

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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FFP

0001 Enterprise IT Shared Services (EITSS) at the Department of Transportation for Program Management and Integration Support, Infrastructure Operations and End User Support requirement(s).

Worked performed in accordance with the Performance Work Statement (PWS)

Labor Category	Labor Loaded Hourly Hourly Rate	Qty	Unit	Total Price
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Labor

0002 Enterprise IT Shared Services (EITSS) at the Department of Transportation for Program Management & Integration Support, Infrastructure Operations and End User Support requirement(s). Worked performed in accordance with PWS

0003 Other Direct Costs (ODCs)

(1) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized; (2) ODCs shall be purchased in accordance with the Contractor's approved Purchasing System, as applicable; (3) ODCs shall be incidental to the work being performed under this contract; (4) The Contractor will provide ODCs on a cost reimbursement basis only. All ODCs shall be pre-approved by the COR prior to the Contractor incurring the cost. The Contractor shall be authorized to invoice on a monthly basis and in accordance with FAR Part 31. FAR 52.227-19 applies only to commercial computer software acquired as an ODC.

Worked performed in accordance with PWS

0004 Surge Lot

#### *COST*

*The Government may require surge support of task orders during the base or any option period and surge modifications will be in-scope to provide increased support for the defined task areas of the PWS. Surge support is OPTIONAL and is not a guarantee. If the Government determines that an increased quantity of support is required for the task areas defined in the PWS, the Government reserves the right to exercise the Surge Option unilaterally. The Contracting Officer will provide written notice to the Contractor at least 15calendar days prior to any unilateral exercise of the Surge Option. In the event the Government does elect to exercise the Surge Option, surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS, and an equal amount will be deducted from the Surge CLIN not-to-exceed amount. Surge support will be provided at the same labor rates proposed and found fair and reasonable at time of contract/task order award for the applicable period of performance. This Surge Option will not be used to increase the ceiling of the APS base contracts, but the Surge Option may be included in task orders issued under the APS base contracts at the discretion of the Ordering Contracting Officer. Worked performed in accordance with PWS*

0005 6 Month Extension Clause

6 Month

#### **B.1 BRIEF DESCRIPTION OF SERVICES**

*The purpose of this acquisition is to award a Indefinite Delivery Indefinite Quantity (IDIQ) for the Enterprise IT Shared Services (EITSS) at the Department of Transportation for Program Management & Integration Support, Infrastructure Operations and End User Support requirement(s).*

#### **B.2 TYPE OF ORDERS**

*Firm Fixed Price (FFP), Cost Reimbursable (CR), Time and Materials (T&M) and/or Labor Hour task or delivery orders may be placed under this contract as specified at the order level.*

*The terms “Task Order”, “Delivery Order” and “Order” are used interchangeably throughout this document.*

### **B.3 COMMERCIAL SERVICES**

*The services have been determined to be commercial in nature.*

### **B.4 SEVERABLE AND NON-SEVERABLE SERVICES**

*The services acquired under this IDIQ may be severable or non-severable services as defined in each order.*

### **B.5 IDIQ PRICING**

### **B.6 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE**

*(a) Maximum. The maximum Contract ceiling value of all Contracts in this award procurement is established at \$700 Million dollars.*

*(b) Minimum. The minimum guaranteed award amount for this Indefinite-Delivery, Indefinite-Quantity (IDIQ) Contract is one Task Order for the full term of the Contract.*

*(c) The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified in paragraph (b).*

### **B.7 SERVICE CONTRACT LABOR STANDARDS (SCLS) GENERAL EXEMPTION**

*The IDIQ Contract labor categories are considered bona fide executive, administrative, professional labor and are exempt from the SCLS if used to perform the type of professional IT services within the scope of this Contract. The IDIQ Contract does not include wage determinations or SCLS clauses.*

## **B.8 TASK ORDER CONTRACT TYPES**

*EITSS is a Task Order Contract (TOC). It is an IDIQ Contract for DOT's Agency Program*

*Support service-based requirements that allows for Firm Fixed Price (FFP), Cost Reimbursable (CR), Time and Materials (T&M) and/or Labor Hour Task Orders line items for Other Direct Costs and/or Travel.*

## **B.9 TRAVEL PRICING**

*Contractor personnel may be required to travel to support the requirements of this Contract as stated in individual Task Orders (TOs). Local travel and travel outside of the local area may be required. For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the Contracting Officer (CO). Travel shall not commence without written consent in accordance with instructions in the TO. If authorized in the Task Order, travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. **Profit shall not be applied to travel costs.** To the extent authorized by the Task Order, Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2. The CO must identify a not-to-exceed travel ceiling under a separate CLIN on the Task Order.*

## **B.10 OTHER DIRECT COSTS (ODCs)**

*ODCs may consist of software, materials, and Task Order-related items that are **incidental** to the services being performed. The cost of general-purpose items required for the conduct of the Contractor's normal business operations will not be considered an allowable ODC in the performance of this Contract. Profit is not allowed on ODCs for any Task Order; however, applicable burdens are allowed in accordance with Contractor's accounting practices. If applicable, the OCO must identify a not-to-exceed ODC ceiling under a separate CLIN on the Task Order.*

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 REQUIREMENTS DOCUMENTATION**

*The Contractor shall furnish all the necessary personnel, materials, services, facilities, (except as otherwise specified herein), and otherwise do all the things necessary for or incident to the performance of the work as set forth in the following attachments:*

*Attachment J-1 Program Management and Integration Support*

*Attachment J-2 End User Support*

*Attachment J-3 Infrastructure Operations*

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

### **D.1 PACKAGING AND MARKING**

*All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section F (and all awarded orders) and shall be marked as follows:*

- 1. Name and address of the Contractor;*
- 2. Contract Number;*
- 3. Description of item contained therein; and*
- 4. Consignee's name and address.*

*Preservation and packaging of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).*

*Due to security concerns, deliverables transmitted via regular U.S. Mail experience significant delay in reaching an intended destination and, as part of the screening process, may be damaged. For these reasons, the U.S. Mail should not be used to transmit deliverables. Rather, the Contractor is encouraged to use electronic mail to the maximum extent possible.*

### **D.2 PAYMENT OF POSTAGE AND FEES**

*All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.*

## **SECTION E - INSPECTION AND ACCEPTANCE**

*All work hereunder shall be subject to review by the Government.*

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

*This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>*

*Federal Acquisition Regulation (FAR) Clauses:*

52.246-2 INSPECTION OF SUPPLIES -FIXED PRICE (AUGUST 1996)

52.246-3 INSPECTION OF SUPPLIES-COST REIMBURSEMENT (MAY 2001)

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUGUST 1996)

52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

52.246-6 INSPECTION TIME-AND-MATERIAL AND LABOR HOURS  
(MAY 2001)

### **E.2 INSPECTION AND ACCEPTANCE**

*Pursuant to the appropriate inspection clause, all work to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government.*

*The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor and for recommending acceptance of replacement/correction of services or materials that fail to meet the contract requirements to the OST Contracting Officer (CO).*

#### **E.2.2 INSPECTION AND ACCEPTANCE CRITERIA**

*Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.*

### E.3 GENERAL ACCEPTANCE CRITERIA

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this this contract. Further inspection criteria will be further defined at the order level.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products shall satisfy the requirements defined in each order.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy shall be in a format as indicated in the deliverables table as listed in the order.

### E.4 QUALITY ASSURANCE PLAN

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the contract (and all awarded orders) covering *Enterprise IT Shared Services requirements*. This plan sets forth the procedures and guidelines [DOT//OST/OCIO will use in ensuring the required performance standards or services levels are achieved by the contractor.

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the orders and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received.

The QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results. The QASP for this requirement will be further defined as Transition ends, and as the Contractor assumes all responsibilities for tasks.

### E.5 QUALITY CONTROL RESPONSIBILITIES



### **E.5.1 GENERAL**

The quality control of services provided under this contract shall be based on: (i) operational requirements and standards contained in this contract; (ii) work performance; and (iii) productivity requirements and standards, and (iv) data base information resource development and maintenance standards.

### **E.5.2 CONTRACTOR QUALITY CONTROL RESPONSIBILITY**

The Contractor shall implement and adhere to the quality control plan negotiated and accepted at contract award. The quality control plan shall be written by the Contractor's Quality Control Manager and approved by his/her immediate supervisor.

The Contractor is solely responsible for quality control of services that it provides. The Contractor's quality control program, which is embodied in the quality control plan, shall include, but not be limited to, the following: A monitoring and inspection system covering all the services listed in the Performance Work Statements. It shall specify the elements of work performance to be monitored and inspected, either on a scheduled or unscheduled basis; the methods to be used; frequency of monitoring and inspection; the format and content of records and reports to be generated; and the title(s) of the individual(s) who will perform the monitoring and inspection. It shall include, but is not limited to:

- the method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory;
- the administrative procedures to be followed for reporting to the Contracting Officer's Representative (COR); and for responding to operational problems or complaints concerning work performance, qualifications, or other complaints about Contractor personnel; and
- preparation of system of on-site records of all inspections conducted by the Contractor and the corrective action(s) taken.

This documentation shall be available to the Government at all times during the term of the contract. The Contractor shall provide to the COR a detailed monthly summary of all quality control actions, including descriptions of events which require quality control activity, and the corrective action taken.

### **E.5.3 GOVERNMENT QUALITY ASSURANCE RESPONSIBILITIES**

The Government will monitor the Contractor's performance using predetermined quality assurance surveillance procedures to examine and determine compliance with contract performance requirements. A copy of these procedures will be provided to the Contractor prior to the start of contract performance. In keeping with the Government's responsibility for quality assurance, the Government reserves the right to review all administrative, managerial, and reports; telecommunications services; publicity materials and resource library materials using the Performance Requirements Summary. A copy of the Performance Requirements Summary will be provided to the Contractor prior to the start of contract performance. Final determination that reports, resource and publicity materials, and services rendered meet the requirements is solely the responsibility of the Government. All surveillance observations will be recorded by the Government. When an observation indicates defective performance, the Quality Assurance Evaluator (QAE) will request that the Contract Manager or designee initial the observation record. The Contractor shall, within 48 hours, notify the Contracting Officer, or his/her technical representative if so directed by the Contracting Officer, of the corrective action(s) taken in accordance with methods and techniques specified by the Contractor in its quality control plan. If the Contractor disputes any part of the QAE's observation, he/she shall request that the Contracting Officer hold a Performance Evaluation Meeting.

#### **E.5.3.1 PERFORMANCE EVALUATION MEETINGS**

The Contract Program Manager may be required to meet with the COR, the QAE, and/or the Contracting Officer whether by telephone or at a designated Government or Contractor-operated location on at least a weekly basis during the first month after the issuance of a Task Order under this contract unless noted otherwise on the Task Order. Meetings will be held as often as necessary thereafter at the discretion of the Contracting Officer or the COR. However, a meeting will be held whenever a contract discrepancy report is issued. A mutual good faith effort will be made to resolve all problems identified.

The Contractor will provide minutes of these meetings be provided to the Federal Task Leads and COR. The COR and/or Federal Task Lead, will provide feedback to the Contractor within seven (7) business days, identifying any areas wherein he/she does not agree with the information provided in the meeting minutes.

## **SECTION F - DELIVERIES OR PERFORMANCE**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>

**NOTE: These clauses are hereby incorporated by reference.**

52.242-15 Stop Work Order (AUG 1989) ALT I (Apr 1984)

52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

### **F.2 PERIOD OF PERFORMANCE**

The period of performance shall be as follows:

Base Period: 24 months TBD

Option Period 1: 12 months TBD

Option Period 2: 12 months TBD

Option Period 3: 12 months TBD

Option Period 4: 12 months TBD

Option Period 5: 12 months TBD

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract." Option periods, if included at initial issuance of this contract, may be exercised

after the expiration date of the underlying IDIQ contract; however, no contract (including options) may extend more than 6 months beyond the expiration of the underlying contract. All terms and conditions of the IDIQ contract remain in effect.

### **F.3 PLACE OF PERFORMANCE**

The work is to be performed at a Government site(s) in the Washington, D.C Metropolitan Area, unless otherwise stipulated by the Contracting Officer (CO) or the COR., In addition, performance will be required at all locations as enumerated in Attachment J-7 DOT Service Locations.

### **F.3 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE**

Unless otherwise specified, deliverables shall be furnished, electronically, to the following

Addresses shown below. Deliverables shall be defined within each order and in accordance with the following attachments:

[Attachment J-1 Program Management and Integration Support (Performance Work Statement, Deliverables, and SLAs - Program Management);

Attachment J-2 End User Support (Performance Work Statement, Deliverables, and SLAs - End User); and

Attachment J-3 Infrastructure Operations (Performance Work Statement, Deliverables, and SLAs - Infrastructure)].

<b><u>Address</u></b>
Department of Transportation OST-M-70, WXX-XXX  Attention: XXX, COR  XXX, WXX-XXX  1200 New Jersey Avenue, SE  Washington, D.C. 20590  Telephone: (202)-366-XXXX

E-Mail:
Department of Transportation Office of Secretary (OST). M-6 Acquisition Services Division  Steven Budd, Contract Specialist, Contract 1200 New Jersey Avenue, S.E., Washington, DC 20590 Telephone: (202) 366-XXXX Email: <u>and <a href="mailto:Steven.budd@dot.gov">Steven.budd@dot.gov</a></u>

#### F.4 DELIVERY REQUIREMENTS/Operating Hours

The following are the operating hours for the various tasks within scope of this contract. For services with limited operating hours (less than 24x7x365) in addition to approved scheduled maintenance, on-call after-hours and weekend support is required.

