors must submit the Cost/Price Proposal in three-ring binders (or with a plastic spiral binder at the left margin), and include the following information. Failure to include all information may result in rejection of the proposal as being unacceptable.

#### **(a) Part 1 - Standard Form (SF) 33**

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

#### **(b) Part 2 – Proposed Costs/Prices**

In the offeror's Cost / Price Volume II, the offeror must propose fixed hourly labor rates for each labor category, for the BTS ATS project's Base Year and for each Option Year, in accordance with the labor categories (job-titles) set forth in Section B of this Solicitation, and in accordance with the "**Labor Category Descriptions**" given in Attachment J-9 of this Solicitation, and in accordance with the layout table of "**FIXED HOURLY RATES**", both direct and fully loaded, appearing in **Attachment J-10 – Labor Rates Spreadsheet**.

The Offeror must propose as a part of their Cost/Price proposal both the Administrative Handling Rate and Subcontracting Pass Through Rate, rates that are applicable to all task orders and throughout the entire term of the contract. Offerors shall enter their proposed rates for both the Administrative Handling Rate and Subcontracting Pass Through Rate on the spreadsheet provided as **Attachment J-10 – Labor Rates Spreadsheet** (just below the spreadsheets Labor Categories). Offerors should refer to **TERMS AND DEFINITIONS** for further information.

#### **(c) Part 3 - Representations, Certifications, and Other Statements of Offerors**

Each offeror and proposed teaming partner shall post its "Certifications, Representations, and Other Statements" to the ORCA website (<http://orca.bpn.gov>). It would be appreciated if each offeror and teaming partner could provide that same information, in hard-copy form, in Volume II of the offeror's hard-copy proposal submitted in response to this BTS ATS Solicitation.

**(d) Part 4 - Policies and Procedures**

If the offeror does not have prior Government contracting experience, then the offeror shall submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

**(e) Part 5 - Joint Venture Information**

**This solicitation is limited to 8(a) business concerns. If two or more entities are included within a single proposal submitted in response to this BTS ATS Solicitation, then, in the proposal, one of those entities must be explicitly designated as the prime offeror (i.e., as the proposed prime contractor), and each of the other entities must be explicitly designated as a proposed subcontractor.**

This second paragraph under the heading “Part 5 – Joint Venture Information” would apply only if an offeror also complies with the requirements stated in the first paragraph immediately above. If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/ Price Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Task Orders under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

**(f) Part 6 - Evidence of Responsibility**

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of an 8(a) offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

**(g) Part 7 - Letters of Commitment (Teaming Partners)**

The Cost/Price Proposal must include a letter, on teaming partner letterhead, and signed by an authorized representative of each teaming partner, which specifically indicates the teaming partner's agreement to be included in the offeror's proposed teaming arrangement.

**(h) Part 8 – Information to Support Consent to Major Teaming Partners**

The offeror must address each of the elements in FAR 44.202-2 in order for proposed teaming partner to be considered by the contracting officer for consent of teaming partner to be granted with the initial award.

**(i) Part 9 – Performance Success and Cost Savings Plan**

The offeror's performance success and cost savings plan (see "**H.31 PERFORMANCE SUCCESS and COST METRICS PLANNING and IMPLEMENTATION**") submitted as a part of the offeror's Cost/Price Proposal, shall be considered in the Cost/Price Proposal review with respect to how well it demonstrates qualitatively and quantitatively responsiveness to the Government's interest in awarding contracts and underlying task orders that clearly demonstrate the offeror's intent in providing quality services at optimum cost/price, as described in "H.31".

## **L.11 TERMS AND DEFINITIONS**

For the purposes of this ATS BTS services solicitation and all work performed under its resulting contract(s), the following definitions apply as stated and further interpreted by and at the sole discretion of the Government's Contracting Officer.

Fully loaded labor rates or fully burdened labor rates - "Fully loaded" or "fully burdened" labor rates shall mean the full combination any and all costs, including but not limited to any combination of benefits, G&A, fee, profit, incentives, differentials, bonuses, or other fees or costs, included with direct labor . "Fully loaded labor rates" shall be the basis for the labor category CLIN structure hourly rates of this contract.

Day - For the purposes of this contract "day" means calendar day unless otherwise specified, and includes any whole or partial day(s) following a deliverable due date. If a deliverable due day falls on a Federal holiday, the deliverable is due the following business day.

Direct Labor Rates – The hourly rates of pay actually paid to employees as indicated for the applicable labor categories.

Administrative Handling Rate – "Administrative Handling Rate" shall mean the total cost as a percent (expressed as percent in four digits to the second decimal place [i.e. "06.25"]) applied as "overhead, others fees or costs" added to any and all non-labor costs incurred at the direction of the Government.

Contractor – "Contractor" shall mean the individual or specific team initially awarded the contract under this solicitation, or as contractually changed with the Government through advanced written request by the Contractor to the Government and advanced written approval by the Government's Contracting Officer.

Subcontractor – "Subcontractor shall mean any person or entity engaged by the Contractor under this contract or its task orders to perform work where a "Subcontracting pass through rate" or any part there of applies, and/or the person or entity engaged is not a direct employee of the Contractor.

Subcontracting Pass Through Rate – "Subcontracting pass through rate" shall mean the total cost differential (expressed as percent in four digits to the second decimal place [i.e. "06.25"]) applied to any potential subcontracting arrangement under this contract.

## **L.12 INCUMBENT CONTRACTOR**

The incumbent contractor is MacroSys Research and Technology, whose office address is:

Suite 312  
888 17<sup>th</sup> Street, N. W.  
Washington, D. C. 20006

MacroSys had been performing as an incumbent under Contract No. DTTS59-02-D-00463 until about March 1, 2008. Beginning on or about March 1, 2008, and continuing through the present time, MacroSys has been performing as an incumbent under Contract No. DTOS59-08-D-00504. The Statement of Work appearing in this BTS ATS Solicitation No. DTOS59-08-R-00016 differs substantially from the Statements of Work used in the two incumbent contract documents. In addition, most of the information set forth in, and relating to, the two incumbent contract documents is proprietary to MacroSys. Therefore, FOIA requests for information concerning the incumbent contract documents would not result in the disclosure of information useful to offerors competing under this BTS ATS Solicitation No. DTOS59-08-R-00016. MacroSys is eligible to compete under this BTS ATS Solicitation No. DTOS59-08-R-00016.

### **L.13 COST-AND-PRICING RATE-SUPPORT THAT MUST BE INCLUDED IN EACH OFFEROR'S INITIALLY-SUBMITTED VOLUME II PROPOSAL**

Certified cost and pricing data are required under this effort. Therefore, each prime offeror must include, in its initially-submitted Volume II Proposal, a completed and signed Certificate of Current Cost or Pricing Data. And a separate completed and signed Certificate of Current Cost or Pricing Data for each separate proposed subcontractor and for each separate proposed independent consultant must also be included in each prime offeror's initially-submitted Volume II Business and Cost / Price Proposal. Thus, for example, if a given prime offeror is proposing to use three subcontractors and five independent consultants on this project, then that prime offeror's Volume II Cost Proposal will include a grand total of *nine* separate Certificates of Current Cost of Pricing Data (one for the prime offeror, one each for the three subs, and one each for the five consultants). A *blank* Certificate of Current Cost or Pricing Data can be found by typing the phrase "Certificate of Current Cost or Pricing Data" into any Internet search engine, such as Yahoo.

