

**REQUEST FOR QUOTATION (RFQ) No. 693JJ325Q000011, Amendment 5**

**Issuing Office:** IT Acquisition Center of Excellence (ACE) (HCFA-52)  
Office of Acquisition and Grants Management  
Federal Highway Administration (FHWA)  
1200 New Jersey Avenue, SE  
Washington, DC 20590-0001

**Agency Contact:** Soha Saifeddine and Christina McMurtry, Contract Specialists

**Title:** Web Agility Program Support Services (WA3) Blanket Purchase Agreement (BPA) for the U.S. Department of Transportation (DOT)

**RFQ Release Date:** January 16, 2025

**Technical Questions Due Date:** January 29, 2025, must reference the solicitation number and be submitted no later than 12:00 PM (Noon) Eastern Time (ET), by e-mail to [soha.saifeddine@dot.gov](mailto:soha.saifeddine@dot.gov), Christina.McMurtry@dot.gov, and [Gunnar.Prutz@dot.gov](mailto:Gunnar.Prutz@dot.gov).

**Phase I Quotations Due Date:** April 8, 2025, quotations must be submitted via email no later than 12:00 PM ET to: Christina.McMurtry@dot.gov, [soha.saifeddine@dot.gov](mailto:soha.saifeddine@dot.gov), and [Gunnar.Prutz@dot.gov](mailto:Gunnar.Prutz@dot.gov)

**NOTE:** As a result of this RFQ, FHWA anticipates awarding approximately four BPAs. Individual orders may vary in contract type, to include Firm-Fixed-Price (FFP), Time & Materials (T&M)/Labor Hour (LH), or a hybrid of these types.

Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

## PART I BPA TERMS AND CONDITIONS

### 1. DESCRIPTION OF AGREEMENT:

Under the BPA, which will contain the provision to issue FFP, T&M/LH or Hybrid Orders, the successful BPA Offerors must provide Web Agility Program Support Services (WA3), as described in Section 3 - Statement of Work (SOW).

This RFQ is being set aside for small businesses, and as a result of this RFQ, the FHWA anticipates awarding approximately four small business BPA awards but may increase or decrease this amount based on quotes deemed the best value to the Government.

Quotations will be submitted in two phases for this Solicitation. The Phase I quotation submission will consist of a single Technical Quotation volume. The Phase II quotation submission will include a Technical Quotation, and a Business Quotation. The Business Quotation will contain labor categories and labor rates for the resultant BPA awards. The SOW for the BPA is in Section 3 of this RFQ. All other quotation requirements are outlined in Section 36, Contents of Quotations.

### 2. IDENTIFICATION OF SERVICES:

Each BPA Order will specify the services needed. The period of performance for this BPA, for purposes of placing Orders, is 72 months from the date of award. However, Orders placed against the BPA may have a period of performance of up to two years beyond the expiration date of the BPA. The Government is obligated only to the extent of authorized awards made under this BPA.

The BPA Holders must provide the following services in accordance with the Section 3, Statement of Work. All Orders resulting from this BPA will either be FFP, T&M/LH, or a combination of both.

CLIN	Supplies/Services	Quantity	Estimated Value
00001	Web Agility Program Support Services (WA3) 72 Month Ordering Period	1	\$61,000,000
Total			\$61,000,000

During the term of the Agreement, the Government estimates the value of all orders issued against all BPA awards will total \$61,000,000. There is no minimum guaranteed amount, quantity, or initial order quantity under the resulting Agreement.

**NOTE:** Travel and materials will be reimbursed using T&M at the Order level. Indirect rates shall be applied and billed in accordance with the BPA Holder's GSA schedule contract terms and conditions. No fee on material costs or travel will be allowed.

### 3. STATEMENT OF WORK

#### 3.1 BACKGROUND

The U.S. Department of Transportation's (DOT) Office of the Chief Information Officer (OCIO) develops cutting-edge, best-in-class websites and web infrastructure to support Department goals. Areas of focus for this BPA include,

- project management support;
- operations and maintenance of the DOT web environments;
- design and development of new websites, microsites, and web-based applications using web life cycle best practices and standards;
- information architecture;
- content strategy and management;
- graphics development and maintenance;
- website redesign and migration;
- accessibility compliance;
- website analytics and customer feedback tools;
- data visualizations and integrations with external tools; and
- other requirements outlined within this SOW.