1. End User Self-Services: 24x7x365
2. Call Center and Service Desk: 24x7x365
3. Deskside Support: Monday through Friday 7:00 AM – 7:00 PM local time
4. Infrastructure Support: Monday through Friday 7:00 AM – 7:00 PM local time

More specific Delivery Requirements or Operating Hours may be indicated within each specific Performance Work Statement(Attachments J-2, and J-3)

The Contractor is not required to perform services on the following federal holidays, unless specifically authorized by the COR:

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February

<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July 4
<b>Labor Day</b>	First Monday in September
<b>Columbus Day</b>	Second Monday in October
<b>Veteran's Day</b>	November 11
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Christmas Day</b>	December 25

#### **F.5 REPORT(S)/DELIVERABLE AND DELIVERY SCHEDULE**

The contractor shall submit all required report(s)/deliverables in accordance with the instructions provided in each individual order.

#### **F.6 OBSERVANCE OF LEGAL HOLIDAYS AND DAYS OF GOVERNMENT CLOSURE-ONSITE CONTRACTOR EMPLOYEES**

The performance of this contract requires contractor employees of the prime contractor or any subcontractor, affiliate, partner, joint venture, or team member with which the contractor is associated, including consultants engaged by any of these entities, to have access to, physical entry into, and to the extent authorized, mobility within, a Federal facility.

DOT may close and or deny contractor access to a Federal facility for a portion of a business day or longer due to any one of the following events:

- a. Federal public holidays for federal employees in accordance with 5 U.S.C. 6103.
- b. Fires, floods, earthquakes, unusually severe weather to include snow storms, tornadoes and hurricanes.
- c. Occupational safety or health hazards.

In such events, the contractor employees may be denied access to a Federal facility, in part or in whole, to perform work required by the contract. Contractor personnel already present at a Federal facility during such events may be required to leave the facility.

In all instances where contractor employees are denied access or required to vacate a Federal facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the

contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, which could include continuing on-site performance during the Federal facility closure period. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts by, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate.

The contractor shall be responsible for monitoring when the Federal facility becomes accessible and shall resume contract performance as required by the contract.

For the period that Federal facilities were not accessible to contractor employees, the contracting officer may—

- Adjust the contract performance or delivery schedule for a period equivalent to the period the Federal facility was not accessible;
- Forego the work;
- Reschedule the work by mutual agreement of the parties; or
- Consider properly documented requests for equitable adjustment, claim, or any other remedy pursuant to the terms and conditions of the contract.

#### **F7. IDIQ CONTRACT ORDERING PERIOD**

The ordering period of this Contract is seven years and 6 months, (if an extension is executed under FAR 52.217-8). After the IDIQ Contract ordering period expires, the IDIQ Contract will remain an active Contract until the final Task Order performance is completed and shall govern the terms and conditions with respect to active Task Orders to the same extent as if it were completed during the IDIQ Contract ordering period.

#### **F.8 TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each Task Order placed under the IDIQ Contract shall be specified in the individual Task Order. All the following conditions apply:

- Under no circumstances may a Task Order be placed under the IDIQ Contract if the IDIQ Contract has expired or been terminated;

- No Task Orders may exceed seven years and 6 months, inclusive of options, from the date that the Order is placed, unless otherwise approved by the Contracting Officer;
- No Task Orders may extend more than seven years and 6 months after the expiration of the IDIQ Contract.

## **F.9 TASK ORDER OPTION PERIODS**

Options, using FAR 52.217-8, on Task Orders may be exercised beyond the end of the IDIQ ordering period, if included and evaluated at initial issuance of the Task Order. In accordance with FAR 52.216-22, the Contract shall govern the Contractor's and Government's rights and obligations with respect to any order issued during the effective period of this Contract, including option periods that may be exercised after the Contract's ordering period has expired.

## **F.10 TASK ORDER TRANSITION PLANS**

At the end of the Task Order period of performance, the incumbent Contractor shall transition activities to the incoming Contractor, to the sustainment Contractor or to the Government with minimal disruption of services to the Government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The Contractor shall submit a written transition plan unless designated otherwise by the CO.

The Contractor shall identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition from the Contract and/or the TO end date to the new Contract or TO start date. The Contractor shall also identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition-in for the follow-on Contractor. The Contractor shall provide a transition plan subject to Government approval. The Contractor shall provide transition information and briefings to the COR prior to expiration dates. TOs issued under the IDIQ contract may include transitions in/out requirements.

## **F.11 SECTION 508 COMPLIANCE**

All electronic and information technology procured, developed or delivered under this contract shall meet applicable accessibility standards, as specified in 36 CFR Part 1194. 36 CFR Part 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

All contract deliverables shall be accessible to people with disabilities. Reports and other deliverables provided in electronic media, including web-based intranet and internet format shall conform to applicable accessibility standards, including at a minimum, the following provisions:



1194.21, Software Applications and Operating Systems

1194.22, Web-Based Intranet and Internet Information and Applications

1194.24, Video and Multimedia Products

1194.31, Functional Performance Criteria

1194.41, Information, Documentation, and Support

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

### **G.1 PAYMENT/COST REIMBURSEMENT**

The Contractor may request interim payments for costs incurred during the performance of the contract. A statement of costs incurred by the Contractor in the performance of tasks under this contract and claimed to constitute allowable costs shall support each interim payment request.

The Contractor shall submit Monthly Requests for Reimbursement. Requests for reimbursement shall correspond to the Contractor's submission of a progress report for the period of performance being invoiced.

Any request for reimbursement that does not correspond to a progress report detailing contract activity for the period of time being invoiced is cause for rejection by the OST COR. If a request for reimbursement is rejected by the OST COR, the Contractor shall resubmit the invoice after it has submitted the corresponding progress report to the OST COR.

### **G.2 INDIRECT COST RATES**

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in FAR Subpart 42.7, Indirect Cost Rates, the Contractor shall be reimbursed for allowable indirect costs hereunder at the rates established below.

**a. Fringe Benefit**

The fringe benefit rate(s) applicable to this contract is/are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
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**b. Overhead**

The overhead rate(s) applicable to this contract is/are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
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**c. General and Administrative (G&A)**

The G&A rates applicable to this contract are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
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**NOTE:**

- a. applied to:
- b. applied to:
- c. applied to:

To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by mutual agreement on an annual basis.

This Indirect Cost provision does not operate to waive the FAR 52.232-20, Clause (incorporated by reference in Section I).

The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed in Section B.

### **G.3 BILLING RATES**

The provisional indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the Contracting Officer. The Contractor shall request new provisional billing rates in writing. Such requests shall delineate the current and proposed rates to be used, along with the effective rate of escalation as accepted and approved the Contracting Officer

### **G.4 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT**

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

XXX

Any future change or revision to the Performance Work Statement or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

### **G.5 CONFERENCE EXPENSES**

Unless the Contracting Officer provides explicit written approval for conference expenses, conference expenses are not allowable under this contract. For purposes of this contract, conference and conference expense shall follow guidance as listed in Executive Order 13589, Promoting Efficient Spending and the General Services Administration (GSA) memo released in January 2015  
[https://www.gsa.gov/cdnstatic/OAS 5785.1 Conference and Event Management %28Signed on January 28 2015%29.pdf](https://www.gsa.gov/cdnstatic/OAS_5785.1_Conference_and_Event_Management_28Signed_on_January_28_201529.pdf)

### **G.6 PROVISIONS APPLICABLE TO MATERIAL COSTS**

Other provisions of this contract notwithstanding, the Contractor is hereby authorized to incur the following costs, within the limits set forth without further authorization.

[\*\*\*to be completed with subcontractor/consultant names and limits at award, if applicable]

## **G.7 GOVERNMENT PERSONNEL**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

Contracting Officer: TBD

Name:

Address:

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this Contract shall not be construed to authorize the revision of the terms and conditions of this Contract. The Contracting Officer will authorize any such revision in writing.

**All communications pertaining to contractual and/or administrative matters under this contract shall be sent to:**

Contract Specialist: TBD

Name:

Address:

Phone:

Email:

Contracting Officer's Representative: TBD

Name:

Phone

Email:

Note: The Contracting Officer is the only individual authorized to modify the contract.

#### **G.8 AUTHORITIES OF CONTRACTOR PERSONNEL**

Name:

Title:

Address:

Phone:

Email:

#### **G.9 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

(a) Performance of work under this contract shall be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction shall be within the scope of the specification(s)/work statement. The Contracting Officer's Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/performance work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time

required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### **ALTERNATE COR**

Designation of "Alternate" ACOR. In the event that the DOT/OST COR of record (identified in G.7 above) is unavailable for a period of time during which the Contractor requires technical guidance or during which other COR duties shall be fulfilled, then the person identified below has been designated by the OST Contracting Officer to perform those duties as the Alternate COR.

Contracting Officer's Representative: TBD

Name:

Phone

Email:

**G.10 GOVERNMENT-FURNISHED PROPERTY**

The Government may provide item(s) of Government property to the Contractor for use in the performance of this contract. The property shall be used and maintained by the Contractor in accordance with the DOT guidelines. The Contractor shall be responsible and accountable for all government property; either furnished or acquired, and also is required to keep the Government's official records of Government property in their possession and control. The following item(s) of Government property are hereby furnished to the Contractor:

Government Furnished Property will be indicated within each Task Order, as applicable.

**G.11 TRAVEL AND PER DIEM RATES**

See Section B.9, Travel Pricing

Travel costs will be reimbursed in accordance with Far Part 31.

The Contractor shall obtain COR approval before scheduling any travel unless specifically stated otherwise in the contract. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall use the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher shall be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the COR.

**G.12 TRAVEL RELATED COSTS**

When required, travel will be described within Task Orders. The Contractor will be reimbursed for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the COR.

Domestic travel expenses incurred by the Contractor in direct performance of the contract shall be reimbursed provided such travel is necessary for the performance of this contract (i.e. field support). Travel of staff who do not live in the Washington DC area to visit or perform work at DOT Headquarters in Washington DC are not to be covered as it is expected that personnel for positions at Headquarters should be staffed by local individuals. The following guidelines also shall apply - cost does not exceed:

The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception shall be documented and justified.

Costs of rail travel by most direct route, coach-class accommodations.

The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. Travel by motor vehicle, including rented automobile, shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing FTR rate, plus any toll or ferry charges.

The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

### **G.13 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS**

Contract holders are required to immediately notify the CO of any agreements that would result in a change in ownership, including any mergers or acquisitions. Such notifications shall be made prior to deal closing. Failure to notify the CO within 14 calendar days of signing a purchase agreement or other document effecting a change in ownership, a merger, or an acquisition that affects the size status of a Contract holder will be grounds for a termination for default.

The Anti-Assignment of Contracts Act, 41 USC § 6305, (Anti-Assignment Act) prohibits the transfer of any interest in a federal Contract to another party unless an exception applies. A Novation Agreement to recognize a successor in interest will only be executed if it is in the Government's best interest and if all of the requirements of FAR 42.1204 have been met. Contractors contemplating business transactions which may require a Novation Agreement



are encouraged to contact the CO in advance to discuss the impact on the Contract and any existing Task Orders, as well as the requirements of FAR 42.1204. Contractors are also required to comply with FAR 42.1205 for any changes in their names.

#### **G.14 IDIQ CONTRACT CLOSEOUT**

The EITSS Program intends to close out the IDIQ Contract within 18 months of the Contractor's final Task Order expiration date, pending no further claims brought to the EITSS Program; and without waiting for the CO to issue closeout modifications to their Task Orders. Task Order awards and obligations reported to the CO will be compared to records found in the Federal Procurement Database System, and other available Government systems.

By mutual agreement of both the Government and the Contractor, entitlement to any residual dollar amount of \$1,000 or less at the time of final Contract closeout will be waived. "Residual dollar amount" means money owed to either party at the end of the Contract and as a result of the Contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

Any and all Contractor claims at the IDIQ Contract level against the Government shall be submitted, in writing, to the Contracting Officer (CO) for a decision within one year after accrual of the claim(s) or six months after the Contractor's final Task Order is physically completed, whichever occurs first. Furthermore, the Contractor shall pursue any claims it may have at the Task Order level through the ordering activity and not with the EITSS Program. If no claim is submitted in this specified time frame, the Contractor shall issue a formal (signed by an

agent that is authorized to represent the Contractor) IDIQ Contract Release of Claim no later than 30 days after the deadline to submit a claim has elapsed.

#### **G.15 CONTRACTOR TRAINING**

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

All Contractor employees having access to (1) Department of Transportation information or a Department of Transportation information system or (2) sensitive data/information shall complete initial and periodic security training. Contractor personnel may also be required to complete annual online training courses when mandated by federal law, regulations, DOT instructions, or policies (i.e. Annual Ethics Training).

## G.16 SUBMISSION OF INVOICES

- a. Contractors shall submit one (1) original Invoice by email to:

[9-AMC-AMZ-OSTWCF@faa.gov](mailto:9-AMC-AMZ-OSTWCF@faa.gov)

Or by mail to:

FAA/MMAC/OSTWCF - AMK313

6500 S. MacArthur Blvd

OKLAHOMA CITY, OK 73169

The Contractor is responsible for ensuring the legibility of the PDF image. Illegible copies may be returned to the contractor for re-scanning and may result in payment delays.

- b. The following data shall be included in invoices to be considered proper for payment:

- 1) Name and address of the Contractor;
- 2) Invoice date and invoice number. The Contractor should date invoices as close as possible to the date of the mailing or transmission;
- 3) Timeframe covered by the invoice;
- 4) OST Contract number and associated Task or Delivery Order number;
- 5) OST Contracting Officer's Name; and
- 6) OST Contracting Officer's Representative's name.
- 7) Itemization of costs to include:

Number of hours worked for each Labor Category billed;

Associated Labor Rate for each Labor Category billed;

Other Direct Costs incurred for that invoice period and associated profit and indirect costs (if applicable.);

Total reimbursement requested for that specific invoice;

Cumulative Total of reimbursements to date; and

Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing personnel used, hours worked, and amounts charged, with such records to be retained by the contractor and made available for the Government's inspection on an "as-required" basis.

- 8) Name and address of Contractor official to whom questions regarding payment should be referred.
- 9) The Contractor shall certify that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work billed.
- 10) To be acceptable for payment, each invoice shall contain the following certification:

"I hereby certify that the information submitted in this invoice, and accompanying documentation, is accurate and conforms to the billing requirements set forth in this Contract."