**The Volume II Proposal shall include all pricing information and certain general financial/organizational information, as is described below:**

#### **A. Cost/Price Information**

- 1. Each Offeror shall submit, in its Volume II Proposal: (a) a separate budget summary covering each separate year of performance of this five-year project, for each separate Task of this Solicitation's Statement of Work (there are ten Tasks); thus each Offeror shall submit fifty such budget summaries (ten separate Tasks, times five project-years); and (b) a separate budget summary showing the total price for each separate numbered Task, counted across the entire five-year potential period of performance; thus each Offeror shall submit ten such 5-year budget**

summaries (one for each separate Task); and (c) a separate budget summary showing the total proposed price for each separate year of the project (counted across all Tasks); thus each Offeror shall submit five of those yearly budget summaries (one for the first year of the project, and one for the Optional second year, one for the Optional third year, and so on, through the Optional fifth year); and (d) a *comprehensive* budget summary which includes all five potential years and *all* 10 Tasks. For each separate required budget summary described above in this paragraph, the Offeror shall compile and provide, on the Offeror's own spreadsheet, a display of the Offeror's proposed pricing that explicitly shows: (a) estimated Direct Labor costs, by labor category (job-title), and the un-loaded hourly pay rate of each particular labor category; (b) estimated fringe benefits dollar-costs, by labor category, and the fringe benefits percentage rate, by labor category, and the base to which the fringe benefits rate is applied; (c) estimated overhead dollar-costs, by labor category, and the overhead percentage rate, by labor category, and the base to which the overhead percentage rate is applied; (d) estimated Other Direct Costs; (e) estimated un-loaded travel costs; (f) the estimated dollar-amount of the General & Administrative Expense (G & A), and the percentage rate of G & A, and the base to which the G & A percentage rate is applied; (g) the estimated dollar-amount of Facilities Capital Cost of Money (FCCM), and the percentage rate for FCCM, and the base to which FCCM is applied; and (h) the estimated dollar-amount of profit (fee), and the profit percentage rate, and the base to which the profit percentage rate is applied. In lieu of explicitly breaking out and supporting direct labor, fringe benefits, overhead, G & A, FCCM, and profit, an offeror could propose a set of GSA-approved fully-loaded hourly pay rates that: (1) are explicitly shown on a GSA contract that is held by the offeror and that was issued under a GSA Schedule; and (2) are associated with GSA-Schedule-Labor-Categories that are equivalent to the labor categories specified in this BTS ATS Solicitation; and (3) are applicable to the calendar-time-periods of this BTS ATS project; but any offeror relying upon any such GSA-approved rates shall include a full copy of the applicable GSA-contract-document(s) in Volume II of the offeror's proposal for this BTS ATS project. On each separate required budget summary described in this paragraph, the Offeror shall include and shall display the applicable price of each proposed subcontractor and consultant. In *addition*, all Offerors shall submit the pricing break-outs described in paragraphs numbered 2 through 6 appearing approximately five pages below. The Offeror's Business and Cost/Price Proposal shall be compiled based on the assumption that the contract work will *start* on January 1, 2009, and the Offeror's estimated proposed pay escalations shall be computed accordingly---not forgetting to include a realistic allowance for any pay raises that are likely to occur: (i) between the date on which the Offeror submits its proposal and January 1, 2009; and (ii) during the very first year of this Solicitation's project. Before submitting its proposal, each Offeror shall meticulously cross-check the configuration of staffing hours shown in its Volume II Cost Proposal, against the configuration of staffing hours shown in its Volume I proposal; and in performing that cross-check, each Offeror shall completely eliminate any inconsistencies between the Volume I Proposal and the Volume II Proposal.

- a. **Hours:** Use precisely the direct productive labor hour estimates given in this BTS ATS Solicitation.
- b. **Even-Flow-of Work Assumption:** Each Offeror shall construct its proposal by assuming that the level of effort expended in the *first*-year of this BTS ATS project (i.e., in the Base Year) will be *equal* to that expended in the Optional *second*-year of the project, which in turn will be equal to that expended in the Optional third year, and so on, through the Optional fifth year of the project. Each Offeror's proposal shall be based on the further assumption that the work will flow evenly within any particular year of the project. Assume that the project's work will begin on January 1, 2009.
- c. **Travel Costs:** Each Offeror shall propose a total un-loaded travel cost of \$80,000 per project year (\$80,000 x 5 potential years = \$400,000 un-loaded grand total travel cost for entire project). In addition to the un-loaded travel costs mentioned in this paragraph, an Offeror shall either: (a) also propose any indirect costs (such as General & Administrative Expense) which the Offeror's accounting system allows to be applied to un-loaded travel costs; or (b) explicitly confirm, in the Volume II Proposal, that for the entire five-year Period of Performance of any resulting contract, the Offeror is waiving the right to apply indirect rates to travel costs incurred under this particular project. Each Offeror shall allocate its proposed un-loaded travel costs to the prime Offeror and to the proposed subs and consultants in a manner not inconsistent with the Offeror's staffing proposal. Proposed un-loaded travel costs need not be itemized (by city-pairs, by travelers' names, by purposes of travel, etc.). Notwithstanding the use of prescribed un-loaded dollar figures for the travel costs to be shown in the Offeror's proposal, travel will be cost-reimbursable under each IDIQ contract resulting from this Solicitation-----except as may be otherwise agreed to in the negotiation of any particular Task Order(s) awarded under any such IDIQ contract(s).
- d. **Other Direct Costs (ODCs):** Each Offeror shall propose total un-loaded Other Direct Costs of \$170,000 per project year (\$170,000 x 5 potential years = \$850,000 un-loaded grand total Other Direct Costs for entire project). In addition to the un-loaded Other Direct Cost figures mentioned in this paragraph, an Offeror shall: (a) also propose any indirect costs (such as General and Administrative Expense) that the Offeror's accounting system allows to be applied to un-loaded Other Direct Costs; or (b) explicitly confirm, in the Volume II Proposal, that for the entire five-year Period of Performance of any resulting contract, the Offeror is waiving the right to apply indirect cost rates to Other Direct Costs incurred under this particular project. The term "Other Direct Costs" includes items such as equipment, materials, photocopying, faxes, long distance telephone calls, postage, overnight deliveries, etc. Each Offeror shall allocate its proposed un-loaded

Other Direct Costs to the prime Offeror and to the proposed subs and consultants in a manner not inconsistent with the Offeror's staffing proposal. Proposed Other Direct Costs need not be itemized by category (e. g. photocopying, faxes, etc.) and need not be itemized by number of units (pages, call-minutes, etc.) Notwithstanding the use of prescribed un-loaded dollar figures for Other Direct Costs, ODCs will be cost-reimbursable under each IDIQ contract resulting from this Solicitation---except as may be otherwise agreed to in the negotiation of any particular Task Order(s) awarded under any such IDIQ contract(s).