The descriptions in this SOW include services to provide on-site and off-site support for the daily operations and maintenance of digital experience platforms, to include the DOT web platform on the Office of the Secretary of Transportation's Drupal Content Management System (CMS). Tasks also include the integration, design, and development of new content and/or digital experiences within DOT digital experience platforms, including the CMS and migration to current versions of Drupal as directed by the government (i.e. Drupal 8/9/10) and/or possible adoption of a new CMS. The Drupal content management system/platform is the current OCIO shared web service for the Department.

The DOT web platform provides mission critical, external facing websites for stakeholders, and it communicates the Department's dynamic information within the evolving transportation sector. Other websites on the current platform include the Department's Operating Administrations (OAs), sub-agencies, and interagency Federal government initiatives.

Web-based applications and products shall be in compliance with the stipulations of Section 508 of the Rehabilitation Act, as amended, 29 U.S.C. § 794d<sup>1</sup> and Web Content Accessibility Guide (WCAG) 2.0 AA<sup>2</sup>. Technical support shall include assistance with testing websites and web-published documents for compliance. If there are questions regarding specific sites, pages or documents, Federal staff shall make final compliance determinations. All websites should be published according to the Office of Management and Budget (OMB) Federal Web Standards<sup>3</sup> and guidance.

This BPA will provide a mechanism to support the following,

- the daily operations and maintenance of the existing DOT Drupal environments, or any

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<sup>1</sup> <https://www.access-board.gov/about/law/ra.html#section-508-federal-electronic-and-information-technology>

<sup>2</sup> [The WCAG 2 Documents | Web Accessibility Initiative \(WAI\) | W3C](#)

<sup>3</sup> [Delivering a Digital-First Public Experience | OMB | The White House](#)

future CMS environments adopted by DOT during the period of performance of this BPA;

- integration and/or enhancement of existing, and new web development projects within the Department;
- project management of multiple, concurrent work streams;
- design and information architecture;
- quality assurance and testing;
- content strategy and development;
- DOT training including job aids and training materials;
- accessibility compliance as it pertains to web and the scanning of all DOT websites.

Support of the existing environment includes coordination with DOT IT Shared Services (ITSS) on all infrastructure changes, coordination with second factor authentication services (e.g., Akamai, Acquia, and other third-party vendors), testing and updating Drupal CORE and 'contrib' modules, and fixes to existing functionality to maintain an optimal web performance for all users.

### 3.2 SCOPE

The BPA Holder(s) shall furnish all necessary personnel, materials, facilities, and supervision to perform all technical, non-personal services necessary to provide a mechanism for OCIO's existing and new small-scale web projects within the DOT web environment including web planning, implementation, design, content development, training, accessibility, and website development support. The government anticipates two distinct roles under this BPA 1) An **Integrator** responsible for leading the CMS governance, strategic planning, operations, maintenance, and responsibility for managing the DOT CMS system and ensuring adherence to DOT policy and best practices, etc. 2) **Web Developer**, responsible for creating new or enhancing existing website projects, who shall coordinate with the Integrator Contractor as directed by the Contracting Officer's Representative (COR)/Task Order Contracting Officer's Representative (TOCOR) during the execution of task orders. It is anticipated that the Contractor performing the role of the Integrator under this BPA will not also be performing the role of the Web Developer.

The scope of this BPA is to provide support for the daily operations and maintenance of the DOT web platform on the Office of the Secretary of Transportation's Drupal CMS, or any future CMS environments adopted by DOT during the period of performance of this BPA, and all associated tasks identified in Section 3.4 Task Areas, which can be found below.

### 3.3 BPA OBJECTIVES

This BPA is intended to give the OCIO the flexibility to define and support web projects as they arise for the life of the BPA.

The overarching objective of this BPA is to provide the OCIO a mechanism for developing innovative, best-in-class websites and web infrastructure to support DOT's goals including existing and new web projects within the DOT web environment, and to provide readily available support and services in response to OCIO and DOT priorities. Responsibilities of the BPA holder include but are not limited to integration support services, web planning, implementation, design, content development, training, accessibility, quality assurance and testing, project management support, and website development support.

The services under this BPA fall into the two categories below and are further defined in Task Area A through Task Area O.