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

### **H.1 SPECIAL DATA RIGHTS PROVISIONS**

#### **H.1.1 CONFIDENTIALITY OF REPORTS AND OTHER DATA (AS APPLICABLE)**

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, nor personnel thereof, shall divulge to any third party any information concerning deliverables produced, work performed, results obtained, or any information provided by the Government in connection with this Contract without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

#### **H.1.2 OST REVIEW OF ANNOUNCEMENTS OR PUBLISHING (AS APPLICABLE)**

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, nor personnel thereof, shall make public releases of information or any matter pertaining to this Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

#### **H.1.3 PROPRIETARY RIGHTS IN REPORTS**

All proprietary rights, including publication rights, in any report produced by the Contractor in connection with the work provided for in this Contract shall vest in the Government. The Contractor shall not publish any of the results of the work provided for in the Contract without the prior written approval of the Contracting Officer.

### **H.2 ETHICS AND STANDARDS OF CONDUCT**

#### **H.2.1 DISCLOSURE OF CONFLICTS OF INTEREST**

It is the OST policy not to allow companies to continue contract performance whose objectivity may be impaired because of any related past, present or currently planned interest, financial or otherwise, in organizations regulated by OST or in organizations whose interests may be substantially affected by OST activities. Based on this policy:

The Contractor shall disclose as soon as reasonably possible any conflict of interest with respect to this contract; making an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict.

The Contracting Officer will review the disclosure and may require additional relevant information from the Contractor. If a conflict of interest is found to exist, the Contracting Officer may (a) terminate the award, or (b) determine that it is otherwise in the best interest of the United States to continue the contract performance and include appropriate provisions in the contract to mitigate or avoid such conflict.

Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by OST or with an organization whose interests may be substantially affected by OST activities, and which is related to the contract. The interest(s) that require disclosure include those of any offeror, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of contract award. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20 percent interest in the contractor, and the contractor's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **H.2.2 ACCESS TO SENSITIVE INFORMATION**

Work under this contract may involve access to sensitive information\* which shall not be disclosed by the Contractor unless authorized by the contracting officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.

The Contractor shall ensure that Contractor employees are 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 by investigations in accordance with DOT Order 1632.20, Personnel Security Management. The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

\*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

#### **H.2.3 CONTRACTOR IDENTIFICATION REQUIREMENTS**

All Contractor personnel using DOT information technology and communications systems (including the DOT email system), attending internal or external meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of Government employees, other Contractor personnel or members of the public that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. Among other things, Contractor personnel shall include the following signature block in all email communications, internal or external, and in all internal written documents.

Contractor Employee Name

Contractor Employee Title

Name of Contractor

Include the following statement "On assignment to OST."

Contractor employees also shall ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

Under no circumstances shall Contractor personnel sign letters or make other external communications on OST letterhead, nor shall Contractor personnel use the OST or DOT logos or seals in letterhead, business cards, correspondence, emails, reports, documents or other communications.

### **H.3 NON-PERSONAL SERVICES CONTRACT**

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors:

- (1) Shall perform the services specified herein as independent Contractors, not as employees of the Government;
- (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;
- (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but

(4) Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

#### **H.4 KEY PERSONNEL**

Key personnel will be indicated in Task Orders, as applicable, and will follow the requirements of TAR 1252. 237–73 Key Personnel (APR 2005).

#### **H.5 MARKETING**

DOT requires the review and approval of any Press/News Releases for Task Orders and IDIQ Contracts, Marketing/ Promotional Materials and Brochures by a Contractor that is EITSS related, including information on the Contractor's webpage. Requests for reviews and approvals shall come through the CO.

#### **H.6 CONFIGURATION STANDARDS COMPLIANCE**

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, shall comply with DOT-approved configuration standards, including the US Government Configuration Baseline (USGCB).

#### **H.7 SECURITY AND PRIVACY REQUIREMENTS**

##### **H.7.1 SECURITY AND PRIVACY PROTECTION**

All deliverables and services rendered under this contract/agreement shall comply with Federal and DOT security and privacy protection policies and requirements. OST reserves the right to monitor network activity apart from and independent of the services under the PWS and may require access and rights to install and operate Government-furnished monitoring equipment at any Contractor location operating OST equipment or with access to OST systems.

## H.7.2 Security Requirements

### H.7.2.1 Baseline Security Requirements

**1) Applicability.** The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

- a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
- b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the DOT mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

**2) Safeguarding Information and Information Systems.** In accordance with the Federal Information Processing Standards Publication (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*, The Contractor shall:

- a. Protect government information and information systems in order to ensure:
  - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;



- **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
  - **Availability**, which means ensuring timely and reliable access to and use of information.
- b. Provide security for any Contractor systems, and information contained therein, connected to a DOT network or operated by the Contractor on behalf of DOT regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.
- c. Adopt and implement the policies, procedures, controls, and standards required by the DOT Cybersecurity Program, policies, and procedures, to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the DOT Cybersecurity Program security policies and procedures by contacting the CO/COR.
- d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

**3) Information Security Categorization.** In accordance with FIPS 199 and National Institute of Standards and Technology ([NIST Special Publication \(SP\) 800-60 Guide for Mapping Types of Information and Information Systems to Security Categories](#)), and based on information types provided by the System Owner, ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

**Confidentiality:**                    ☐ Low ☐ Moderate ☒ High

**Integrity:**                         ☐ Low ☐ Moderate ☒ High

**Availability:**                    ☐ Low ☐ Moderate ☒ High

**Overall Risk Level:**             ☐ Low ☐ Moderate ☒ High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this contract involves:

☐ No PII      ☒ Yes PII

- 4) Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

☐ Low ☒ Moderate ☐ High

- 5) Controlled Unclassified Information (CUI).** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor shall comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "*handling*" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:
- a. marked appropriately;
  - b. disclosed to authorized personnel on a Need-To-Know basis;
  - c. protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline; and
  - d. returned to DOT control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 6) Protection of Sensitive Information.** For security purposes, information is *or* may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, *Protection of Sensitive Agency Information* by securing it with a FIPS 140-2 validated solution.

- 7) Confidentiality and Nondisclosure of Information.** Any information provided to The Contractor by DOT or collected by the Contractor on behalf of DOT shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any DOT records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with DOT policies. Unauthorized disclosure of information will be subject to DOT sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
  - b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
  - c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 8) Internet Protocol Version 6 (IPv6).** All acquisitions using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 9) Government Websites.** All new and existing public-facing government websites shall be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
- 10) Contract Documentation.** The Contractor shall contact the CO and/or COR for any DOT Cybersecurity Program templates, policies, forms and other documents necessary to comply with the requirements of this section.
- 11) Standard for Encryption.** The Contractor shall:

- a. Comply with the DOT Cybersecurity Program policies and standards for encryption of computing devices and information to prevent unauthorized access to government information.
- b. Encrypt all sensitive federal data and information (i.e., PII, , proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
- c. Secure all devices (i.e., desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet DOT specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with [FIPS 140-2](#). The Contractor shall provide a written copy of the validation documentation to the COR within 30 days.
- e. Use the Key Management system on the DOT personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

**12) Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the DOT non-disclosure agreement: [to be provided post-award]. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

**13) Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the DOT Senior Agency Official for Privacy (SAOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the DOT SAOP or designee with completing a PIA for the system or information within thirty (30) calendar days

after completion of the PTA and in accordance with DOT policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.

- b. The Contractor shall assist the SAOP or designee in reviewing the PIA at least every **three years** throughout the system development lifecycle (SDLC) / information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

#### **H.7.2.2 INFORMATION SECURITY AWARENESS Training**

**1) Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable DOT Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete DOT Information Security Awareness, Privacy, and Records Management training at least **annually**, during the life of this contract. All provided training shall be compliant with DOT training policies.

**2) Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) shall complete role-based training **annually** commensurate with their role and responsibilities and/or in accordance with DOT policy.

**3) Training Records.** The Contractor shall maintain training records for all its employees working under this contract in accordance with DOT policy. The training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

#### **H.7.2.3 Rules of Behavior**

1) The Contractor shall ensure that all employees performing on the contract comply with the *DOT General Rules of Behavior*.

2) All Contractor employees performing on the contract shall read, acknowledge, and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract

and at least **annually** thereafter, which is done as part of annual DOT Information Security Awareness Training..

#### H.7.2.4 Incident Response

The Contractor shall respond to all alerts/Indicators of Compromise (IOCs) provided th DOT cincident response team **within 24 hours**, whether the response is positive or negative.

The Federal Information Security Modernization Act of 2014 (FISMA) defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.” Incidents are events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by FISMA as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

In the event of a suspected or confirmed incident or breach, the Contractor shall:

- 1) Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals within thirty (30) calendar days.
- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the DOT Security Operations Center (SOC), COR, CO, DOT SAOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable DOT policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report shall include

at a minimum: company and point of contact information, contract information, impact classifications / threat vector, and the type of information compromised. In addition, the Contractor shall:

- a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
  - b. not include any sensitive information in the subject or body of any reporting e-mail; and
  - c. encrypt sensitive information in attachments to email, media, etc.
- 4) Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* and DOT incident response policies and standard operating procedures when handling PII breaches.
  - 5) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of security and sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.
  - 6) The Contractor shall ensure that all tools and procedures necessary to support H.7.2.4, timely incident response, are deployed and maintained.

#### **H.7.2.5 Position Sensitivity Designations**

**H.7.2.5.1** To perform the work specified herein, contractor personnel will require access to proprietary, privacy protected and/or sensitive data, regular access to DOT-controlled facilities and/or access to DOT information systems. The Government anticipates the position sensitivity under this effort to be:

- Tier 1 - Non-Sensitive/Low Risk (NACI)
- Tier 2 - Non-Sensitive/Moderate Risk (Public Trust) (MBI)
- Tier 3 - Noncritical-Sensitive/Moderate Risk (ANACI)
- Tier 4 - Non-Sensitive/High Risk (Public Trust) (BI)

- Tier 5 - Special-Sensitive or Critical-Sensitive/High Risk (SSBI)

Sensitivity levels cannot be ascertained definitively until after contract award.

**H.7.2.5.2** To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

- Implementation of DOT Order 1681.2A, DOT HSPD-12 PIV Card Program, dated September 12, 2016
- OPM Final Credentialing Standards for Issuing Personal Identity verification Cards under HSPD-12, dated July 2008
- OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors
- Executive Order 13467
- 5 CFR Part 1400.201

**H.7.2.5.3** The minimum Government investigation to receive an HSPD-12 PIV Credential is a Tier 1 (NACI), which consists of searches of records covering specific areas of a person's background during the past five years. The minimum Government investigation to receive Elevated Privilege (any access beyond normal email or data entry) is a Tier 4 (BI High Risk Public Trust).

**H.7.2.5.4** The Contractor shall comply with the instructions and timeframes provided by the Contracting Officer's Representative (COR) regarding the handling of the security requirements specified in this section. Typically, each employee shall submit at a minimum: a completed OF-306; Form 1681, Form 1631, I-9, and Resume. Additional requirements may apply to Foreign National Applicants who will follow a slightly different level of initial checks. No Contractor may begin any work or obtain any access to DOT facilities, information or information systems unless and until codified credentialing standards are met, and the DOT Security Office informs the COR initial security requirements are complete or HSPD12 badges have been issued, whichever occurs first. Contractors should ensure that the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. Delays associated with rejections and consequent reinvestigations may not be excusable. Investigations may delay performance, regardless of the outcome of the investigation. The facts surrounding individual cases will determine whether a delay is excusable.



**H.7.2.5.5** Typically, the Government investigates personnel at no cost to the contractor, but the expense of multiple investigations for the same position is difficult to justify. Consequently, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the extra investigation(s), i.e., within one year of established employment.

**H.7.2.5.6** Language similar to this Security section shall be included in any subcontracts which require subcontractor personnel to have access to an information system, access to proprietary, privacy protected and/or sensitive data, other than occasional or intermittent access to an DOT-controlled facility, or any combination of these three.

**H.7.2.5.6. a.** The 2017 DOI/Bureau of Indian Affairs Self-Governance Negotiation Guide cites particular language to use for agreements with Sovereign Nations/Entities, Tribes and Consortia to either comply with HSPD-12 or elect to not have access to federal information or information systems, either by hardcopy or electronic means.

**H.7.2.5.7** Inquiries, including requests for forms and assistance, should be directed to the COR, listed in Section G of the contract.

**H.7.2.5.8** Within seven (7) calendar days after final acceptance of the work specified herein, the contractor shall return all identification badges, Government Furnished Equipment, Government Furnished Data and Government Furnished Property (GFE/GFD/GFP) if applicable, to the COR. Within seven (7) calendar days after employee departure at any time during the contract, the contractor shall return all identification badges, and GFE/GFD/GFP if applicable, to the COR.

#### **H.7.2.5.9 IDENTIFICATION CARD CUSTODY AND CONTROL**

The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by DOT to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the COR when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all DOT HSPD-12 Credentials to the appropriate credentialing office.

The Contractor shall also ensure that Contractor or subcontractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of DOT issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused

by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.

**H.7.2.5.9.1 RENEWAL:** A Contractor employee's DOT issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR. DOT reserves the right to impose annual expiration dates on DOT issued ID Cards at any time.

**H.7.2.5.9.2 LOST/STOLEN:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall submit an Incident Report within 24 hours for any and all lost or stolen DOT Credential to the COR and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

**H.7.2.5.9.3 REPLACEMENT:** A Credential will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) calendar days, provided there is a continuing need for agency access to perform work under the contract.

#### **H.7.2.5.9.4 SURRENDER CREDENTIALS/ACCESS CARDS, GOVERNMENT EQUIPMENT**

DOT reserves the right to suspend or withdraw access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that access to DOT facilities, proprietary, privacy protected and/or sensitive information, federally controlled information systems or other DOT resources is no longer required, the Contractor shall surrender the DOT issued Credentials, access card, keys, computer equipment, and other government property to the COR or directly to DOT at the address referenced above in section. .