Budget summaries shall clearly identify the following information as applicable:

- e. Direct labor by labor categories (job titles) and by named individual, to include hours, un-loaded hourly pay rates, and pay escalations. These data shall be provided for the prime Offeror and for all proposed sub-contractors and consultants. Support each proposed non-consultant individual's actual current un-loaded hourly pay rate, by providing, in the Volume II Proposal, a copy of the individual's most recent payroll record, showing the person's actual current un-loaded hourly pay rate. (The individual's Social Security Number, date of birth, home address, and retirement data may be redacted from each payroll record provided with the Offeror's Volume II Proposal.) If the payroll record does not explicitly show the person's actual current un-loaded hourly pay rate, then derive the individual's actual current un-loaded hourly pay rate by showing----- in pen-and-ink, on the payroll record---the assumptions (number of hours contained in a pay period) and the calculations (usually gross pay divided by number of hours in the pay period) that produce the individual's actual current un-loaded hourly pay rate. For example, an Offeror's cost proposal might explain that a particular proposed individual's actual current \$50.00 un-loaded hourly pay rate is computed by dividing the individual's \$4,000 gross pay by the 80 working hours contained within his standard pay period.) For each proposed independent consultant (i. e., a person who would be working on this particular project entirely independently of any employing organization, and who would not be sharing any of her/his earnings under this project with any employing organization, and who does not own or rent any commercial office space that would be used in performing this project, and who would not be paying any other person to help her/him perform this project), provide a copy of at least two actual invoices in which the particular consultant in question has billed a client at---and has been paid by that client at---a flat hourly consulting rate approximately equal to or greater than the starting hourly consulting rate being proposed by that particular consultant for this project. For each proposed non-consultant, show precisely how the individual's proposed starting un-loaded hourly pay rate for this project was computed from the individual's actual current un-loaded hourly pay rate; in other words, show the escalation rate that was applied to the individual's actual current un-loaded hourly pay rate to derive his or her estimated starting un-loaded

hourly pay rate for this Solicitation's project. For each proposed consultant, show how the individual's proposed starting hourly consulting pay rate for this project was computed from the hourly consulting rate that was supported by the consultant's invoices----again, state explicitly each estimated pay escalation rate that was used in deriving the consultant's proposed starting hourly consulting pay rate for this project. For each proposed individual employed within the prime offeror's company, and also for each proposed individual employed within a proposed subcontractor company, and also for each proposed independent consultant, state explicitly what annual percentage pay escalation rate is being proposed, and state explicitly whether each such annual percentage pay escalation rate includes: (a) only an allowance for inflation; or (b) only an allowance for merit pay raises; or (c) an allowance for both inflation and merit pay raises. For each proposed non-consultant individual, show precisely how the proposed annual percentage pay escalation rate was used to compute each particular out-year un-loaded hourly pay rate. For each proposed consultant, show how the proposed annual percentage pay escalation rate was used to compute each out-year hourly consulting pay rate.

*Note: Offerors must relate their proposed labor categories to the Government's desired labor categories described above. That is, each offeror's Master Staffing Table and pricing spreadsheets must explicitly show the precise labor-category (job-title) names that are given in this Solicitation's table of estimated staffing hour (for example, "Project Manager", "Program Manager", "Senior Economist", "Economist", "Senior Research Analyst", etc.).*

- f. The term "indirect cost" includes fringe benefits, overhead, material overhead, general & administrative expense, facilities capital cost of money, and any other cost element that would not be charged as a direct cost. The term "indirect cost percentage rate" means any percentage-rate-number (for example, 30%) that is actually used, in compiling the pricing spreadsheets that appear in the offeror's Volume II Proposal, to recover some particular indirect cost. For example, a fringe benefits rate of 30% of direct labor costs, would be an "indirect cost percentage rate", as would an overhead rate of 81% of direct labor and fringe benefits costs. Each and every pricing spreadsheet that is presented in the offeror's Volume II Proposal must explicitly show each of, and show all of, the *indirect* cost percentage rates that were used in compiling the pricing spreadsheet in question, and must also explicitly show and state the cost-base to which each particular indirect cost percentage rate is applied , and must show the resulting dollar amount of each particular indirect cost. Those data shall be provided in all of the pricing spreadsheets in the offeror's Volume II Proposal, and not only for the prime Offeror but also for all proposed subcontractors (but not for independent consultants, as defined above). The Volume II Proposal must also include support (such as cost pools and bases and computations of resulting indirect cost percentage rates; or DCAA approval letters for

indirect cost percentage rates) for all indirect cost percentage rates that are used in pricing out the Volume II Proposal, and not only for the prime offeror but also for every proposed sub. Absolutely no indirect cost percentage rate that is used in pricing out the Volume II Proposal is allowed to be un-stated or un-supported in the Volume II Proposal. For any particular indirect cost percentage rate that the Volume II Proposal supports with a DCAA approval letter, the Volume II proposal must include a copy of the most recent available DCAA approval letter (on DCAA letterhead stationery) for the indirect cost percentage rate in question, and must also include the name, title, current telephone number, current e-mail address, and current physical mailing address of the cognizant DCAA auditor and of that auditor's DCAA supervisor. For any particular indirect cost percentage rate that the Volume II Proposal supports with an indirect cost pool and base and computation of the resulting indirect cost percentage rate, the cost pool and base that were used in deriving that particular indirect cost percentage rate must be the pool and base for the organization's most recent completed fiscal year for which the cost pool and the base are available---but in no event can the cost pool and base be for a fiscal year that ended any earlier than May 31, 2006. In lieu of explicitly breaking out and supporting direct labor, fringe benefits, overhead, G & A, FCCM, and profit, an offeror could propose a set of GSA-approved fully-loaded hourly pay rates that: (1) are explicitly shown on a GSA contract that is held by the offeror and that was issued under a GSA Schedule; and (2) are associated with GSA-Schedule-Labor-Categories that are equivalent to the labor categories specified in this BTS ATS Solicitation; and (3) are applicable to the calendar-time-periods of this BTS ATS project; but any offeror relying upon any such GSA-approved rates shall include a full copy of the applicable GSA-contract-document(s) in Volume II of the offeror's proposal for this BTS ATS project.

*Note: Offerors must provide dollar values of proposed indirect costs, as well as percentage rates.*

- g. A table showing the proposed fully-loaded hourly pay rate(s) for each particular individual in each particular labor category. Provide that information not only for the prime offeror's own proposed staff members, but also for all proposed staff members who are employed by any proposed subcontractor, and also for each and every proposed independent consultant. For each proposed staff member who is employed by a proposed subcontractor, and also for each proposed individual who would be serving as an independent consultant, provide one table showing each individual's loaded hourly pay rate without the prime offeror's loadings, and provide a separate table showing each individual's loaded hourly pay rates with the prime offeror's loadings included.
- h. Other direct costs and travel costs (see sub-paragraphs c and d above) need not be itemized.

- i. In compiling its proposal for this project, each offeror shall assume that: (a) 75% of the work, in all labor categories and in all years of the project, will be performed in Federal office space in DOT's headquarters located at 1200 New Jersey Avenue, S.E., Washington, D.C.; (b) 15% of the work, in all labor categories and in all years of the project, will be performed on the contractor's own premises; and (c) 10% of the work, in all labor categories and in all years of the project, will be performed in Federal office space not belonging to DOT but located in the Washington, D. C. metropolitan area. Although there is a possibility that a small amount of the work might be performed at locations other than those described in "a", "b" and "c" immediately above, possibly even including some work that might be performed at locations outside the United States, such other locations (i.e., other than those described in "a", "b" and "c" above) are not now sufficiently definitized to be used as a basis for any offeror's proposal.

Occasional work may be performed at other field activity locations, including disaster recovery and/or continuity of operations locations.

No locality differential payments are applicable to the BTS ATS project.

- j. Each pricing spreadsheet included in the Volume II Proposal shall explicitly show the proposed profit dollar amount and the proposed profit percentage rate and shall state explicitly what cost base the proposed profit percentage rate is applied to.
- k. DOT sees no reason why any offeror's (or sub's) profit percentage rates proposed under this Solicitation should be any higher than 8% of all costs. Offerors and subs are strongly discouraged from proposing any profit percentage rate greater than 8% of all costs.
- l. Note: Each proposal submitted under this Solicitation shall include a copy of the offeror's Insurance Schedule or Schedule(s) evidencing each and all of the specific kinds of insurance coverage mentioned above in this BTS ATS Solicitation.