#### Integration Support Services

- Web Agility Strategic Planning and Governance Oversight Lead
- Operations and Maintenance (O&M) of DOT Drupal Environment, or any future CMS environments adopted by DOT during the period of performance of this BPA
- Help Desk Support and Automated Issue Tracking Tool Support Lead
- Disaster Recovery

#### Integration & Web Development Support Services

- Participation in Project Meetings
- Website Redesign and Migration Projects / New Websites on Platform
- Content Management Environment
- Development and Accessibility
- Quality Assurance and Testing
- Project Management, and Project Management Documentation
- Drupal Environment Administrator Support
- Operations
- Training
- New Media Development
- Additional Requirements

### 3.4 TASK AREAS

#### 3.4.1 TASK AREA A – PARTICIPATION IN PROJECT MEETINGS AND ACCOMPLISHMENTS REPORTS

The Contractor shall participate in regular project meetings called by DOT project or technical managers to discuss current status, specifications, work plans, schedules, and related topics. The meetings may be held virtually or on-site at DOT locations, at the Contractor's office, or at other locations as deemed necessary in the Washington, D.C. local area. It is anticipated that project meetings will typically be weekly or bi-weekly.

Unless otherwise required within the issued task order, the Contractor shall meet with the TOCOR within three business days of task order award to discuss task order project management tasks. The project management tasks include, but are not limited to, introduction of Contractor and Government staff, agreement on meeting schedules, and agreement on initial delivery dates.

Relevant contractor staff may, as needed, be asked to attend regularly scheduled DOT federal staff meetings.

The Contractor shall conduct presentations and briefings directly related to projects with various audiences, as requested by the Government. The Contractor shall coordinate with DOT staff as needed to prepare meetings and presentations, ensuring access to DOT collaboration tools (i.e. Teams, Zoom, conference rooms, etc.) necessary for on-site and off-site communication and project meetings.

The Contractor shall provide a monthly report that describes the work completed for all task orders under the BPA. Additionally, for labor hour and time and material orders, a description of labor category hours broken down by task with a short quarterly projection of labor for the contract year shall be provided.

### **3.4.2 TASK AREA B – WEB AGILITY STRATEGIC PLANNING AND GOVERNANCE SUPPORT**

The Integrator Contractor shall provide strategic direction and planning dictated by industry best practices and the needs of DOT and its OAs; strategic direction shall not be confined to the DOT Drupal CMS. The Contractor shall support web governance by developing and maintaining documentation, attending, and facilitating governance meetings, and providing logistical support.

### **3.4.3 TASK AREA C – OPERATIONS AND MAINTENANCE OF DOT DRUPAL ENVIRONMENT**

Operations and Maintenance (O&M) releases are intended to deliver a functional and/or technical adjustment to the application or system to satisfy stakeholder requirements and are considered as part of normal O&M services.

The Integrator Contractor shall provide O&M releases for each application as identified within individual task orders. O&M release content will be determined based on stakeholder needs and Product Owner prioritization and a defined level of effort is required for each ticket in each release. The Contractor shall assist in the bug fixing, testing and deployment as laid out in Agile project methodologies and in collaboration with OCIO, and ITSS resources.

The Integrator Contractor shall perform O&M of the DOT Drupal platform, or any future CMS environments adopted by DOT during the period of performance of this BPA, that supports internal and external web resources. The following tasks are anticipated as part of this task area:

- Develop and maintain web template pages in adherence to DOT policies and standards including Section 508 compliance and WCAG 2.0 AA specifications.
- Offer consultation and advice for new processes/changes to the current system to create efficiencies and improve overall website performance.
- Maintain the platform Drupal CORE module as released into the Drupal community.
- Maintain updates to the Drupal *contrib* modules as released into the Drupal community.
- Monitor and track Drupal module updates so as to comply with the latest version.
- General platform performance improvements and related tasks.
- Maintenance activities pertaining to WCAG 2.0 AA accessibility standards platform wide.
- General platform security upgrades and implementation of new controls in consultation with the OCIO's Chief Information Security Office (CISO).
- Bug fixing of priority, newly introduced, and pre-existing functionality.
- Conduct functional and automated testing; resolve associated errors.
- Coordination with DOT ITSS on infrastructure changes, to include development, submission, and maintenance of change requests.
- Coordination with third party vendors such as, but not limited to, Akamai, Acquia, and two factor authentication services.
- Maintenance of site platform Personal Identity Verification (PIV) integration.
- Provide support for Google Analytics, Google Tag Manager, and Google Cloud (including Maps APIs and Services), assist in generating ad hoc reports, and implement established best practices for platform usage and performance optimization

- Provide DigitalGov Search support and implement maintain search engine optimization (SEO) best practices whenever applicable on the platform.