**H.7.2.5.9.5** DOT Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to DOT, may be permanently barred from DOT systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

#### H.7.2.6 Homeland Security Presidential Directive (HSPD)-12

The Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; DOT HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2*.

**ROSTER.** The Contractor shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR, with a copy to the Contracting Officer, within thirty (30) calendar days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within ten (10) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

#### H.7.2.7 Contract Initiation and Expiration

- 1) **GENERAL SECURITY REQUIREMENTS.** The Contractor shall comply with Federal and DOT information security and privacy requirements, DOT system development life cycle processes, and DOT enterprise architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the Contractor shall follow DOT's Capital Planning and Investment Control (CPIC) framework and methodology and in accordance with the DOT Contract Closeout Guide.
- 2) **SYSTEM DOCUMENTATION.** Contractors (and/or any subcontractors) shall follow and adhere to NIST SP 800-64, *Security Considerations in the System Development Life Cycle*, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the CPIC framework that require artifact review and approval.
- 3) **SANITIZATION OF GOVERNMENT FILES AND INFORMATION.** As part of contract closeout and at expiration of the contract, the Contractor shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.

- 4) **NOTIFICATION.** The Contractor shall notify the CO and/or COR and system ISSO within thirty (30) calendar days, or as soon as they are aware, before an employee stops working under this contract.
  
- 5) **CONTRACTOR RESPONSIBILITIES UPON PHYSICAL COMPLETION OF THE CONTRACT.** The Contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with DOT / OS policies.
  
- 6) The Contractor shall perform and document the actions identified in the ITSS Contractor Employee Separation Checklist when an employee terminates work under this contract within thirty (30) calendar days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

#### **H.7.2.8 Records Management and Retention**

The Contractor shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and DOT / OS policies and shall not dispose of any records unless authorized by DOT / OS.

In the event that a Contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with DOT / OS policies.

#### **H.7.2.9 Privacy Act**

It has been determined that this contract is not subject to the Privacy Act of 1974, because this contract does not provide for the design, development, or operation of a system of records on individuals.

### **H.8 Security Requirements for GOCO and ETC**

- 1) **FEDERAL POLICIES.** The Contractor shall comply with applicable DOT Information security and privacy policies and standards that include, but are not limited to, the *DOT Information Security and Privacy Policy (IS2P)*, and the *OS Information Security Procedures Handbook*, whichever is more restrictive. The Contractor shall also comply with applicable federal laws that include, but are not limited to the: *Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101)*; National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*; Office of Management and Budget (OMB) Circular A-130, *Managing Information as a Strategic Resource*; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
- 2) **SECURITY ASSESSMENT AND AUTHORIZATION (SA&A).** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. The Contractor shall work with the agency and supply the deliverables required to obtain and maintain ATO. The Contractor shall conduct the SA&A requirements in accordance with the DOT Security Authorization & Continuous Monitoring Performance Guide and NIST SP 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach* (latest revision).

DOT acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. SA&A Package Deliverables - The Contractor shall provide an SA&A package within the timeframe as stated in the Performance Work Statement by the Federal government to the CO and/or COR.
- **SYSTEM SECURITY PLAN (SSP)** – The SSP shall comply with the NIST SP 800-18, *Guide for Developing Security Plans for Federal Information Systems*, the Federal Information Processing Standard (FIPS) 200, *Recommended Security Controls for Federal Information Systems*, and NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline requirements, and other applicable NIST guidance as well as DOT policies and other guidance, including the DOT SSP template(s). The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least **annually** thereafter.

**SECURITY ASSESSMENT PLAN/REPORT (SAP/SAR)** - The security assessment shall be conducted by an independent assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and DOT policies. The assessor will document the security assessment plan and the Security Assessment Report (SAR) to document the results.

- **ANNUAL ASSESSMENT/REVIEW** - Assess the system security and privacy controls and ensure an independent assessment of the controls is conducted at least

annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates as changes are approved, and not less than annually based on the systems ATO date.

- **INDEPENDENT ASSESSMENT** - The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all “high” deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies shall be documented in a system Plan of Actions and Milestones (POA&M).

**POA&M** - The POA&M shall be documented consistent with the DOT Standard for Plan of Action and Milestones and OS policies. All weaknesses shall be mitigated in compliance with DOT Cybersecurity Program policies and timeframes specified in DOT Security Weakness Management Guide. DOT will determine the risk rating of vulnerabilities. Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M. Depending on the severity of the risks, DOT may require designated POA&M weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least *monthly*.

- **CONTINGENCY PLAN AND CONTINGENCY PLAN TEST** - The Contingency Plan shall be developed in accordance with NIST SP 800-34, *Contingency Planning Guide for Federal Information Systems*, and be consistent with DOT policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least *annually*.
- **AUTHENTICATION QUESTIONNAIRE** – The Contractor shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, *Electronic Authentication Guidelines*.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) shall ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with DOT policies.

- **STANDARDS AND PROCEDURES MANUAL** - The Contractor shall develop, document, and maintain an up-to-date Standards and Procedures Manual addressing the implementation of contract security requirements (e.g., SOP for account management, audit log reviews, vulnerability and patch management processes, etc.). The Contractor shall provide this Standards and Procedures Manual within 120 days of contract award.
- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall provide automated feeds of continuous monitoring output to the DOT / OS Continuous Diagnostic & Mitigation (CDM) dashboard in the format required by DHS. The continuous monitoring program shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, *Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations*, and DOT Cybersecurity policy. The following are the minimum requirements for ISCM:
- **ASSET MANAGEMENT** - Using DOT approved Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing DOT-owned information/data. As part of ISCM, the detection of unauthorized components/assets shall be performed in near real-time to support timely incident response and prevent unauthorized access. In addition, inventory reports shall be produced at least monthly. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The Contractor shall maintain the DOT approved process to report an inventory of 100 percent of DOT IT assets using SCAP-compliant automated tools.
- **CONFIGURATION MANAGEMENT** - Use DOT approved SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard DOT and government configuration baselines at least weekly. The Contractor shall maintain the DOT approved process to report security configuration compliance information for 100 percent of DOT IT assets using SCAP-compliant automated tools.

- **VULNERABILITY MANAGEMENT** - Use DOT approved SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with DOT policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. The Contractor shall maintain a DOT approved process to report security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report at least weekly.
  - **REMOTE ACCESS.** The Contractor shall comply with DOT remote access policy (see DOT Cybersecurity Policy and Compendium) when accessing DOT systems and information from a remote location. DOT approved multifactor authentication (such as PIV Card) shall be implemented when remotely accessing sensitive DOT information/data on both Government owned and Contractor owned systems. In addition, all remote connections to information systems containing DOT information/data shall utilize FIPS-140-2 validated encryption and be configured to: assess and correct system configurations upon connection; scan for viruses and malware upon connection; prohibit split tunneling; and session lockout after fifteen (15) minutes of inactivity.
    - **PATCHING AND VULNERABILITY REMEDIATION.** Install vendor released security patches and remediate critical, high and medium vulnerabilities in systems processing government information in an expedited manner, within specified timeframes as provided within DOT Security Weakness Management Guide and in accordance with the DOT Security Operations Center.
  - **SECURE CODING.** Follow secure coding best practice requirements, as directed by National Institute of Standards and Technology (NIST), and United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- 3) **GOVERNMENT ACCESS FOR SECURITY ASSESSMENT** The Contractor shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of DOT, including but are not limited to:



- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours Contractor local time, to access Contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.

The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the DOT Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

- b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the Contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
  - c. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
  - d. Cooperate with inspections, audits, investigations, and reviews.
- 4) **END OF LIFE COMPLIANCE.** The Contractor shall use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the DOT waiver process (approved by DOT CISO). The Contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with DOT *End-of-Life Operating Systems, Software, and Applications Policy*.

- 5) **DESKTOPS, LAPTOPS, AND OTHER COMPUTING DEVICES REQUIRED FOR USE BY THE CONTRACTOR.** The Contractor shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of DOT are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:
- a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with DOT and FIPS 140-2 encryption standards.
  - b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB), and *OS Minimum Security Configuration Standards*;
  - c. Maintain the latest operating system patch release and anti-virus software definitions;
  - d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
  - e. Automate configuration settings and configuration management in accordance with DOT security policies, including but not limited to:
    - Configuring its systems to allow for periodic DOT vulnerability and security configuration assessment scanning; and
    - Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a **monthly** basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.
  - f. Application white-listing shall be deployed on desktops, laptops and servers.
  - g. Laptops and desktops shall be configured to disallow bridged or dual-connectivity.

- h. Contractor shall segregate all DOT-related systems and hosted applications via controlled access areas (e.g., cages) from other supported customers.
- i. Contractor shall utilize context/application-level firewalls for application segregation of all DOT hosted applications, regardless of the system impact categorization.

## H.9 Cloud Services Privacy and Security Requirements

### H.9.1 DOT FedRAMP Privacy and Security Requirements

The Contractor may be responsible for the following privacy and security requirements if cloud services are provided:

- 1) **FedRAMP COMPLIANT ATO.** Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. A FedRAMP compliant ATO shall have been granted prior to the contract award.
- a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline ([www.FedRAMP.gov](http://www.FedRAMP.gov)). The *DOT Information Security and Privacy Policy (IS2P)* and *DOT Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance* further define the baseline policies as well as roles and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
- b. A security control assessment shall be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and **annually** thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
- 2) **DATA JURISDICTION.** The Contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS).

3) **SERVICE LEVEL AGREEMENTS.** The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with ITSS and OS to develop and maintain an SLA.

4) **INTERCONNECTION AGREEMENTS/MEMORANDUM OF AGREEMENTS.** The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements/Understanding in accordance with DOT / OS policies.

#### H.9.2 Protection of Information in a Cloud Environment

- 1) If Contractor (and/or any subcontractor) personnel shall remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with DOT policies.
- 2) DOT will retain unrestricted rights to federal data handled under this contract. Specifically, DOT retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of DOT and hosted on Contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data shall be available to DOT within **one (1) business day** from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to DOT.
- 3) The Contractor shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and DOT policies.
- 4) The Contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
  - a. Maintenance of links between records and metadata, and
  - b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

- 5) The disposition of all DOT data shall be at the written direction of DOT. This may include documents returned to DOT control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
- 6) If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements.

### **H.9.3 Security Assessment and Authorization (SA&A) Process**

1) The Contractor shall comply with DOT and FedRAMP requirements as mandated by federal laws, regulations, and DOT policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and DOT security policies

- a. In addition to the FedRAMP compliant ATO, the Contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO shall be approved by the OS authorizing official (AO) prior to implementation of system and/or service being acquired.
- b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high shall leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems shall make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
- c. For all acquired cloud services, the SA&A package shall contain the following documentation: complete FedRAMP based SA&A package and FedRAMP ATO documentation (either JAB-based P-ATO or an executed agency-sponsored ATO). Following the initial ATO, the Contractor shall review and maintain the ATO in accordance with DOT / OS policies.

2) DOT reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If DOT exercises this right, the Contractor shall allow DOT employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with DOT requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

3) The Contractor shall identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the Contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, DOT may require remediation at the Contractor's expense, before DOT issues an ATO.

4) The Contractor shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All vulnerabilities and other risk findings shall be remediated by the prescribed timelines from discovery: (1) critical vulnerabilities no later than **fourteen (14) days**; (2) high vulnerabilities no later than **thirty (30) days**, medium vulnerabilities no later than **sixty (60) days**, and (3) low vulnerabilities no less than **ninety (90) days**. In the event a vulnerability or other risk finding cannot be mitigated within the prescribed timelines above, they shall be added to the designated POA&M list and the mitigated strategy and timelines will be documented as part of the ISCM program. DOT will determine the risk rating of vulnerabilities using FedRAMP baselines.

**2) REVOCATION OF A CLOUD SERVICE.** DOT OS have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet DOT and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, DOT / OS may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

#### **H.9.4 Reporting and Continuous Monitoring**

- 1) Following the initial ATOs, the Contractor shall perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities on a monthly basis to review both vulnerabilities and POA&M status.
- 2) At a minimum, the Contractor shall provide the following artifacts/deliverables on a **monthly** basis:
  - a. Operating system, database, Web application, and network vulnerability scan results;

- b. Updated POA&Ms;
- c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the OS System Owner or AO; and
- d. Any configuration changes to the system and/or system components or CSP's cloud environment, that may impact DOT's / OS's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract shall be approved by the agency.

#### **H.10 Configuration Baseline**

- 1) Contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), or any other DOT / OS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved DOT/OA USGCB or DISA STIG configuration baseline.
- 2) The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with DOT and NIST defined configurations and do not alter these settings.

#### **H.11 Incident Reporting**

- 1) The Contractor shall provide an Incident and Breach Response Plan (IRP) in accordance with DOT, OMB, and US-CERT requirements and obtain approval from the OpDiv. In addition, the Contractor shall follow the incident response and US-CERT reporting guidance contained in the FedRAMP Incident Communications.
- 2) The Contractor shall implement a program of inspection to safeguard against threats and hazards to the security, confidentiality, integrity, and availability of federal data, afford DOT access to its facilities, installations, technical capabilities, operations, documentation, records, and databases within **72 hours** of notification. The program of inspection shall include, but is not limited to:
  - a. Conduct authenticated and unauthenticated operating system/network/database/Web application vulnerability scans. Automated scans can be performed by DOT personnel, or agents acting on behalf of DOT, using agency-operated equipment and/or specified tools. The Contractor may choose to run its own automated scans or audits, provided the scanning tools and configuration settings are compliant

with NIST Security Content Automation Protocol (SCAP) standards and have been approved by the agency. The agency may request the Contractor's scanning results and, at the agency discretion, accept those in lieu of agency performed vulnerability scans.

- b. In the event an incident involving sensitive information occurs, cooperate on all required activities determined by the agency to ensure an effective incident or breach response and provide all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. In addition, the Contractor shall follow the agency reporting procedures and document the steps it takes to contain and eradicate the incident, recover from the incident, and provide a post-incident report that includes at a minimum the following:
- Company and point of contact name;
  - Contract information;
  - Impact classifications/threat vector;
  - Type of information compromised;
  - A summary of lessons learned; and
  - Explanation of the mitigation steps of exploited vulnerabilities to prevent similar incidents in the future.