The information described in paragraphs numbered a through l, immediately preceding, is necessary to determine the adequacy of the Offeror's proposal; to validate that the proposed costs are consistent with the technical proposal; and, to help identify unrealistically priced proposals.

2. Any information submitted must support the price proposed. Include sufficient detail or cross-references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Government to evaluate the documentation
3. **NOTE:** Each Offeror must either: (a) add applicable indirect costs onto the un-loaded travel costs and onto the un-loaded Other Direct Costs prescribed above; or (b) explicitly confirm that the Offeror, if awarded the contract, will never apply any indirect rates to un-loaded travel costs nor to un-loaded Other Direct Costs incurred under any resulting contract.
4. Your proposal must include a statement regarding availability of facilities and equipment necessary to accomplish the required work. If any or all of the required facilities are Government owned, a complete listing of these facilities is required and name of the cognizant Government agency furnishing the facilities and the facilities contract number(s).
5. **Subcontracts/ Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following minimum information concerning each subcontractor and each consultant shall be furnished:**
  - a. Name and address of the subcontractor or consultant.
  - b. Statement of work and work plan (schedule) for the portion of work to be conducted by the subcontractor or consultant.
  - c. Names and positions of personnel who will work on the project.
  - d. A letter or other statement from each proposed consultant and/or subcontractor indicating that he has been approached on the matter of participation in this study and that he is willing and able to do so in the terms indicated.
  - e. A cost and price analysis of each Subcontractor/ Consultant proposal, as required under FAR 15.404-3. **In addition, show each proposed subcontractor's proposed pricing on a separate spreadsheet; and, be sure to show each separate subcontractor's pricing elements in the same level of analytical detail as is required for the prime Offeror's internal pricing, and by named individual staff member and by labor category and by project *year* and by *Task*, just as was required for the prime Offeror. And show each proposed independent consultant's pricing on a separate spreadsheet, down to the level of the consultant's proposed numbers of staffing hours and the consultant's proposed flat loaded hourly consulting pay rate(s) for those proposed hours----and by Task and by project year, just as is required for the prime Offeror.**
6. Facilities Capital Cost of Money

If you intend to claim facilities capital and cost of money as a cost element of your proposal, you must complete and include Form CASB-CMF in your cost proposal. Form CASB-CMF is not required of Offerors who submit the form to support forward pricing rate agreements or who otherwise make annual submissions of the form to a cognizant Federal administrative or Federal auditing office.

#### **L.14 TABLE OF ESTIMATED STAFFING HOURS FOR A 12-CALENDAR-MONTH PERIOD**

The following table shows DOT's best estimate of the configuration of staffing hours that might need to be worked during a single 12-calendar-month period of the BTS ATS project. The following table would apply to *any* single 12-calendar-month period (i.e., to the Base Year, or to Option Year One, or to Option Year Two, etc.). In other words, DOT's estimated configuration of aggregate grand total staffing hours, as counted across the entire potential 5-calendar-year Period of Performance of the BTS ATS project, would have numbers of hours that are precisely five times the numbers that are shown in the following table.

The estimates given in the estimated staffing table below are stated in direct productive labor hours. Direct productive labor hours are defined as actual work hours, exclusive of vacation, holiday, sick leave and all other absences. Because each resulting contract will be an IDIQ task order type contract, no one can predict with certainty the number of task orders that will ultimately be issued for the BTS ATS project, and no one can predict with certainty the configuration of staffing hours that will actually turn out to be needed in the performance of each individual task order ultimately issued for that project. Because it is impossible to predict the precise configuration of staffing hours that will ultimately be *worked* on this project, and because of the need for *direct-comparability* among the various competing offerors' proposed *prices* submitted in response to this Solicitation, DOT is instructing each offeror to propose, for each separate year of this project, precisely the configuration of staffing hours that is given in the estimated staffing table below. The estimates given in the estimated staffing table below are stated on a per-calendar-year (one-year) basis. DOT has no reason for assuming that the configuration of staffing-hours worked in any one project-year would differ from the configuration of staffing-hours worked in any other project year. And because each resulting IDIQ contract will have a potential five-year Period of Performance, each offeror's grand total aggregate numbers of proposed staffing hours, as counted across *all five* project years, will be five times the numbers of staffing-hours that are shown in the following estimated one-year staffing table.

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Analytical and Technical Support - Estimated Staffing Hours for a 12-calendar - month Period

Tasks

<b>Labor Category</b>	Database Development, Maintenance and Support	Economics and Analysis Technical Support	Freight, Travel and Other Transportation Data Technical Support	Global Trade and Transportation Research Studies	U.S. Domestic and International Data Processing, Analysis and Support	Outreach and Education Support	Program/Project Management	Survey Review, Analysis, Research and Data Processing	Transportation Analysis and Research Support	Safety, Security and Hazardous Materials Analysis and Research Support	<b>Total</b>
Project Manager	100.00	100.00	100.00	100.00	100.00	100.00	980.00	100.00	100.00	100.00	1,880.00
Program Manager	100.00	100.00	100.00	100.00	100.00	100.00	980.00	100.00	100.00	100.00	1,880.00
Senior Economist	100.00	400.00	470.00	200.00	200.00	100.00	0.00	100.00	210.00	100.00	1,880.00
Senior Economist	100.00	400.00	220.00	200.00	360.00	100.00	0.00	100.00	300.00	100.00	1,880.00
Economist	0.00	330.00	330.00	330.00	330.00	0.00	0.00	230.00	0.00	330.00	1,880.00
Economist	0.00	330.00	330.00	330.00	330.00	0.00	0.00	230.00	0.00	330.00	1,880.00
Sr. Transportation Specialist	100.00	200.00	220.00	600.00	400.00	0.00	0.00	100.00	160.00	100.00	1,880.00
Sr. Transportation Specialist	100.00	200.00	220.00	600.00	400.00	0.00	0.00	100.00	160.00	100.00	1,880.00
Transportation Specialist	330.00	330.00	330.00	100.00	100.00	50.00	0.00	330.00	310.00	0.00	1,880.00
Transportation Specialist	330.00	330.00	330.00	100.00	100.00	0.00	0.00	0.00	360.00	330.00	1,880.00
Sr. Geographer	300.00	330.00	330.00	300.00	300.00	50.00	0.00	50.00	120.00	100.00	1,880.00
Geographer	300.00	330.00	330.00	300.00	300.00	0.00	0.00	0.00	200.00	120.00	1,880.00
Senior Research Analyst	200.00	200.00	184.00	200.00	300.00	200.00	0.00	296.00	100.00	200.00	1,880.00
Senior Research Analyst	150.00	200.00	100.00	200.00	300.00	200.00	0.00	300.00	130.00	300.00	1,880.00
Research Analyst	500.00	200.00	200.00	200.00	100.00	80.00	0.00	100.00	100.00	400.00	1,880.00
Research Analyst	500.00	200.00	200.00	200.00	100.00	60.00	0.00	100.00	120.00	400.00	1,880.00
Sr Survey Methodologist	0.00	0.00	500.00	0.00	0.00	0.00	0.00	1,300.00	0.00	80.00	1,880.00
Survey Methodologist	0.00	0.00	300.00	0.00	200.00	100.00	0.00	1,100.00	0.00	100.00	1,800.00
Survey Methodologist	0.00	0.00	300.00	0.00	200.00	100.00	0.00	1,100.00	0.00	100.00	1,800.00
Sr. Statistician	200.00	400.00	200.00	200.00	200.00	0.00	0.00	280.00	200.00	200.00	1,880.00
Statistician	200.00	400.00	200.00	200.00	200.00	0.00	0.00	280.00	200.00	200.00	1,880.00
Database Administrator	400.00	0.00	400.00	0.00	680.00	0.00	0.00	0.00	0.00	400.00	1,880.00
Senior Systems Analyst	400.00	0.00	400.00	0.00	680.00	0.00	0.00	0.00	0.00	400.00	1,880.00
Systems Analyst	400.00	0.00	400.00	0.00	680.00	0.00	0.00	0.00	0.00	400.00	1,880.00
Sr. Research Assistant	200.00	200.00	200.00	200.00	200.00	100.00	0.00	200.00	380.00	200.00	1,880.00
Research Assistant	200.00	200.00	200.00	200.00	200.00	100.00	0.00	200.00	380.00	200.00	1,880.00
Research Assistant	200.00	200.00	200.00	200.00	200.00	100.00	0.00	200.00	380.00	200.00	1,880.00
Research Assistant	200.00	200.00	200.00	200.00	200.00	100.00	0.00	200.00	380.00	200.00	1,880.00
Research Assistant	400.00	0.00	400.00	0.00	680.00	0.00	0.00	0.00	0.00	400.00	1,880.00
IT Specialist	400.00	0.00	400.00	0.00	680.00	0.00	0.00	0.00	0.00	400.00	1,880.00
<b>Total Task Hours</b>	<b>6,410.00</b>	<b>5,780.00</b>	<b>8,294.00</b>	<b>5,260.00</b>	<b>8,820.00</b>	<b>1,640.00</b>	<b>1,960.00</b>	<b>7,096.00</b>	<b>4,390.00</b>	<b>6,590.00</b>	<b>56,240.00</b>