### **On-Call O&M Support**

As required the Integrator Contractor shall support on-call tasks with responsibility for monitoring systems, responding to alerts or notifications, resolving DOT Drupal O&M issues, and completing maintenance requests. The Contractor shall perform the required O&M tasks for the DOT Drupal environment in the event of an urgent after-hours service issue or request. The Contractor will act as the intermediary between DOT Federal/Contractor teams (OCIO, modal POCs, vendors, etc.) as needed to resolve after- hours issues or maintenance requests.

### **3.4.4 TASK AREA D – HELP DESK SUPPORT AND AUTOMATED ISSUE TRACKING TOOL SUPPORT**

This task area aims to provide Help Desk support for the DOT Drupal platform, as well as for associated child applications (i.e., applications fully integrated with and residing on the DOT platform) and integrated applications (i.e., applications not hosted on the DOT platform). This task includes specific Tier support for third-party tools such as Granicus/GovDelivery, Qualtrics, and any other tools identified by OCIO. The Integrator Contractor shall provide Help Desk support to address user inquiries and technical issues related to the web environment, ensuring that all problems are acknowledged and resolved within three (3) business days of receipt by the service level requirements set forth.

The scope of support shall include incident triage, resolution, and escalation, as necessary, to ensure the continuity of operations and minimize disruptions to business functions. The Integrator Contractor shall maintain a knowledge base and implement standardized workflows to ensure efficient support operations. Help Desk services shall be available between 8:00 AM and 6:00 PM ET, Monday through Friday, excluding federal holidays and weekends, for all requests submitted via phone, email, virtual, or in-person channels. The Integrator Contractor shall also maintain a Help Desk Log using a DOT-provided system to document and track all support activities.

- The Integrator Contractor shall manage Tier 1, Tier 2, and Tier 3 Helpdesk support. The Contractor shall coordinate with DOT Federal/Contractor teams to resolve customer Helpdesk requests. The Contractor shall provide support services in each tier level including but are not limited to the following:

#### **Tier 1 Help Desk**

- Respond to and document all incoming service requests.
- Routing of service requests to the appropriate support group for resolution.
- Escalate the service request as required to Tier 2.
- Provide follow-up to customer/end-user on the status of the service request until resolution.
- Verify service request resolution prior to closure.

#### **Tier 2 Help Desk**

- Provide advanced problem resolution for tickets escalated from Tier Level 1.
- Provide detailed analysis of the problem.
- Determine the appropriate resolution.
- Provide follow-up to customer/end-user on the status of the service request until resolution.

- Make end-user contact as required and provide solutions as practicable over the telephone, MS Teams, and/or through remote access, etc.
- Verify service request resolution prior to closure.
- Escalate the service request as required, to Tier 3.

### **Tier 3 Help Desk**

- Provide advanced problem resolution for tickets escalated from Tier Level 2.
- Provide expert level troubleshooting and analysis methods.
- Provide Subject Matter Experts (SMEs) to assist both Tier 1 and Tier 2 personnel; assist with the research and development of solutions to new or unknown issues.
- Assess the time already spent troubleshooting at the Tier 2, so the service request is prioritized and managed accordingly.
- Provide follow-up to customer/end-user on the status of the service request until resolution.
- Make end-user contact as required and provide solutions as practicable over the telephone, MS Teams, and/or through remote access, etc.
- Verify service request resolution prior to closure.
- Resolve Tier 3 issues and issues resulting from the DOT CMS platform.

### **On-Call Help Desk Support**

As required the Integrator Contractor shall respond to Help Desk requests from 6:00 PM - 8:00 AM ET in the event of an urgent service issue. The Integrator Contractor shall utilize the Automated Issue Tracking Tool to document tickets in response to urgent requests. The Integrator Contractor will act as the intermediary between DOT Federal/Contractor teams (OCIO, modal POCs, vendors, etc.) as needed to resolve urgent Help Desk requests.

### **Automated Tracking Tool**

The Integrator Contractor shall administer an Agile Scrum automated issue, backlog, or user story tracking tool (i.e., Jira, Service Now, etc.) that all Team members will have access to. The Agile Scrum automated tracking tool shall include (NOTE: This is not a comprehensive list, and more items may be added and included as needed.):

- Issues
- Level of Effort
- User Stories
- User Requirements
- Acceptance Criteria
- Value Points
- Product Backlog
- Sprint Backlog
- Velocity Charts
- Burn Down Charts
- Risks
- Test Cases/Scripts
- Test Results
- Linkage between associated sub tasks



### **3.4.5 TASK AREA E – WEBSITE DESIGN, REDESIGN AND MIGRATION PROJECTS / NEW WEBSITES ON PLATFORM**

The Contractor will be responsible for the new implementation and/or migration of existing Departmental websites onto the Drupal platform aligning with federal government web standards and best practices, such as Agile web development.