#### **H.12 Media Transport**

- 1) The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards)
- 2) All information, devices and media shall be encrypted with DOT-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

#### **H.13 Boundary Protection: Trusted Internet Connections (TIC)**



- 1) The Contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
- 2) The Contractor shall route all external connections through a TIC.
- 3) **NON-REPUDIATION.** The Contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

## **H.14 Additional Security and Privacy Requirements**

### **14.1 Hardware**

- 1) **CARD READERS.** The Contractor shall include [Federal Information Processing Standard \(FIPS\) 201-compliant](#) smart card readers (referred to as LACS Transparent Readers) with the purchase of servers, printers, desktops, and laptops.
- 2) **MOBILE DEVICES.** The Contractor shall follow NIST 800-124, Rev. 1, *Guidelines for Managing the Security of Mobile Devices in the Enterprise* when using mobile devices that process or store DOT data.

### **14.2 Non-Commercial and Open Source Computer Software**

The Contractor shall follow secure coding best practice requirements, as directed by the United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP) that will limit system software vulnerability exploits.

### **14.3 Information Technology Application [Solution] Design, Development, or Support**

- 1) The Contractor shall ensure IT applications designed and developed for end users (including mobile applications and software licenses) run in the standard user context without requiring elevated administrative privileges.

- 2) The Contractor shall follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- 3) The Contractor shall ensure that computer software developed on behalf of DOT or tailored from an open-source product, is fully functional and operates correctly on systems configured in accordance with government policy and federal configuration standards. The Contractor shall test applicable products and versions with all relevant and current updates and patches updated prior to installing in the DOT environment. No sensitive data shall be used during software testing.
- 4) The Contractor shall protect information that is deemed sensitive from unauthorized disclosure to persons, organizations or subcontractors who do not have a need to know the information. Information which, either alone or when compared with other reasonably-available information, is deemed sensitive or proprietary by DOT shall be protected as instructed in accordance with the magnitude of the loss or harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the data. This language also applies to all subcontractors that are performing under this contract.

#### **H.15 CONTRACTOR PERFORMANCE EVALUATION(S)**

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

#### **H.16 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION**

The purpose of this clause is to set forth the restrictions that shall govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor shall have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

(i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;

(ii) Safeguard information from unauthorized use and disclosure;

(iii) Allow access to the information only to those employees who need it to perform services under this contract;

(iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;

(v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and

(vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

(i) Compete for work for the Government; or

(ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

- (i) Notify the Contracting Officer; and
- (ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

- (i) Require the contractor to remove the contract employee or employees from the performance of the contract;
- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

#### **H.17 MANAGEMENT OF SENSITIVE INFORMATION**

In addition to electronic data security requirements, the contractor shall have a plan for the protection of any paper records, field notes, or other documents that contain sensitive or personally identifiable information. In addition, the contractor shall notify – within one hour – the COR of any suspected or confirmed instance of compromised data security.

In addition to the requirements specified elsewhere in this contract, the Contractor shall have a plan for the protection of any paper records, field notes, or other documents that contain sensitive or personally identifiable information. The Contractor shall ensure that all of its employees, subcontractors (at all tiers), and employees of each subcontractor, who perform work under this contract/subcontract, are trained on data privacy issues and comply with the above requirements.

The Contractor shall submit a written plan and assurance for complying with the above requirements at least annually. See Personally Identifiable Information (PII) Breach Response Team (BRT) Policy (Attachment J-17\_

#### **H.18 DATA RIGHTS**

Data rights shall be in accordance with FAR 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014), unless otherwise specified.

#### **H.19 ORGANIZATIONAL CONFLICT OF INTEREST**

- a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.
- c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action

which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503, as applicable.

## **H.20 ORDERING PROCEDURES**

When the need for services arises, a Request for Quotations (RFQ) will be issued from which a resultant order will be made. Orders and RFQs will be issued via e-mail.

Specifications and format of quotes will be given at the order level RFQ. Quotes shall be received by the time specified in the requirement. Difficulties in transmission are not the responsibility of the Government. The RFQ and/or order package will include special instructions that are particular to the requirement and information concerning the basis for award. The basis for award of any order will be determined by the specific programmatic needs of the requesting agency.

If an RFQ is issued the Government is not obligated to issue an order against any RFQ. The Government may modify, delay action on, or cancel any RFQ when deemed to be in the Government's best interest. The Government will not reimburse the Contractor for any expenses related to quote preparation and submission.

It is expected that the frequency of ordering will be at least once per year. The estimated value of this Contract (total of all anticipated orders) is \$700 million. However, the Government reserves the right to exceed this ceiling amount by no more than 25% in response to an increased need. Further, the Government is only responsible for money obligated to the contract and committed to the Contracting Officer. If the estimated value of the Contract is reached, additional price reductions/discounts may be sought.

### **H.20.1 ORDER INFORMATION**

Each order will contain the following minimum information:

1. Date of award
2. IDIQ.number and task order number
3. Total dollar amount of the task order
4. Performance Work Statement, Deliverables, and any special instructions/requirements
5. Period of performance

6. Place of Performance
7. Authorities of Government Personnel including the name and address of the COR
8. Invoicing Instructions

## **PART II - CONTRACT CLAUSES**

### **I.1 FAR 2.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The contract incorporates the following clauses (as indicated by an "X") 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. Also, the full text of a clause may be accessed electronically at

this/these address (es): [www.acquisition.gov/far](http://www.acquisition.gov/far).

<b>Applicable "X"</b>	<b>FAR Clause Number</b>	<b>FAR Clause Title (Thru FAC 2005-95)</b>
X	52.202-1	Definitions (NOV 2013)
X	52.203-3	Gratuities (APR 1984)
X	52.203-5	Covenant Against Contingent Fees (MAY2014)
X	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
X	52.203-7	Anti-Kickback Procedures (MAY 2014)
X	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
X	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
X	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)
X	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

<b>Applicable “X”</b>	<b>FAR Clause Number</b>	<b>FAR Clause Title (Thru FAC 2005-95)</b>
X	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCTOBER 2016)
X	52.204-13	System for Award Management Maintenance (OCT 2016)
X	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
X	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
X	52.215-2	Audit and Records—Negotiation (OCT 2010)
X	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
X	52.215-14	Integrity of Unit Prices (OCT 2010)
X	52.215-23	Limitations on Pass through charges (OCT 2009)
X	52.217-8	Option to Extend Services (NOV 1999)
X	52.219-4	Notice of Price Evaluation Preference for HUB-Zone Small Business Concerns (OCT 2014)
X	52.219-8	Utilization of Small Business Concerns (NOV 2016)
X	52.222-2	Payment for Overtime Premiums (Jul 1990)
X	52.222-3	Convict Labor (JUN 2003)
X	52.222-17	Non-displacement of Qualified Workers (MAY 2014)
X	52.222-21	Prohibition of Segregated Facilities (APR 2015)
X	52.222-26	Equal Opportunity (SEP 2016)
X	52.222-35	Equal Opportunity for Veterans (OCT 2015)
X	52.222-36	Equal Opportunity for Workers with Disabilities (JULY 2014)



Applicable "X"	FAR Clause Number	FAR Clause Title (Thru FAC 2005-95)
X	52.222-37	Employment Reports on Veterans (FEB 2016)
X	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
X	52.222-50	Combating Trafficking in Persons (MAR 2015)
X	52.222-54	Employment Eligibility Verification (OCT 2015)
X	52.223-13	Patent Rights-Ownership by the Government
X	52.223-6	Drug-Free Workplace (MAY 2001)
X	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
X	52.227-13	Patent Rights-Ownership by the Government (DEC 2007)
X	52.227-14	Rights In Data-General (MAY 2014)
X	52.232-7	Payments under Time and Materials and Labor Hour Contracts (APR 1984)
X	52.232-9	Limitation on Withholding Payments (APR 1984)
X	52.232-17	Interest (MAY 2014)
X	52.232-23	Assignment of Claims (MAY 2014)
X	52.232-25	Prompt Payment (JAN 2017)
X	52.232-33	Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)
X	52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
X	52.233-1	Disputes (May 2014) <u>X</u> Alternate I (DEC 1991)
X	52.233-3	Protest After Award (AUG 1996) <u>X</u> Alternate I (JUN 1985)

<b>Applicable “X”</b>	<b>FAR Clause Number</b>	<b>FAR Clause Title (Thru FAC 2005-95)</b>
X	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
X	52.237-3	Continuity of Services (JAN 1991)
X	52.242-3	Penalties for Unallowable Costs (MAY 2014)
X	52.242-13	Bankruptcy (JUL 1995)
X	52.243-3	Changes- Time and Material or Labor Hours (Sep 2000)
X	52.244-2	Subcontracts (OCT 2010)
X	52.244-6	Subcontracts for Commercial Items (JAN 2017)
X	52.246-23	Limitation of Liability (FEB 1997)
X	52.246-25	Limitation of Liability-Services (FEB 1997)
X	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (April 1984)
X	52.249-14	Excusable Delays (APR 1984)

### **I.1.2 DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS**

#### **(48 CHAPTER 12) CLAUSES BY REFERENCE**

This contract incorporates the following Transportation Acquisition Regulation clauses (TAR) 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.

1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 2005)

1252.237-73 KEY PERSONNEL (APR 2005)

1252.239-70 Security requirements for unclassified information technology resources (APR 2005)

## **I.2 TAR CLAUSES IN BY FULL TEXT**

### **I.2.1 TAR 352.224–71 Confidential Information (DEC 2015)**

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until written approval is provided by the government COR

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract:

- Personally Identifiable Information (PII) and proprietary / confidential information pertaining to an organization

(ii) The reason(s) for restricting the types of information identified in subparagraph

(i) is/are:

- The protection of confidential individual and organizational information

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

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

#### **FULL TEXT**

This Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

#### **I.3.1 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Contracting Officer, OST Office of Acquisition Services and shall not be binding until so approved.

#### **I.2.2 FAR 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 seven (7) days within the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

#### **I.2.5 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

#### **I.2.6 FAR 52.222-37 -- EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 “Federal Contractor Veterans’ Employment Report” (see “VETS-4212 Federal Contractor Reporting” and “Filing Your VETS-4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### **I.3.1 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 before task order expiration.

### **I.3.2 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 60 days before task order expiration; 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 seven years and six months.

#### **1.4 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

(b) The use in this solicitation or contract of any Health and Human Services Acquisition Regulations (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

##### **I.4.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION 2015-02)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements

prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

## **SECTION K - Representations, Certifications, and Other Statements of Offerors or Respondents**

### **K.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (FEB 2015) (DEVIATION 2015-02)**

- (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

### **K.2 CLASS DEVIATION TO IMPLEMENT APPROPRIATIONS PROVISIONS RELATED TO SUSPENSION AND DEBARMENT AND TAX DELINQUENCIES**

Alternate Provision: Contractor Tax Liability or Felony Conviction

The Consolidated and Further Continuing Appropriations Act, 2015 Pub. L 113-235, Division E, Sections 744 and 745 prohibits covered agencies from using funds to enter into contracts with corporations that have unpaid federal tax delinquencies or certain felony convictions unless certain conditions are met.

a. The Offeror represents that -



1. It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
2. It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

### L.1 GENERAL INSTRUCTIONS

This section of the Instruction to Offerors provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal shall include all data and information requested by the RFP and shall be submitted in accordance with these instructions. The offer shall be compliant with the requirements of the solicitation. **Non-conformance with the instructions provided in this Information to Offerors *may* result in removal of the proposal from further evaluation.**

The following instructions establish the acceptable minimum requirements for the format and content of your proposal by submitting a proposal in response to this solicitation, it is understood that your proposal shall become a part of the official contract file.

Your attention is directed to the requirements for the submission of technical proposals, business proposals, and past performance information contained in Sections L of the solicitation. The proposal shall be submitted in accordance with these instructions.

The proposal shall be prepared in three volumes:

Tab A - Attachments

Tab B - Technical Proposal and Past Performance, and

Tab C - Business Proposal "to include price/cost"

Each of these parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently of the evaluation of the others.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Submissions that represent a mere restatement of the Government's requirements will be deemed non-responsive and may be removed from further consideration. Offerors shall assume that the Government has no prior knowledge

of their facilities and/or experience and will base its evaluation on the information presented in the Offeror's proposal.

Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. Internet hyperlinks to information are not permitted.

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

**L.2 WHO MAY PROPOSE.** This is a full and open competition and businesses of all sizes are encouraged to submit a proposal. It is noted that there will be two awards made under this solicitation, one to a large business and one to a small business. The requirements characterized in Attachment J-1 are specifically targeted for small business. To receive any award, a firm must be deemed to be technically capable of performing the tasks identified in the requirements document.

The "entity" listed in Block 15A of Form SF33 is considered the prime contractor. The entity listed in Block 15A can only submit one proposal as a prime. Any legally organized Offeror which qualifies as a business under the applicable NAICS code may submit a proposal.

**L.3 CONTRACTOR TEAM ARRANGEMENTS.** Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime Contractor; or (2) a potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government Contract or acquisition program.

In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of Contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer.

For Contractor Team Arrangements that are not officially organized as a separate legal entity, the proposal shall clearly identify which teaming or joint venture partner will act as the prime Contractor. The Offeror

shall identify the major or critical aspects of the requirement to be performed by each entity identified in the Contractor Team Arrangement.

The submission shall contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Contractor Team Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement.

#### **L.4 GENERAL INFORMATION**

**a. POINTS OF CONTACT:** The Contract Specialists are the sole points of contact for this procurement. Address any questions or concerns you may have to the /Contract Specialists. Written requests for clarification shall be sent to the following email addresses: EITSS\_Competition@dot.gov. Questions will be accepted through noon on XXXX.