**L.15 LOGISTICAL CONSIDERATIONS FOR GETTING HARD-COPY PROPOSALS INTO THE REQUIRED DELIVERY POINT IN THE DOT HEADQUARTERS BUILDING**

**(Please show this RFP's identifying number (DTOS59-08-R-00016) and this RFP's closing date on the *OUTSIDE* of the box(es) or container(s) in which your proposal is submitted to DOT.)**

**NOTE:** In the *past*, couriers could deliver proposals *directly* to individual offices located within DOT's headquarters building. But special security procedures have since been instituted which now *prohibit* couriers from delivering material *directly* to individual *offices* located within DOT's headquarters Building. *Couriers* must *now* deliver material to a *guard station* at the DOT headquarters building. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the OST Acquisition Services Division (M-63) through the normal mail delivery procedures, which could take many working days. Couriers and individuals who instead intend to hand-carry packages *all the way to the required M-63 delivery point* must have such packages x-rayed behind a guard station in the DOT headquarters building (hours of operation: 7 am to 5 pm local time) prior to delivery to M-63. The delivery of proposals all the way to M-63, by courier or by any other person, will consequently take *longer* than it did *prior* to the institution of those special security procedures. Offerors must now make *allowances* for those new security procedures in order to assure that their proposals do physically arrive *in M-63* on time. **Proposals must be physically received in the OST Acquisition Services Division (M-63), in Room W83-497 on Floor 8W of DOT's new West headquarters building, located at 1200 New Jersey Avenue, S.E., Washington, D. C. 20590, by this Solicitation's stated time and date due, in order to be considered timely**---  
**not** merely delivered to a guard station, to a DOT mail room, to a loading dock, to a courier, to a post office, or to an overnight delivery service. To assist in expediting delivery, the outside of the box(es) or container(s) that enclose the offeror's proposal must show this RFP's identifying number (DTOS59-08-R-00016) and must show this RFP's closing date. See the suggested precautions, below.

**NOTE: SUGGESTED PRECAUTIONS REGARDING SUBMITTAL OF PROPOSALS:**  
Because of the difficulty in delivering packages to DOT (see the separate "Note" appearing immediately above), it is strongly recommended that each Offeror arrange to have the complete hard original and the 9 complete hard copies and the CD copies of its proposal all hand-carried, by an employee of the offeror-company, to the guard station in the DOT headquarters building not later than the morning of the day before this Solicitation's stated due-date for receipt of proposals. And each offeror who uses that delivery procedure should tell Mr. Mowery about the impending hand-delivery by sending an e-mail to Mr. Mowery on the day before the delivery is to be made. And each offeror who uses that delivery procedure should have its delivering employee send an e-mail to Mr. Mowery and / or place a cell-phone call to Mr. Mowery approximately 30 minutes before the delivering employee believes that she or he will be arriving at the DOT guard station with the proposal in hand. And upon the delivering employee's actual arrival at the DOT guard station, the employee should again call Mr. Mowery and / or send an e-mail message to Mr. Mowery, advising Mr. Mowery that the employee is at the guard station with the proposal in hand. Upon receipt of such notifications regarding impending deliveries of proposals, Mr. Mowery will make a good-faith attempt to meet each delivering employee at the DOT guard station, for the purpose of escorting the employee and the proposal through DOT's

security system and into M-63. **However, an Offeror's inability to get such a message and / or cell phone call through to Mr. Mowery, or Mr. Mowery's inability to meet the delivering employee at the DOT guard station, shall not relieve the Offeror of the requirement that its proposal physically arrive in Room W83-497 of M-63 by the RFP's closing date and closing time. In other words, the mere sending of e-mails or the placing of telephone calls or the leaving of voice mail messages for Mr. Mowery does not extend the RFP's closing date or closing time for any Offeror, and does not change the proposal's required physical delivery point: OST Acquisition Services Division (M-63), in Room W83-497 on Floor 8W of DOT's new West headquarters building, located at 1200 New Jersey Avenue, S.E., Washington, D. C. 20590 . It is further recommended that each Offeror place a follow-up telephone call and send a follow-up e-mail to Mr. Mowery, on the morning of the RFP's closing date, to verify that the proposal and all of the required copies have in fact been received in Room W83-497 of M-63. An Offeror's taking the precautions recommended in this paragraph must not be construed as a guarantee that the proposal will in fact arrive in Room W83-497 of M-63 on time. Rather, these precautions are merely intended to minimize the likelihood that the proposal will be received late in Room W83-497 of M-63 and will therefore be excluded from the competition.**

#### **L.16 PROCUREMENT INTEGRITY AND PROPRIETARY INFORMATION**

**NOTE: Procurement Integrity Act and Proprietary Information: See FAR 3.104 Procurement Integrity and FAR 3.104-4, Disclosure, protection, and marking of contractor bid or proposal information and source selection information.** Specifically, each Offeror should place the legend "SOURCE SELECTION INFORMATION – SEE FAR 3.104" on the title page of its proposal and on each page that is believed to contain source selection information.

#### **L.17 NO PRE-PROPOSAL CONFERENCE**

DOT does not plan to conduct any pre-proposal conference for prospective offerors.

#### **L.18 AWARD WITHOUT DISCUSSION**

As prescribed by FAR 52.215-1(f)(4), the Government reserves the right to evaluate proposals and to award a contract or contracts without discussion with Offerors (except for obtaining clarifications as described in FAR 15.306(a)). Therefore, each Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. See further provisions, in FAR 52.215-1(f)(4), regarding the possible establishment of a Competitive Range.