Activities to include, but not limited to the following:

- Preliminary requirements discovery meetings conducted in coordination with the Integrator Contractor
- Development of initial high level and eventually detailed approaches and scope
- Information architecture to improve external user experience (e.g., find content in minimal clicks, device agnostic, remove obsolete or low-value content)
- Utilize the federal standards of plain language
- Creative design to align with the Departmental branding, as well as adherence to policies and requirements for all federal websites and digital services
- System requirements gathering
- Translation of complex business requirements into system work flows to create a visually appealing, simplified, user experience while upholding federal government security controls
- Specific functional development and module configuration to leverage platform shared templates/content types
- Testing (automated and functional)
- Migration of content and content strategy
- User acceptance training
- Go-live support
- Post-launch support for users and system bug fixing with Integrator oversight
- Leverage search engine optimization (SEO) methods with meta-data built into system templates

### **3.4.6 TASK AREA F – CONTENT MANAGEMENT ENVIRONMENT**

With concurrence from the Government team on DOT priorities, the Contractor shall assist in managing and enhancing the DOT Drupal environment, or any future CMS environments adopted by DOT during the period of performance of this BPA, and will work closely with third-party vendors (e.g. Acquia, Akamai, etc.) on the content management solution. Content management support tasks shall include but is not limited to:

- Coordination with DOT IT Shared Services (ITSS) on infrastructure changes
- DOT Drupal Environment Configuration – Updating the DOT Drupal Environment to integrate with existing third-party tools (e.g., Qualtrics) and finalizing features for the DOT Drupal environment, or any future CMS environments adopted by DOT during the period of performance of this BPA
- Implementation of all Acquia hosting environments

### **3.4.7 TASK AREA G – DEVELOPMENT AND ACCESSIBILITY**

The Contractor shall assist in the development of all features relating to the DOT Drupal environment with concurrence from the Integrator Contractor and government approval. Development includes but is not limited to the following:

- Templates/Content Types – Updates to existing templates/content types and expertise relating to new templates/content types.
- Design and Information Architecture (IA) – New and updates to the design and IA of the platform websites; includes design review with customer prior to implementation.
- Search – Search engine optimization activities to increase the effectiveness of DOT search – for example, related queries and key matches. Implementation of metadata, tagging and organizing content to drive customers directly to information.
- Menu – Updates relating to the menu or the information architecture that drives the menu creation.
- Workflow – Expertise in updating, creating, or deleting workflows or portions of workflows to meet and improve business needs of DOT customers.
- Mobile Web – Updating and developing the content and templates/content types to render on all tablets and mobile devices.
- Social Media – Continue to refine the integration of social media into the Drupal Environment as requested by the COR/TCOR.
- Capability and Module Development – Respond to customer requirements from OCIO and the modes to integrate modules into the DOT Drupal Environment, or any future CMS environments adopted by DOT during the period of performance of this BPA, for example: foreign language, photo gallery, video gallery, calendars, screens reader functionality, and develop new modules as needed.

### **Accessibility**

The Contractor shall support efforts to achieve compliance in line with federal standards and Departmental policy including Section 508 and WCAG AA 2.0 requirements. All web products created by the Contractor shall adhere to these standards.

### **3.4.8 TASK AREA H – QUALITY ASSURANCE**

The Contractor shall provide quality assurance based on functional testing for iteration testing and iteration checkpoints, as well as support through all phases of the system development life cycle for new functionality, enhancement requests, general operations and maintenance of the web platform.

### **3.4.9 TASK AREA I - PROJECT MANAGEMENT & DOT DRUPAL ENVIRONMENT ADMINISTRATOR SUPPORT**

The Contractor shall provide project management support through all phases of the system development life cycle for new functionality, enhancement requests and general operations and maintenance of the web platform. Additionally, the Contractor shall document the change request process and ensure adherence to the model. The management shall follow the Agile and Project Management Body of Knowledge (PMBOK) guidelines for execution of the scope implementation, project status reporting and communication to DOT partners, CORs, technical leadership, and technical quality assurance.