**b. DEBRIEFINGS:** The Contracting Officer will notify Offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify all unsuccessful Offerors of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing shall make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

**c. DISCREPANCIES:** If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the government via the EITSS competition email address, EITSS\_Competition@dot.gov, in writing with supporting rationale. The Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

**d. REFERENCED DOCUMENTS:** All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) web site at <http://www.fedbizopps.gov>.

Potential Offerors are encouraged to subscribe for real-time email notifications when information has been posted to the website for this solicitation.

The Government-wide Point-of-Entry, Federal Business Opportunities, is the official repository for all information related to this acquisition. **Potential offerors are encouraged to subscribe for real-time e-mail**

**notifications when information has been posted to the website for this solicitation.** The Government is not responsible for the accuracy of information or data posted on other websites or forums.

**e. COMMUNICATIONS:** Exchanges of source selection information between Government and Offerors will be controlled by the Contracting Officer. Email may be used to transmit such information to Offerors. All emails should include "EITSS: Source Selection Information – See FAR 2.101 & 3.104" in the Subject line

**f. COMPETITIVE RANGE DETERMINATION:** The Government reserves the right to make award without discussions or establishment of a competitive range. In the event a competitive range is established and 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. In accordance with FAR Part 15.306(c)(2), Offerors are advised that the competitive range may be further reduced for purposes of efficiency.

#### **L.5 ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS**

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table L.10 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits as specified in the table. The contents of each proposal volume are described in the information to Offerors paragraph as noted in the Section L.12 below.

#### **L.6 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 shall 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 this/these address(es): <http://www.acquisition.gov/far/>

[\*\*\*complete provisions to be included in final solicitation, as applicable]

#### **L.7 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010); ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described in the Business Proposal Instructions. (End of provision)

## **L.8 FUNDING**

There will be no funds obligated at the Contract level. All funding will be obligated at the order level.

## **L.9 INQUIRIES/SUBMISSION**

All questions/inquiries concerning the solicitation document shall be submitted by e-mail (no faxes or telephone calls please) to [EITSS\\_Competition@DOT.gov](mailto:EITSS_Competition@DOT.gov), no later than XXXX, 2018 at 11:59pm Eastern Time. Any resulting additions, deletions or changes to the solicitation will be made by issuance of a formal amendment. Offerors are instructed specifically to contact DOT by emailing to [EITSS\\_Competition@DOT.gov](mailto:EITSS_Competition@DOT.gov) in connection with any aspect of this requirement prior to contract award. The Government does not intend to extend the due date for proposals.

The Offeror shall submit two (2) thumb drives versions of their proposals to the Government's Contract Specialists at OST Acquisition Services, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590-0001. Submission of CDs and e-mails are unacceptable and will be rejected.

## **L.10 PROPOSAL STRUCTURE**

The proposal response will consist of two separate proposal phases summarized in the table below.

RFP PHASE	VOLUME #	SECTIONS	PAGE LIMITATIONS
PHASE 1	1	1 - Table of Contents for all Volumes  2 – First page of Solicitation/Contract Form/Signed Amendments  3 – Company Information/identify company size in bold print.  4 – Solicitation Section  5 – EEO Pre-Award Information  6 – Security Classification  7 - Compliance Statement	N/A  N/A  1 page  1 page  N/A  N/A
	2	<b>Past Performance and Corporate Experience Proposal:</b>  Subfactor 1: Past Performance	10 pages; 2 per reference
	3	<b>Price Proposal</b>	

PHASE 2	4	<b>Technical Proposal:</b>	
		<u>Executive Summary</u>	2 pages
		<b>Technical Proposal:</b>	
		Subfactor 1: Technical	
		1 -Technical Approach and 2 - Responses to Challenge Questions	10 pages
	4	<b>Technical Proposal:</b>	
		Subfactor 2: Program Management (Organizational Structure and Subcontractor	25
		<b>Technical Proposal:</b>	15
		Subfactor 3: Transition	
	4	<b>Technical Proposal:</b>	5
		Subfactor 4: Staffing Plan and Key Personnel	
	4	<b>Technical Proposal:</b> <b>Appendixes</b>	
		Appendix 1: Key Personnel Resumes (2 pages maximum each) excluded from page limitations)	
		Appendix 2: Draft Quality Management Plan	
	3	Price Proposal (Factor 3)	

## L.11 TECHNICAL PROPOSAL INSTRUCTIONS

**TABLE OF CONTENTS FOR ALL VOLUMES.** Include a master table of contents of the entire proposal to include each Volume.

**SOLICITATION/CONTRACT FORM.** Completion of blocks 15A/B and 16 and signature and date for blocks 17 and 18 of the Standard Form (SF) 33. Signature by the Offeror on the SF33 constitutes an offer, which the Government may accept.

Offer should be signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture shall be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

**PROPOSAL ACCEPTANCE PERIOD.** The Offeror shall fill in block 12 of the SF 33 that its proposal is valid for no less than 180 days from the date of submission of its proposal response to the RFP.

**PROPOSAL ACCEPTANCE PERIOD AUTHORIZED OFFEROR PERSONNEL.** Provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

**COMPANY/DIVISION ADDRESS, IDENTIFYING CODES, AND APPLICABLE DESIGNATIONS.** Provide company/division's street address, CAGE code and facility code(s); DUNS code; Taxpayer Identification Number; federally designated category(ies). This same information shall be provided if the work for this Contract will be performed at any other locations. List locations where work may be performed and indicate whether such facility is a division, affiliate, or subcontractor.

**COMPLIANCE STATEMENT.** The Offeror is required to **sign** and certify that all items submitted in the proposal comply with the RFP requirements and any differences, deviations or exceptions shall be stated and explained in this section.

**Security Classification.** The statement of compliance acknowledges that the Offeror complies to requirements and expectations as described in Section H covering security.

Offerors are required to complete the statement and submit it with their proposals. Even if there are no differences, deviations or exceptions, the Offeror shall submit the **signed** Compliance Statement stating



that no differences, deviations or exceptions exist.

Sample: Statement of Compliance: This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.

**CONFLICT OF INTEREST** in accordance with Sections L and M.

## **Volume II – FACTOR 1: PRICE PROPOSAL FORMAT AND SPECIFIC CONTENT**

Price Proposal for Labor Rates provided in attachment \_\_\_\_\_.

### **L.12 PRICE/BUSINESS PROPOSAL INSTRUCTIONS**

Part I: Cost/Price Information

Part II: Other Financial and Organization Information

- The Business Proposal should contain a cover sheet that clearly identifies the offerors name, RFP number [XXXX and date].
- The electronic submission(s) of the Business Proposals shall allow the Government to interact with the data.
- A completed Standard Form LLL, Disclosure of Lobbying Activities, shall be completed and submitted. The Form is included as Attachment J-37.
- Page Limit: None

Your proposal shall stipulate that it is predicated upon all the terms and conditions of this solicitation and be signed by an official authorized to bind your organization. In addition, it shall contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government

***Note: DOT will not be liable for the failure to read and/or evaluate a business proposal that contains a virus and/or similar problem.***

### **L.13 COST/BUSINESS PROPOSAL INSTRUCTIONS**

This volume shall be separate from the Technical volume, and shall contain all pricing information and certain general financial and organizational information as described below. Please note the Pricing Sheet (Attachment J-37) has several tabs including an Instructions tab, Conversion to Firm Fixed Price tab, and a Labor Categories tab.

:

**A. Cost/Business Proposal shall be submitted in two (2) parts:**

Part I: Cost/Price Information

Part II: Other Financial and Organization Information (refer to Section K and instructions under this section)

- B. **OFFER – SF-33:** Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP) shall be filled in as appropriate, signed and returned with the offer.

#### **PART I - COST/PRICE INFORMATION**

a. **Cost/Price Information Assumptions:**

An Offeror shall support its total cost for the task(s) outlined in the Performance Work Statement(s), and shall contain the Offerors best terms from a cost standpoint with applicable discounts for consideration of the total effort. The cost proposal shall be prepared in accordance with the Offerors accounting system and practices and the format of the Cost Proposal templates provided as Attachment XXX. The Business Cost Proposal shall illustrate cost data by cost element (material, labor, indirect costs, etc.) and fixed fee as applicable.

b. **Cost/Price Information Breakdown:**

Proposals shall include, at a minimum:

**Labor Rates/Categories:** Provide labor rates/categories for all proposed staff. Proposal should also include yearly escalation rates. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented.

**Productive Hours:** Define “direct productive hours” and how vacation, sick and other types of leave are accrued, charged and accounted for.

**Indirect Rates:** Discuss the proposed indirect rates for all years and how they are applied/calculated. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars). State any differing rate applications (for example if there is a different proposed rate when applied to travel than when applied to Subcontractor costs). Offerors shall provide dollar values as well as percentages. What will the impact be to the Offeror’s indirect rates if awarded this contract?

**Subcontracts/Consultants [as appropriate]:** The Offeror shall include subcontract information to be evaluated when proposing subcontractors/independent consultants (e.g. name, labor rates, etc.).

- a. Name and address of the Subcontractor or consultant;
- b. Identify the position and the portion of the work to be completed;
- c. Extent to which adequate price competition was obtained, or justification in its absence. This information should be in a Negotiation Memorandum
- d. Format describing the Prime Contractors approach for identifying appropriate subcontractors and/or consultants inclusive of methods used to determine cost reasonableness.
- e. Statement as to whether the proposed Subcontractor is on the list of Parties Excluded from Federal Procurement (ELPS) and Non-Procurement Programs.
- f. Cost proposal inclusive of any supporting documentation needed to substantiate proposed rates, hours, and overall costs. Note: Prime Contractors/Offerors are responsible for performing a cost reasonableness analysis on all its proposed Subcontractors and Consultants in accordance with FAR 15.404-3 and this analysis should be included in the Negotiation Memorandum described above in item c.
- g. Letters of Commitment from the Subcontractor/Consultants indicating their intent to participate in the project.

**Note:** If the Offeror chooses to use a subcontractor(s), the subcontractor shall complete the Subcontractor Checklist per (refer to Attachment J-38) in anticipation of entering into a subcontract arrangement. This Checklist needs to be completed and provided prior to OST consenting to any subcontractor proposed by an Offeror. **A cost/price analysis report shall accompany each named subcontractor/consultant as defined at FAR 15.404-3.**

**Other Direct Costs (ODCs):** This category includes materials, equipment, etc. The Offeror shall consolidate ODCs into one line item. However, a separate schedule shall be provided to breakdown ODCs. The schedule shall provide a detailed itemization of each ODC proposed, and shall also provide rationale for the need of each item.

**Other Divisions:** If other divisions, subsidiaries and parent/affiliated companies will perform work or furnish materials under this proposed contract, please provide the name, location, and inter-company pricing agreement for evaluation.

**Right of Examination:** By submitting a proposal, an Offeror, if negotiations are necessary, shall grant the CO or an Authorized Representative the right to examine any books, records, documents or other supporting data that will permit adequate evaluation of the proposed cost. This right may be exercised any time before award. The OST may use an independent Contractor to conduct the cost analysis.

**Profit/Fee:** Offeror may propose a fee for this effort. However, the basis and applicability shall be clearly identified in the proposal submission.

## **PART II - OTHER FINANCIAL AND ORGANIZATION INFORMATION**

### **General Information:**

Offerors shall provide the following information:

- a. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years shall accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.

- b. Indicate whether written purchasing procedures exist, and whether the company purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- c. Indicate whether the company accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- d. DUNS and TIN numbers.
- e. If the Offeror takes exception to any of the terms/conditions of the RFP, the Offeror shall note these exceptions and provide an explanation of each.

#### **L.14 FIRM FIXED PRICE CLINS**

Business proposals shall include a completed Attachment J-37 Pricing Template per the instructions provided within the attachment.

##### **Cost or Pricing Data**

- a) Submission of certified cost or pricing data is not required.
- b) Provide the data described below:

The Offeror shall submit a price proposal adequate to determine whether the proposed pricing is consistent with the technical proposal. The price proposed shall consist of discounts, the proposed labor categories and time and/or firm fixed price(s) information to match CLINS as provided by the Government.

#### **L.15 TIME AND MATERIAL/LABOR CLINS**

To assist Offerors in the preparation of their proposals, the Government presents the following bidding assumptions. Offerors are expected to make an independent assessment of the resources required to perform the tasks described in the PWS (Attachment J-2 and J-3 for the Large Business requirement). Offerors should use their own judgment based on their experience and approach to complete this project. Propose the price appropriate for the requirement along with information provided.

Business proposals shall include a completed Attachment J-37 Pricing Template with the applicable Firm Fixed Price (FFP), Cost Reimbursable (CR), Time and Materials (T&M) and/or Labor Hour sections per the instructions provided within this attachment.

(a) Submission of certified cost or pricing data is not required.

(b) Address the items listed in **PART I - COST/PRICE INFORMATION along with the following:**

The Offeror shall submit a price proposal adequate to determine whether the proposed pricing is consistent with the technical proposal and level of effort anticipated. The price proposed shall consist of discounts, and for the proposed labor matching CLINs as provided by the Government.

Items 1 through 4 shall be addressed by each task per CLIN:

1. Labor - Labor estimates shall be supported with breakdowns by individual tasks including the number of labor hours estimated for each proposed labor category by CLIN.
2. Material Costs - Include in this category estimated costs for all materials associated with providing the type of service to be acquired (e.g., direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the contract, and other direct costs such as incidental services for which there is not a labor category in the contract, travel, computer usage charges, etc.). A complete explanation of each material element, detailing the rationale used in developing the estimate shall be included as well as supporting documentation.

Other data required:

3. Commitments - The Offeror shall list commitments of key personnel with other clients/contracts and indicate whether these commitments will or will not interfere with the completion of work and services contemplated to be completed under this contract. The list of key personnel will be required to be in place for 90 days after transition.
4. The pricing section of the applicable Contract and all modifications thereto, and supporting narrative information. The Government should be able to confirm that the labor categories and rates proposed do not exceed those specified in the Offeror's IDIQ Contract.