#### **L.19 ORAL PRESENTATIONS**

Based on the Offerors' initially-submitted written proposals, and based on any Government-requested clarifications of those initial written proposals, the Government will either: (a) make an award without discussion, as is stated in the paragraph immediately above; or (b) if the Contracting Officer determines that discussions are necessary, establish a Competitive Range for this procurement. If the Government does establish a Competitive Range rather than making an award without discussion, then the Government reserves the right to require that an oral presentation be made by each Offeror whose initial written proposal (including any Government-requested clarifications of that initial written proposal) was determined by the Government to be within this procurement's Competitive Range or reduced Competitive Range. But if a Competitive Range is established, the Government also reserves the right to waive oral presentations and to select the awardee or awardees (after engaging in any discussions and negotiations deemed necessary by the Government) from among those Offerors whom the Government determined are within this procurement's Competitive Range or reduced Competitive Range.

#### **L.20 DOT'S RESERVED RIGHT TO ESTABLISH A REDUCED COMPETITIVE RANGE**

It must be understood that any competitive range established by DOT shall include all of the most highly rated proposals unless the competitive range is further reduced by DOT for purposes of efficiency pursuant to FAR 15.306(c)(2), and it must be further understood that if the competitive range is reduced for purposes of efficiency, then any proposals outside that reduced competitive range will automatically be eliminated from any further consideration.

#### **L.21 MORE DETAIL REGARDING THIS SOLICITATION'S SCOPE OF COMPETITION**

This is a competitive 8(a) set-aside procurement. Each prime offeror, and each prime contractor, must be an SBA-certified 8(a) company. Moreover, the majority of the work performed under any given IDIQ contract resulting from this Solicitation must be performed by the PRIME (i.e., 8(a)) contractor. "Majority of the work" means ALL of the following: (a) at least 51% of the IDIQ contract's DOLLARS must be earned internally within the prime contractor's company; and (b) at least 51% of the IDIQ contract's staffing HOURS must be worked internally within the prime contractor company; (c) at least 51% of any given Task Order's DOLLARS must be earned internally within the prime contractor company; and (d) at least 51% of any given Task Order's staffing HOURS must be worked internally within the prime contractor company.

#### **L.22 OBTAIN A DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**

**A Dun and Bradstreet (D & B) Universal Numbering System (DUNS) number is now required on any proposal for a Federal contract. The Offeror's organization must obtain a DUNS number as preparation for doing business electronically with the Federal Government. The DUNS number is**

a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D & B). If an Offeror under this RFP No. DTOS59-08-R-00016 does not already have a DUNS number, then the Offeror must obtain one before submitting its proposal. The process to request a DUNS number takes about 10 minutes and is free of charge. An Offeror may call D & B at 1-800-333-0505 to register and obtain a DUNS number, or may obtain one by accessing the D & B website at <http://www.dnb.com/product/eupdate/requestOptions.html>. If using the web site, be sure to click on the link that reads “DUNS Number only” at the bottom right-hand corner of the screen, to access the free registration page. Please note that registration via the web site may take up to 14 business days to complete.

### L.23 MORE DETAIL CONCERNING THIS SOLICITATION’S NAICS CODE

For purposes of this solicitation, and for the resultant base (IDIQ) contract(s) and task orders, each offeror shall be required to qualify as an 8(a) small business under North American Industry Classification System (NAICS) Code 541611.

The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 ([13 CFR part 121](#)), Small Business Size Regulations. SBA's size regulations pertaining to Federal procurement are also found in the Federal Acquisition Regulation, [48 CFR part 19](#). Size standards can also be found in SBA’s website.

See the sources mentioned in the immediately preceding paragraph, for the small business size standard, and for the precise revenue-counting-rules, that are associated with NAICS Code 541611. As a high-level *simplification*, the size standard for NAICS Code 541611 is an average annual gross revenue not exceeding \$7,000,000, as computed over the 8(a) offeror’s three most recent fiscal years. However, the high-level simplification just stated is NOT a SUBSTITUTE for the offeror’s actually READING the revenue-counting rules given in the sources mentioned in the immediately preceding paragraph.

For information on the NAICS code, visit the NAICS Association web site at <http://www.naics.com/index.html>.

### L.24 CRUCIAL IMPORTANCE OF SUBMITTING “AWARD QUALIFICATION CRITERIA CERTIFICATION FORM”

**Offerors should note**, that proposals submitted without the required signed and dated **Attachment J-3 – Award Qualification Criteria Certification Form**, or that do not meet the **Award Qualification Criteria** stated in this Solicitation, will be considered “non-responsive” and will be given no further consideration in the evaluation or award process. As stated in the “Completeness and Format Table” appearing above in Section L of this Solicitation, the offeror’s Award Qualification Criteria Certification Form is to be included at the beginning of the Offeror’s Cost / Price Volume II Proposal.

Any proposal that is so deficient that it cannot be made acceptable without substantial correction, which would then constitute a new proposal, may be rejected and no discussions will be held with such rejected offerors. Failure to provide the information requested in this RFP may cause a proposal to be considered “non-responsive”.

Exceptions submitted in accordance with Section L may be grounds for dismissal from further consideration. The exceptions will not be evaluated separately, but will be considered as part of the overall evaluation and will be considered appropriately.

## **L.25 SUGGESTED DEADLINE AND FORMAT FOR QUESTIONS ABOUT THIS SOLICITATION**

All prospective are asked to please e-mail their questions about this Solicitation to [james.mowery@dot.gov](mailto:james.mowery@dot.gov) not later than 11:59 PM Eastern Time September 9, 2008. Each question should probably be worded in such a manner that the publishing of the question and its answer, in the FedBizOpps website, would not divulge to the public any information which the questioner does not want divulged. DOT currently estimates that by approximately September 16, 2008 there will be published in FedBizOpps a Solicitation Amendment disclosing the prospective offerors’ questions and DOT’s answers.

## **SECTION M: EVALUATION FACTORS AND AWARD PROCESS**

### **M.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following websites: <http://www.arent.gov> and <http://www.acqnet.gov>.

The clause(s) below are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>52.217-5</b>	<b>EVALUATION OF OPTIONS</b>	<b>JUL 1990</b>

### **M.2 BASIS FOR CONTRACT AWARD**

The award(s) shall be made to the Offeror(s) whose proposal is (are) determined to be the most advantageous to the Government. To this end, the BTS ATS Program services

acquisition award(s) will be made to offeror(s) whose proposal(s) are determined to represent the best value to the Government based on evaluation of the technical merits of each proposal submitted in response to this solicitation, and based on each offeror's past performance, and based on any potential risk, and based on overall and/or segmented costs. The award determination(s) will be at the sole discretion of the CO based on the potential "best value" overall to the Government. Best value, for the purpose of this acquisition, is defined as the evaluation and selection process that results in the most advantageous acquisition decision for the Government, and is performed through an integrated assessment and trade-off analysis among evaluation factors and Selection Factors, any potential risk, and overall and/or segmented costs.

The Government's objective is to obtain the highest technical quality considered necessary to achieve the functional objectives, with realistic and reasonable price. The Government may use a trade-off process as a means of selecting the most qualified Offeror(s) to support the requirements set forth in the Statement of Work contained in this RFP.

Proposals will be evaluated for technical merit, past performance and cost/price in accordance with the evaluation criteria and Selection Factors specified in Section M of this Solicitation.

Prospective Offerors are advised that a proposal meeting the objectives and requirements with the lowest cost/price may not necessarily be selected if award(s) from higher priced proposal(s) is (are) determined to be most advantageous to the Government. However, since this Solicitation's Section M does set forth a Price Evaluation Factor, and since the Government has reserved the right to make one or more awards without discussion (based on the proposals initially submitted), each offeror is cautioned regarding the importance of its Volume II cost/price proposal.

Each proposal must demonstrate to the Government's satisfaction that the Offeror will provide a program that will ensure the successful accomplishment of the statement of work consistent with the stated performance and technical parameters. The Government will evaluate each Offeror on the basis of the material presented in the Offeror's written proposal—except that the Government has reserved the right to look beyond the written proposals and to do its own research in the area of past performance. (The Government is *not*, however, *promising* to do its own research into past performance.)

To repeat: The Government reserves the right to make one or more awards based on initial proposals.

**Offerors should note**, that proposals submitted without the required signed and dated **Attachment J-3 – Award Qualification Criteria Certification Form**, or that do not meet the **Award Qualification Criteria** stated in this Solicitation, will be considered "non-responsive" and will be given no further consideration in the evaluation or award process.

Any proposal that is so deficient that it cannot be made acceptable without substantial correction, which would then constitute a new proposal, may be rejected and no discussions will be held with such rejected offerors. Failure to provide the information requested in this RFP may cause a proposal to be considered “non-responsive”.

Exceptions submitted in accordance with Section L may be grounds for dismissal from further consideration. The exceptions will not be evaluated separately, but will be considered as part of the overall evaluation and will be considered appropriately.

### **M.3 EVALUATION PROCESS**

Each proposal will be evaluated both quantitatively and qualitatively to determine the Offeror’s understanding of the RFP requirements and the extent to which the proposal provides the best value to the Government. Each proposal will be evaluated to determine the extent to which the Offeror meets or exceeds the requirements and has proposed a logical, well-defined and meaningful approach along with a sound methodology to meet the requirements of the RFP. The Government is conducting this source selection in accordance with the competitive negotiation source selection procedures contained in Federal Acquisition Regulation (FAR), Part 15.

Negotiations may be conducted with those offerors whose responsive, technically acceptable technical proposals, and whose satisfactory past performance, and whose well-supported and reasonable and realistic cost proposals, all place them in the competitive range. Negotiations will be conducted only to the extent deemed necessary by the Government. **Therefore, offerors are cautioned to submit proposals on the most favorable basis since the government reserves the right to make an award without discussion, in accordance with FAR 52.215-1, Instructions To Offerors -Competitive Acquisition.**

#### **M.3.1 Competitive Range**

The Contracting Officer will make the determination as to which offers are in the “Competitive Range.” The Competitive Range shall comprise the most highly rated proposals unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c) (2).

The initial number of offers considered as being within the competitive range may be reduced not only for purposes of efficiency, but also whenever the Government determines that an offeror no longer has a reasonable chance of being selected for award.

#### **M.3.2 Discussion/ Final Proposal Revision**

Each Offeror selected to participate in discussions will be advised of deficiencies, serious weaknesses, and other aspects whose remedying might materially enhance the Offeror’s proposal, and will be advised as to negative comments concerning past performance. Each such offeror will be given a reasonable opportunity to revise its Volume I and Volume II proposals accordingly, and to address unfavorable reports of past performance. A final common cut-off

date which allows a reasonable opportunity for submission of written responses to discussion issues will be established, and those Offerors remaining in the competitive range will be notified to submit a final proposal revision.

#### **M.4 EVALUATION OF OPTIONS**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### **M.5 COST/PRICE PROPOSAL**

The offeror's Cost/Price proposal will be submitted as a separate volume in the format prescribed in the solicitation, and retained by the cognizant Contracting Officer for review and use by the Government following completion of technical evaluations.

Cost/Price will be reviewed for reasonableness, realism/market consistency and balance. As a result of this review, cost/price will be used by the Government in its best value final award decision process. Since this Solicitation's Section M does set forth a Price Evaluation Factor, and since the Government has reserved the right to make one or more awards based on the proposals initially received, each offeror is cautioned regarding the importance of its Volume II cost/price proposal.

For realism/market consistency, proposed labor, materials and other cost elements provided in response to the solicitation will be compared to Government's Independent Cost Estimates, independent market survey research results, comparison of the relative price of the proposal and individual rates in each respective proposal, in relation to the other proposals and / or other identified references. Rates, materials or other costs found to be substantially lower than the "market" will require further evaluation of the proposal to ensure that performance will not be impacted by the low rates, inadequate materials, or the offeror's ability to perform. For balance, a review will be conducted of the costs within the proposal and determine whether labor, materials, warranty or other cost elements are considered consistent and/or adequate to provide continuity of service and/or deliverables. This analysis is intended to identify any unusual disparity, inconsistency or gaps associated with the cost proposal, as well as associate proposed Price/cost aspects of the Offeror's proposal with available industry and comparable information.

The offeror's performance success and cost savings plan (see "**H.31 PERFORMANCE SUCCESS and COST METRICS PLANNING and IMPLEMENTATION**") submitted as a part of the offeror's Cost/Price Proposal, shall be considered in the Cost/Price Proposal review with respect to how well it demonstrates qualitatively and quantitatively responsiveness to the Government's interest in awarding contracts and underlying task orders that clearly demonstrate the offeror's intent in providing quality services at optimum cost/price, as described in "H.31".

## M.6 UNBALANCED OFFERS

The Government reserves the right to reject an offer if it is materially unbalanced as to prices and it is determined that a contract award to such an offeror would not result in the lowest overall cost to the Government, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

## M.7 POSSIBLE PHASE II (ORAL PRESENTATIONS)

**Phase I:** In Phase I the Government will evaluate each Offeror's capabilities based on the Offeror's initially-submitted written proposal, and based on any clarifications obtained by the Government, using *all* of the Evaluation Factors listed in Section M of this Solicitation, as applied to the requirements listed in Sections C and L of this Solicitation. In Phase I, the proposals will be rated on every Evaluation Factor except price. Price will not be considered in Phase I until after the Offeror has been evaluated on all of the Phase I Evaluation Factors other than Price. Based on the Phase I evaluation, the Government will either: (a) make one or more IDIQ contract awards without discussion; or (b) if the Contracting Officer determines that discussions are necessary, then the Contracting Officer will establish a Competitive Range (and possibly a reduced competitive range, for purposes of efficiency), for this procurement, and then, if the Contracting Officer decides to waive oral presentations, the Government will engage in discussions (negotiation sessions) with those offerors whom the Government determined are inside the Competitive Range, or with only those offerors whom the Government determined are inside any reduced competitive range, and the Government will then require each offeror who was allowed to participate in discussions to submit a Final Proposal Revision (Best and Final Offer), and the Government will then evaluate each such Final Proposal revision, and finally the Government will select the IDIQ contract awardee(s) at the very end of this Phase I. It must be understood that any competitive range established in this Phase I shall include all of the most highly rated proposals unless the competitive range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2), and it must be further understood that if the competitive range is reduced for purposes of efficiency, then any proposals outside that reduced competitive range will automatically be eliminated from any further consideration. All offerors selected to participate in discussions will be advised of deficiencies, serious weaknesses, and other aspects whose remedying might materially enhance their proposal, but the Government will give that information to each such offeror in such a way that the Government stops short of spoon-feeding solutions to the offeror in question. All offerors selected to participate in discussions will also be advised as to negative comments concerning past performance. And those offerors selected to participate in discussions will be given a reasonable opportunity to revise the pricing and the technical parts of their proposal accordingly (in the Final Proposal Revision), and an opportunity to address unfavorable reports on past performance.