## **L.16 PAST PERFORMANCE INFORMATION and CORPORATE EXPERIENCE**

### **Factor 2, Subfactor 1: Past Performance**

Offerors will be evaluated on their performance on existing contracts and prior contracts. Offerors should note the difference between past performance and corporate experience. Past performance relates to quality and how well a contractor performed on a contract, while corporate experience is about the type and amount (i.e., quantity, scope of work) of work previously performed by a contractor. For the Past Performance Information Volume, Offerors are to provide Past Performance project references as described in the following paragraphs. Past performance information is available to Federal agencies through a system called the Contractor Performance Assessment Rating System (CPARS). The government will be considering past performance information contained in CPARS to the greatest extent possible.

A maximum of five (5) Past Performance references shall be submitted for contracts within the past five years. A minimum of three (3) projects shall be for performance of the Contractor as the Prime on the cited work. A minimum of one (1) project shall be for Federal customers. Past performance references can be for the Offeror, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to the acquisition. It is at the Offeror's discretion whether or not the Past Performance project references include the same projects/contracts as those cited in the Offeror's Corporate Experience template. The Past Performance Volume shall include a Table of Contents and a list of acronyms and abbreviations, neither of which are included in the volume page limitation.

Each performance reference is limited to two (2) pages and shall include the following information:

- Several points of contact (Contracting Officer, Contracting Officer's Representative and any other pertinent officials that can verify performance) - name, agency/company, address, phone number and email address

- For contracts with the Federal Government, indicate whether the government has evaluated the contractor and past performance information is available through PPIRS or whether the reference will be providing information via the Past Performance Questionnaire (see Attachment J-38)
- Contract title
- Contract number (and task order number when applicable)
- Contract type
- Total contract value (including base & all options)
- Project description and size information
- If the past performance reference is for a subcontractor, identify the major or critical aspects of the requirement that they will perform
- Relevancy to the performance work statement for the subject solicitation
- Did the contract include small business subcontract goals for small disadvantaged business concerns? If so, were the goals met?
- Provide an explanation of problems, delays, cost overruns and corrective actions taken.

For contracts that do not have performance information available through Contractor Performance Assessment Rating System (CPARS), Offerors are requested to provide the Past Performance Questionnaire (Attachment J-38) directly to their reference. The reference should complete the questionnaire and submit information directly back to the Government via email [il to XXX](#) by the add a date prior to the close date of this solicitation. Past performance information is proprietary source selection information. The Government will only discuss past performance information directly with the entity or person that is being reviewed. If there is a problem with the proposed subcontractor's past performance, the prime can be notified of a problem, but no details may be discussed without the subcontractor's permission.

## **Factor 2, Subfactor 2: Corporate Experience**

The Corporate experience proposal shall include at least three (3) contract examples and a maximum of 5. All contract examples provided for Corporate experience shall individually meet the minimum criteria for size, scope and complexity defined below. All contract examples shall have been performed within the last 5 years.

Tasks with the PWS: The Offeror shall submit references describing their experience executing the tasks described in the PWS.



Government conditions as they relate to size, scope and complexity are provided below:

1. Size

- Number of supported end-users – Contract examples shall show experience supporting a minimum of 20,000 seats / end-users.
- Service Desk Call Volume - Contract examples shall show experience managing a minimum of 20,000 calls per month spanning multiple levels of support.
- Incident Management - Contract examples shall show experience managing, end to end, a minimum of 16,000 incidents month spanning multiple levels of support.
- Dollar Value (Funded) - Contract examples shall show experience managing a contract with a funded value of at least \$25 million per year.

2. Scope

- The contract examples shall show recently performed experiences managing an Enterprise Information Technology (IT) contract as prime contractor that provides (at a minimum): End User Services, Delivery Services, Platform Services and Infrastructure Services consistent with this requirement.

3. Complexity

- Geographically disperse locations – the contract examples shall show experience supporting at least 200 locations in the continental US (CONUS).
- Diverse Infrastructure - Contract examples shall show experience managing a diverse enterprise network and compute infrastructure composed of multiple, unique hardware and software configurations inclusive of, but not limited to: Microsoft infrastructure, custom applications and Commercial Off the Shelf (COTS) applications.

**L.17 PRICE**

This volume is a completed Attachment J-37, and shall be separate from the Technical volume, and shall contain all pricing information and assumptions.

The Government will evaluate the Offeror's price proposal to determine whether the proposed prices to perform under this requirement are fair and reasonable. The price volume will not be given an adjectival rating. Completion and compliance of the price template is necessary for a full evaluation of an Offeror's proposal. Price volumes failing to meet or comply with price proposal instructions may be deemed noncompliant. Offerors must use Attachment J.37 EITSS Pricing to complete the price proposal. The

price template includes FTEs and/or labor hours for evaluation purposed only. One additional tab may be added to Attachment J.37 EITSS Pricing for assumptions.

In accordance with FAR 52-216-29 (b) the offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. In accordance FAR 16.601 f (1) the contracting officer is making mandatory the use of blended labor rates for each category of labor in this procurement as prescribed in FAR 52-216-29 (c) (2), which stated “the offeror must establish fixed hourly rates using— Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors.”

The Government will evaluate price proposals by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). As technical difference narrows between offers, price will become more important.

Evaluation of options will be conducted in accordance with FAR 52.217-5. The objective of the evaluation of options is to determine that the price for each of the options to be fair and reasonable. The evaluation of options shall not obligate the Government to exercise any options.

#### **L. 18 PHASE 2 SUBMISSION INSTRUCTIONS**

Phase 2 submission consists of 2 sections:

Volume IV: Factor 1 Technical

Volume III: Pricing (updated if applicable)

#### **L. 19 TECHNICAL PROPOSAL INSTRUCTIONS**

Technical proposals shall have no less than: 1-inch margins; 12 point Arial or Times New Roman font; tables/graphics no less than 10 point font. Offerors are encouraged to be succinct and economical in their presentation. Excessive volume and elaborate presentation are unnecessary. Tables of contents, and works cited and the Technical Appendices are not included in the page count. Technical proposal shall be not exceed 125 pages. All pages exceeding 130 will not be read.

The technical proposal shall not contain references to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical

proposal so that your understanding of the scope of work may be evaluated. It shall disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal shall contain a response to each of the factors and sub factors identified in Section M.

Proposals which merely offer to conduct a project in accordance with the requirements of the Government's scope of work will not be eligible for award by restating the performance objectives and stating "The Offeror will" or "We will" and repeat the requirements of the work described within the PWS. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

Technical Appendices: The technical appendices include

- Appendix 1: Key Personnel Resumes (2 pages maximum each) excluded from page limitations
- Appendix 2: Draft Quality Management Plan
- Appendix 3: Draft Risk Management Plan
- Appendix 4: Service Level Management Plan

## **SECTION INSTRUCTIONS**

### **TECHNICAL APPROACH**

Executive Summary. The Executive Summary should be concise, to include addressing why this Offeror is uniquely qualified for this contract. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

Technical approach and concept of operations:

- Their concept of operations and technical approach
- The features of the approach
- Quantitative and qualitative characteristics of the proposed approach

Challenge questions: Please respond to the below 'challenge' questions, and provide evidence of your experience in execution of your response.

1. What is your approach to end user support service delivery? Include a description of your service delivery model, processes, tools used, key roles and measurements to ensure an exceptional customer experience.
2. What is your approach to provide a nationwide field support service delivery for all DOT locations as described in XXX. Include a description of your process, tools used, key roles and measures used to continuously improve the customer experience?
3. What is your approach to reducing the number of escalated issues and resolving at lowest level possible? Include a description of your process to drive resolution at the lowest level, tools used, key roles and measures for success.
4. What is your approach to proactively manage an IT Infrastructure and end user support environment? Include a description of detection, identification and resolution process of potential issues before they become service impacting, tools used, key roles and measures for success.
5. What is your approach to managing the security posture of the IT infrastructure? Include a description of your process to reduce and eliminate security risks, key roles and measures for success.
6. What is your approach to end user PC and Mobile technology deployment to a nationwide user base of over 10,000 users? Include a description of the imaging, configuration and distribution process, tools used, key roles and measure for success.
7. What is your approach to continuously implementing innovation and cost effective service delivery? Include a description of the process to identify innovative approaches and cost effective service delivery, innovation implementation process, tools used, key roles and measures for success.
8. How do you propose to support surge requirements without impacting service level performance?

## **PROGRAM MANAGEMENT PLAN**

The Offeror shall describe:

1. Organizational Structure and Subcontractor Role
  - Describe the proposed team organization and the major roles associated with their organizational design
  - Describe the membership of their team and the role and contribution of each subcontractor to the total approach

## 2. Subcontractor Management Plan

- Describe describe their proposed approach to managing a team of subcontractors for this effort
- Describe the processes used to effectively manage their subcontractors
- Describe the system of incentives/disincentives to be utilized in motivating their subcontractors to perform
- Describe their approach for correcting substandard subcontractor performance
- Describe their quality management process for ensuring high quality of subcontractor performance and delivery
- Provide the company's names, individual names, and Small Business Plan.

## 3. Integration Plan

- Describe the methods and techniques by which the Contractor shall integrate the task areas within the Task Order.
- Describe how it will align and integrate its efforts with those of the Contractors providing other Task Order services.

## 4. Transition

- Describe their approach and process for conducting Transition In
- Describe roles and responsibilities of their team during Transition In
- Describe how it will collaborate and communicate with the outgoing Contractor
- Describe how it will communicate with the Government during Transition In
- Provide a milestone schedule of Transition In activities
- Provide a plan for Assumption of Responsibility
- Describe their approach and process for conducting Transition Out
- Describe roles and responsibilities of their team during Transition Out

- Describe how it will collaborate and communicate with the incoming Contractor
- Describe how it will communicate with the Government during Transition Out

#### 5. Staffing Plan

- Describe their proposed staffing approach
- List the number of staff proposed, the role of each staff member, and the hours each staff member is expected to provide per period
- Describe its proposed approach to meeting surge requirements
- Describe the specific roles and responsibilities of their team of subcontractors

#### 6. Quality Management Plan

- Describe their approach to managing quality across all areas of performance
- Describe their process for continuous evaluation and improvement across all areas of performance
- Describe their proposed approach to quality control (product oriented) and quality assurance (process oriented)
- Describe their approach for quality defect identification, root cause analysis, quality defect analysis, and quality defect remediation

#### 7. Risk Management Plan

- Describe their process for identifying, classifying and addressing risks in the infrastructure environment
- Describe their proposed approach for risk management and minimizing impact to the environment
- Describe their approach to risk mitigation.

#### 8. Service Level Management Plan

- Describe their approach to measuring, monitoring, and reporting on Service Level Agreement (SLA) attainment

- Describe their approach to SLA failure root cause analysis
- Describe their approach to prevention of SLA failures and to continuous performance improvement

#### 9. Key Personnel Resumes

- Provide a resume for each Key Personnel proposed, not to exceed three (3) pages per resume (not include in page limitation). Key personnel shall be available during the 90 day transition period.

#### **L. 20 PRICING INSTRUCTIONS**

See pricing instructions as referenced in Section 17.3/

#### **L.21 REPRESENTATIONS AND CERTIFICATIONS**

A completed and executed copy of Section K - Representations, Certifications and Other Statements of Offerors or Respondents, shall be included as part of your business proposal.

#### **L. 22 ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE/MITIGATION**

Offerors are required to identify actual and potential organizational conflicts of interest (OCI) related to the services described in the performance work statement for itself, as well as employees, consultants and subcontractors proposed. This includes, but is not limited to:

- The existence of conflicting roles that might bias judgment; and
- Access to nonpublic information that will give the offeror an unfair competitive advantage.

Offerors shall include an explanation of the process used to identify OCIs. If an actual or potential OCI is identified, the offeror shall submit a mitigation plan as part of its proposal. Offerors shall submit with their proposal an OCI affirmation, using the following language:

"I, (Name and Title), warrant that: 1) I am an official authorized to bind the entity; and 2) to the best of my knowledge and belief, actual and potential organizational conflicts of interest have been identified, and disclosed to the Contracting Officer (identify section of proposal) as of (Date)."

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL**

In order for proposals to be considered acceptable and eligible for evaluation, they shall be prepared in accordance with and in compliance with the instructions given in this solicitation and address all of the requirements set forth in all Sections. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for an award.

The Government does not anticipate requesting revisions to proposals, so Offerors should provide their best approach and price in its response to the solicitation.

The agency will assess the evaluation factors in accordance with FAR 16.5, the IDIQ contract, and the evaluation criteria stated within this solicitation. After this assessment, the Contracting Officer may award an order to the Offeror representing the best value, or may contact the Offeror (or multiple Offerors) and request proposal revisions that seek additional price discounts, provide revisions to the technical proposal or explain other aspects of the proposal to improve the terms of the deal reflected in the proposal. This can be done at any phase of the evaluation process. In the event proposal revisions are requested, the Government will not necessarily be seeking revisions from all Offerors, and will not be conducting "discussions" as defined in FAR Part 15.

### **M.2 EVALUATION PROCESS**

**Responsibility and Compliance Review.** The Government will review proposals for responsibility and compliance. Offerors are required to meet ALL solicitation requirements, such as terms and conditions, representations and certifications, and technical/management requirements, in addition to those identified as factors. Offerors are required to address all the evaluation factors, and to ensure they review the requirements documents in its entirety before preparing a response (Attachment J-2 and J-3). Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Any offeror determined to be non-responsive or non-compliant may be removed from further consideration.



The government will use a *source selection down-select approach* in order to streamline the evaluation and source selection process. For this approach, the government intends to evaluate proposals based on one or more evaluation factors and eliminate some from further consideration in subsequent phases. Price will be considered at each phase of the evaluation. After evaluation of the final phase the government will perform a trade-off analysis in order to make a best value award decision.

The following phases will be used in the down-select:

1. **Phase 1** –Past Performance and Corporate Experience (Factor 2), and Price (Factor 3)
2. **Phase 2** – Technical (Factor 1), Price (Factor 3)

**Evaluation of Options.** The Government will evaluate offers by considering rates presented for the seven-year base period and the additional six-month period that may be authorized IAW FAR 52.217-8. See FAR 52.217-8 which authorizes the Government to require continued performance of any services within the limits and at the rates specified in the Contract. The price proposal should include a separate tab for the additional six-month period IAW FAR 52.217-8. The proposed rates shall be the same as the proposed rates from Year 7. The total proposed price will consist of the Contractor's proposed rates for the five-year base period and the option pricing for the additional six-month period. Evaluation of options shall not obligate the Government to exercise the option(s).

**Unbalanced Pricing.** Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable proposal, the price of one or more items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced items. Offers that are determined to be unbalanced may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

### **M.3 BASIS FOR AWARD**

The following factors will be considered in evaluating proposals, in descending level of importance:

- 1) Past Performance and Corporate Experience
- 2) Technical

### 3) Price

Award will be made to the Offeror whose proposal contains the evaluations factors offering the best overall value to the Government utilizing tradeoff process. This will be determined by comparing differences in technical merit and past performance with differences in cost to the Government. In making this comparison the Government is more concerned with obtaining superior technical merit. However, the Government will not make an award at a significantly higher cost to achieve slightly superior technical skills and past performance. The award shall be made based on the decision of which proposal is the best value for the Government.

## **M.4 PAST PERFORMANCE and CORPORATE EXPERIENCE EVALUATION**

The criteria identified below will serve as the standard against which the Past performance and Corporate Experience volume will be evaluated and identifies the significant factors which the Offeror should address in their proposals. Proposals that exceed requirements will be rated more favorably. The following criteria will be used to evaluate sections:

### **Sub Factor 1 – Past Performance**

### **Sub Factor 2 – Corporate Experience**

#### **M.4.1 Sub Factor 1 – Past Performance**

Past performance information is one indicator of an Offeror's ability to perform the contract successfully. This evaluation is subjective and will be based on information obtained from references provided by the Offeror, as well as information obtained by other sources known to the Government. For the purpose of this evaluation the term "Offeror" is inclusive of the prime, predecessor companies, key personnel and subcontractors for which past performance will be evaluated.

The Government will consider the relevancy and quality of the Offeror's past performance to assess the risk of unsuccessful contract performance. Relevancy to the scope and magnitude will be considered as a higher ranking factor than quality of the performance.

#### **STEP 1 - Relevancy**

Each reference will be evaluated for relevancy based on the scope and magnitude of effort and complexities of the work performed and how it compares to the services specified in Section \*\*\* of this solicitation.

**Rating Definition**

**Very Relevant** Performance effort involved is essentially the same scope as described and magnitude of effort and complexities as required in this solicitation.

**Relevant** Performance effort involved similar scope and magnitude of effort and complexities as required in this solicitation.

**Somewhat Relevant** Performance effort involved some of the scope and magnitude of effort and complexities as required in this solicitation.

**Not Relevant** Performance effort involved little or none of the scope and magnitude of effort and complexities as required in this solicitation.

**STEP 2 - Quality**

To determine how well the Offeror has performed in the past, the Government is using past performance rating information available in the Contractor Performance Assessment Reporting System (CPARS), information provided by references, as well as information obtained by other sources known to the Government.

Offerors will have an opportunity to respond to adverse past performance information for which they have not previously had an opportunity to respond.

Each reference will be evaluated for the overall quality of the performance.

**Rating Definition**

**Excellent** The contractor has performed successfully and greatly exceeded expectations under the contract.

**Good** The contractor has performed successfully under the contract.

**None** No record of performance or performance is inconclusive.

**Marginal**      The contractor has some unsuccessful performance under the contract.

**Poor**      The contractor has performed unsuccessfully under the contract.

### STEP 3 - Risk Rating

After considering the relevancy and the quality of the Offeror's past performance, an overall risk rating will be determined for each Offeror. The risk rating is an assessment of the overall risk of unsuccessful contract performance based on the past performance of the Offeror. The more relevant the references are to the current acquisition, the more significant the reference becomes and the more weight it is given in determining the risk rating. The Government will consider the type and amount of work to be performed by the prime, key personnel, and major or critical subcontractors to determine the significance of their past performance information when determining the risk rating. Past Performance of the EITSS Prime Contractor will be given more weight than Past Performance of an EITSS Subcontractor. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or is inconclusive, the Offeror will not be evaluated favorably or unfavorably on past performance.

Rating	Description
Very Low Performance Risk	Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort
Low Performance Risk	Based on the Offeror's performance record, minimal doubt exists that the Offeror will successfully perform the required effort
Moderate Performance Risk	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
High Performance Risk	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort.
Unknown Performance Risk	No performance record is identifiable, past performance is not relevant to the required effort, or the past performance information is inconclusive.

*Evaluation Approach (Past Performance): **Adjectival***

Each Technical Sub-factor will receive an adjectival rating as indicated below.

*Evaluation Rating Scale & Definitions (Past Performance):*

<b>Rating Scale &amp; Definitions (Past Performance – Relevancy)</b>	
<b>Adjective</b>	<b>Definition</b>
<b>Very Relevant</b>	Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
<b>Relevant</b>	Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
<b>Somewhat Relevant</b>	Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
<b>Not Relevant</b>	Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

NOTE: For **Relevancy**, evaluators will use information from the Past Performance Template

<b>Rating Scale &amp; Definitions (Past Performance – Quality)</b>	
<b>Adjective</b>	<b>Definition</b>
<b>Excellent</b>	The contractor has performed successfully and greatly exceeded expectations under the contract.
<b>Good</b>	The contractor has performed successfully under the contract.
<b>Marginal</b>	The contractor has some unsuccessful performance under the contract.
<b>Poor</b>	The contractor has performed unsuccessfully under the contract.
<b>None</b>	No record of performance or performance is inconclusive.

NOTE: For **Quality**, evaluators will use information from either PPIRS/CPARS or, if no PPIRS/CPARS exists, the PPQ response.

<b>Rating Scale &amp; Definitions (Past Performance – Risk)</b>	
<b>Adjective</b>	<b>Definition</b>
<b>Very Low Performance Risk</b>	Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort
<b>Low Performance Risk</b>	Based on the Offeror's performance record, minimal doubt exists that the Offeror will successfully perform the required effort.
<b>Moderate Performance Risk</b>	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
<b>High Performance Risk</b>	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort.
<b>Unknown Performance Risk</b>	No performance record is identifiable, past performance is not relevant to the required effort, or the past performance information is inconclusive

NOTE: Using relevancy and quality together, evaluators will assess **Risk**.

#### **M.4.2 Sub Factor 2 – Corporate Experience:**

Corporate Experience is one indicator of an Offeror's ability to perform the contract successfully. The Offeror's Corporate Experience section will be evaluated based on the following:

- i. Extent of experience provided and the similarity of the experience to the EITSS requirement from a size, scope, and complexity perspective
- ii. Extent of experience performing tasks that are similar to the EITSS performance work statement
- iii. Extent of experience performing work to address the unique needs of EITSS and its customers
- iv. Corporate Experience of the EITSS Prime Contractor will be given more weight than Corporate Experience of an EITSS Subcontractor

## **M.5 Technical Evaluation**

The criteria identified below will serve as the standard against which the technical proposal will be evaluated and identifies the significant factors which the Offeror should address in their proposals. The evaluation of the Offeror's proposal shall be based upon the completeness and thoroughness of the proposal submitted. Proposals that exceed requirements will be rated more favorably. The following criteria will be used to technically evaluate proposals:

Sub Factor 1 – Technical Approach  
Sub Factor 2 - Program Management

### **M.5.1 Sub Factor 1 – Technical**

- i. The Offeror's Technical section will be evaluated based on the insight, quality, completeness, and appropriateness of the Offeror's approach
- ii. The Offeror's Technical section will be evaluated based on the insight, quality, clarity, and completeness of Offeror responses provided to the Government's challenge questions
- iii. The Offeror's Technical section will be evaluated based on the demonstrated understanding of the DOT environment and the unique needs of DOT
- iv. The Offeror's Technical section will be evaluated based on the Offeror's demonstrated understanding of technical concepts, principles, and standards
- v. The Offeror's Technical section will be evaluated based on the Offeror's demonstrated understanding of superior technical approaches

### **M.5.2 Sub Factor 2 – Program Management**

- i. The Offeror's Management section will be evaluated based on the quality of the team design, the clear allocation of roles and responsibilities, and the contributions of the team members to the approach
- ii. The Offeror's Management section will be evaluated based on the completeness and quality of the proposed approach to subcontractor management, the quality of the proposed subcontractor management processes, the effective use of incentives/disincentives to

motivate performance, and defined methods for preventing and correcting substandard performance

- iii. The Offeror's Management section will be evaluated based on the proposed integration methods and techniques and alignment with other Contractors
- iv. The Offeror's Management section will be evaluated based on the quality of the proposed Transition In/Out approach and process, the clear definition of roles and responsibilities during Transition In/Out, effectiveness of the collaboration and communication strategy for Transition In/Out, quality of the milestone schedule for Transition In/Out, and plan for Assumption of Responsibility.
- v. The Offeror's Management section will be evaluated based on the quality of the proposed staffing approach, the appropriateness of the staffing from a realism standpoint, and the clear definition of roles and responsibilities of the subcontractors.
- vi. The Offeror's Management section will be evaluated based on the quality of the proposed quality management approach and approach to quality control and quality assurance, and methods for quality analysis and remediation. The Offeror's Management section will be evaluated based on the quality of the proposed risk management approach and approach to identify, classify and mitigate risk to minimize impact to the operational environment.
- vii. The Offeror's Management section will be evaluated based on the quality of the proposed approach to measuring, monitoring, and reporting on service level attainment, quality of the approach to root cause analysis, and quality of the approach to prevention of SLA failures and to performance improvement.
- viii. The Offeror's Management section will be evaluated based on the education, experience, certification, skills, and other qualifications of the proposed Key Personnel.

### M 5.3 Evaluation Scale

#### ***Evaluation Approach (Technical): Adjectival***

Each Technical Sub-factor will receive an adjectival rating as indicated below:

#### ***Evaluation Rating Scale & Definitions (Technical):***

Adjective	Definitions
<b>Outstanding</b>	Proposal <u>exceeds</u> the requirements outlined in the solicitation; has multiple significant strengths that will benefit the government; does not have any weaknesses or deficiencies; and demonstrates very high likelihood of fully successful contract performance.
<b>Above Acceptable</b>	Proposal <u>meets</u> the requirements outlined in the solicitation; has at least one significant strength that will benefit the government; does not have any



	significant weaknesses or deficiencies; and demonstrates a high likelihood of fully successful contract performance.
<b>Acceptable</b>	Proposal <u>meets</u> the requirements outlined in the solicitation; has no significant weaknesses or deficiencies; and demonstrates minimal risk and likelihood of fully successful contract performance.
<b>Below Acceptable</b>	Proposal has at least one significant weakness or omission of information; the quote would require revision in order to meet the requirements outlined in the solicitation; and demonstrates moderate risk of unsuccessful contract performance.
<b>Unacceptable</b>	Q Proposal <u>does not meet</u> the requirements outlined in the solicitation; has multiple significant weaknesses and deficiencies (including omissions) and quote would require significant revision in order to meet the requirements outlined in the solicitation; and demonstrates significant risk of unsuccessful contract performance.

## M.6 Factor 3: PRICE EVALUATION

The Government will establish a “total evaluated” price based on a completed **Attachment J.37 – EITSS Pricing**. The government expects to receive price competition through several offers. The “total evaluated price” will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques in accordance with FAR 15.404-1(b) and FAR 15.305. The price proposal will not be given an adjectival rating.

The Government will evaluate price quotes for award purposes by adding the total price for all options to the price for the base requirement. The government will be evaluating price based on both a price reasonableness analysis and balanced pricing. The Government may reject an offer as being unacceptable if it is materially unbalanced as to prices for each year of the contract period. Evaluation of options does not obligate the Government to exercise the options.

The Government will consider the option at 52.217-8 to have been evaluated through the evaluation of rates proposed for all contract periods. Offerors should assume that if the Government exercises clause 52.217-8 to extend performance, that the option will be priced at the rates in effect when the option is exercised.

Unrealistically low estimates may indicate an inability to understand requirements and a high risk approach to contract performance. Accordingly, the Government **may** consider the findings of such an analysis in evaluating an Offeror's ability to perform and the risk of its approach. See **Attachment J.37 – EITSS Pricing**.

## **M.7 ORGANIZATIONAL CONFLICT OF INTEREST**

If the Government determines that an organizational conflict of interest (OCI) exists, that cannot be satisfactorily avoided, neutralized or mitigated or waived, the Contracting Officer may determine that the Offeror will not be eligible for award. The Government reserves the right to only consider mitigation plans proposed by the apparent successful Offeror. If this acquisition is governed by FAR Part 15, the process of approving an OCI mitigation plan and revisions to such a plan does not constitute discussions as described in FAR 15.306.

### **M.7.1 EITSS PROGRAM MANAGEMENT AND TASK ORDER INTEGRATION SPECIFIC ORGANIZATIONAL CONFLICT OF INTEREST**

This requirement is being procured under the Agency's Enterprise IT Shared Services (EITSS) Acquisition Project and is known as the End User Operations and Infrastructure Operations requirement (Attachment J-2 and J-3). Concurrently with, or subsequent to, the Agency is also soliciting a separate requirement known as the EITSS Infrastructure Operations and End User Support. The structure of the EITSS contract includes the Program Management and Integration Support (PM/IS) requirement (Attachment J-1) and awardee for this specific requirement will be tasked to monitor, test, or report on work being performed by the Infrastructure Operations and End User Support awardee creating a need for complete impartiality of the PM/IS awardee. Thus, to avoid any conflict of interest related to impaired objectivity with respect to future contracting opportunities, the Contractor and any subcontractor (including any affiliate as defined in FAR 2.101) under this contract will be prohibited from the award of any EITSS Acquisition for Program Management and Integration Support (PM/IS) related tasks during the performance of this contract.