**Optional Phase II (Oral Presentations):** If, in Phase I, the Contracting Officer determines that discussions are necessary, and if in Phase I the Contracting Officer also decides not to waive oral presentations, then those Offerors that are determined to be within the Competitive Range or within any reduced Competitive Range will be invited to make an oral presentation to the Government's Technical Evaluation Panel. (However, the Government also reserves the right to

waive oral presentations.) If the Government does decide to require oral presentations, then the Government will evaluate an Offeror’s oral presentation using the Evaluation Factors listed in Section M of this Solicitation, as applied to the requirements listed in Sections C and L of this Solicitation. Following an Offeror’s oral presentation, the Government may discuss with the Offeror any technical issues and any matters relating to the Offeror’s technical plan, staffing plan and staffing qualifications, management, and past performance, and also any cost-and-pricing issues and any other “business” or “contract” issues. In Phase II the Government reserves the right to revise any rating previously given to an Offeror in Phase I----if, in the Government’s judgment, such a revision is warranted by any relevant information that comes to the Government’s attention: (a) during the Offeror’s oral presentation; or (b) in any Final Proposal Revision that the Government might request after oral presentations. And, after evaluating any such oral presentations and after evaluating the Final Proposal Revisions submitted after the oral presentations, the Government would then select the IDIQ contract awardee(s) at the very end of this Optional Phase II.

## **M.8 EVALUATION FACTORS FOR AWARD**

### **M.8.1 Non-Price Factors**

DOT will evaluate proposals based upon the following Non-Price Evaluation Factors:

- Factor 1: Management Approach
- Factor 2: Technical Approach
- Factor 3: Personnel
- Factor 4: Quality Control Plan
- Factor 5: Past Performance

### **M.8.2 Order of Importance**

The five Non-Price Evaluation Factors listed above, taken together (that is, taken in the aggregate), are more important than is the Price Factor.

The immediately following list shows the ranking of the Non-Price Evaluation Factors in declining level of importance—that is, the most important Non-Price Evaluation Factor is shown at the top of the immediately following list, and the least important Non-Price Evaluation Factor is shown at the bottom.

Factor 2: Technical Approach  
Factor 3: Personnel  
Factor 1: Management Approach  
Factor 5: Past Performance  
Factor 4: Quality Control Plan

### M.8.3 Evaluation of Non-Price Factors

The non-price factors will be evaluated as described below:

- Factor 1: Management Approach. Each Offeror will be evaluated on how well its overall program management approach will meet or exceed the requirements of the Solicitation. As a part of the evaluation just mentioned, DOT will evaluate the offeror on the matters specified in the two sentences immediately following this one. Each Offeror's Management Approach shall convincingly demonstrate that the offeror can and will—effectively and efficiently and punctually and cost-effectively—manage any IDIQ contract that might be awarded to the Offeror from this Solicitation, and similarly manage any task orders that might be issued under any such IDIQ contract. In addition, each Offeror's Management Approach shall convincingly and specifically demonstrate that the Offeror can and will perform—*simultaneously* and effectively and efficiently and punctually and cost-effectively—any and all Task Orders that might be scheduled, by DOT, to run *concurrently*, or to run in a *partially* overlapping manner.
- Factor 2: Technical Approach. Each Offeror will be evaluated on the completeness, thoroughness, and adequacy of its proposed technical approach, and on the consistency of that proposed technical approach with the objectives and scope of work and Statement of Work given in this Solicitation. The technical approach shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the Offeror has a thorough understanding of all RFP technical requirements. The technical proposal shall contain sufficient detail to indicate the proposed means for complying with all requirements contained in the Statement of Work, and shall include a complete explanation of the techniques and procedures to be utilized. The technical approach shall include a discussion of each particular Task of the Solicitation's Statement of Work.
- Factor 3: Personnel. Each Offeror will be evaluated on the qualifications of its proposed personnel as related to the requirements of the Solicitation, on the commitment of the proposed personnel to this project, on the *availability* of the proposed personnel for actually *servicing* on *this* particular project, and on the reasonableness of the offeror's proposed master staffing plan and Master Staffing Table. For purposes of this "Personnel" evaluation, the term "qualifications" includes each proposed staff member's relevant prior experience, relevant education, and any relevant special training. Each proposed staff member shall meet or exceed the required qualifications listed, for the job-title in question, in this Solicitation's Attachment J-9, "Labor Category Descriptions". In performing the "Personnel" evaluation, the Government will also take into consideration the degree to which the offeror's proposed staffing configuration would enable the offeror to perform several Task Orders *concurrently* under any IDIQ contract that might be awarded to the offeror from this Solicitation. In evaluating the *availability* of each particular proposed staff member to serve on this particular project, the Government will examine the information displayed in the offeror's Table of Other Commitments, but the Government's review of each proposed staff member's availability will *not* necessarily be *limited* to an examination of that Table. In determining any proposed staff member's qualifications and availability, the Government reserves the right to take into consideration

information which is not displayed in the offeror’s proposal but which nevertheless: (a) is known to one or more members of the Government’s Technical Evaluation Panel; or (b) is contained in any of DOT’s files; or (c) is obtained by DOT from any other Federal Department or Agency. The Government, however, is *not* promising to look *beyond* any offeror’s proposal. A proposed staff member whom DOT determines is not sufficiently *available* to *serve* on this particular project cannot and will not receive full credit in the evaluation process (and may not receive any credit)—no matter how excellent that person’s qualifications otherwise are.

- Factor 4: Quality Control Plan. Each Offeror will be evaluated on how well its quality control plan will meet or exceed the requirements of the Solicitation.
- Factor 5: Past Performance. Each Offeror will be evaluated on how its past performance demonstrates its capability and capacity to effectively deliver high quality and timely service and solutions in a performance-based environment. DOT will consider the following aspects of each offeror’s past performance: technical quality; timeliness; cost controls achieved by the offeror; and the offeror’s business relations. (See this Solicitation’s Attachment J-1, “Past Performance Questionnaire”. In conducting the past performance assessment, DOT may use data obtained from other sources as well as that provided in the proposal. Lack of relevant past performance will result in assignment of a neutral past performance rating indicating neither a favorable nor unfavorable evaluation. To the extent that an offeror-company is not able to provide completed Past Performance Questionnaire forms or “Previous Contracts” listings (see this Solicitation’s Attachment J-2) for past projects that were performed by the offeror-company *itself*, the offeror may instead provide such information for projects that were performed by any of the individual *staff members* whom the offeror is proposing to use for this BTS ATS project, and regardless of what employer-company such individual staff members served under while performing such previous projects. **In evaluating Past Performance, the Government reserves the right to look beyond the information given or cited in the Offeror’s proposal, and reserves the right to also consider sources including, but not limited to: relevant past performance information known by one or more members of the Technical Evaluation Panel; relevant past performance information contained within DOT’s files; and relevant past performance information obtained from organizations other than DOT.**

The following rating method will be used in the evaluation of Non-Price Factors:

Rating System	
Rating	Description
Blue	Clearly meets and exceeds the requirements of the Factor being evaluated. Demonstrates an exceptional understanding of goals and objectives of the acquisition. No significant weaknesses exist. One or more significant strengths exist.
Green	Meets the requirements of the Factor being evaluated. Demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be strengths and weaknesses, but strengths either balance or outweigh any weaknesses.

Yellow	Marginally meets the requirements of the Factor being evaluated or presents significant performance risks. Weaknesses have been found that outbalance any strengths that exist, and these weakness may be difficult to correct.
Red	Does not meet the requirements of the Factor being evaluated or presents unacceptable performance risks. One or more significant weaknesses exist that would be very difficult to correct or are not correctable.

#### **M.8.4 The Price Factor**

The Government will evaluate the offeror's proposed price for adequate support and for reasonableness and for realism and for its competitiveness as against the prices proposed by the other offerors.