More specifically, the Contractor shall provide:

- Preparation and update of Project Management Plans
- Weekly/Bi-weekly Status Reporting
- Ad Hoc Status Reporting
- Monthly Project Cost Reporting

- Sprint Schedule Reporting
- Earned Value Management Reporting, where appropriate
- Technical Interchange Meetings
- Participation in the development of a Risk Mitigation Plan
- Creation and management of the Project Requirements Traceability Matrix (RTM)
- Creation and management of the Project Risk Register
- Providing information as needed for information security solutions and certification. Assistance to annual security assessment inquiries in coordination with the Government.
- Analysis on issues to determine resolutions and communication to customers and users
- Update on user manuals, videos, and other training and support materials as needed
- Interface with business owners for assistance with system and reporting as needed
- Interface with DOT ITSS and other DOT service providers to identify and troubleshoot issues
- Monthly reporting on O&M activities

### **DOT Drupal Environment Administrator Support**

The Contractor shall support site administration tasks, including responding to user questions and assisting with account management.

#### **3.4.10 TASK AREA J – OPERATIONS**

In coordination with the Integrator Contractor, the Contractor shall assist in the development and implementation of operational standard operating procedures (SOPs) closely aligned with the 21st Century Integrated Digital Experience Act and OMB Guidance. The Contractor shall recommend and assist with operating the DOT websites in line with best practices based on federal guidelines at the cabinet agency level.

The Contractor shall demonstrate proven in depth understanding of the fundamentals, technical and relationship management of Acquia and the Akamai Content Delivery Network for the DOT Drupal platform, or any future CMS environments adopted by DOT during the period of performance of this BPA; the Contractor shall use this knowledge to support web performance, best practices, OMB and DOT web site policy and requirements.

#### **3.4.11 TASK AREA K – DISASTER RECOVERY**

In collaboration with the infrastructure contractor (currently Acquia), the Integrator Contractor will be responsible for maintaining, adjusting, executing, and testing the DOT Drupal Disaster Recovery plan(s). The Integrator Contractor shall ensure that all changes to the production system are fully documented in all the relevant design documents. The Integrator Contractor shall ensure that all code is version controlled and has successfully passed an independent code review prior to any production release; documented evidence of independent code reviews shall be made available to the government upon request. Coding support will include ensuring that configuration management (CM) process and procedures are adhered to and in place for the continued development of the system. CM will include code control in all the system environments which may include the Integration (INTEG), User Acceptance Test (UAT), pre-production, production, and disaster recovery environments.

### 3.4.12 TASK AREA L – TRAINING

The Contractor will provide any training associated with the DOT Drupal platform, or any future CMS environments adopted by DOT during the period of performance of this BPA, within the areas of responsibility. The Contractor will provide training for DOT Drupal users, provide continuous updates to user guides, and conduct comprehensive system testing to ensure full functionality. The Contractor will ensure compatibility with the existing DOT infrastructure and other applications.

### 3.4.13 TASK AREA M – NEW MEDIA DEVELOPMENT

The Contractor shall be familiar with and provide guidance, research, implementation, deployment, and maintenance support for new media tools (e.g., social networking tools, dynamic delivery tools, content syndication, etc.) within the DOT web environments. Ensure all media tools comply with federal regulations.

After federal concurrence on Integrator recommendations, the contractors shall work in concert to provide installation support of New Media tools and applications on the test, development, and production environments. The contractor shall:

- Possess a proven understanding of the fundamentals of New Media implementation and impacts of deployment into an existing Web environment.
- Offer consultation and advice for new tools, including changes to the current toolset.
- Modify existing tools according to DOT requirements and framework.
- Identify tools that are successfully used by public and private sector Web environments that are FEDRamp and Terms of Service accepted.

### 3.4.14 TASK AREA N – INTEGRATOR SUPPORT SERVICES OVERVIEW

The Contractor performing integration services under the Integration support services task area and services defined within the Integrator Contractor task order(s) may contain services that fall under task areas A through M due to the nature of the integration support services.

**Web Agility Strategic Planning and Governance Support:** The Integrator Contractor shall provide comprehensive strategic planning and governance support for web agility initiatives. This includes but is not limited to assessing current web infrastructure, identifying opportunities for enhancement, and developing strategic roadmaps aligned with organizational goals. The Integrator Contractor will collaborate closely with stakeholders to ensure effective implementation and adherence to best practices in web development and governance.

**Operations and Maintenance (O&M) of DOT Drupal Environment:** The Integrator Contractor will be responsible for the ongoing operations and maintenance of the DOT Drupal environment, or any future CMS environments adopted by DOT during the period of performance of this BPA. This encompasses activities such as system monitoring, performance optimization, security patching, and troubleshooting. The Integrator Contractor shall ensure the DOT Drupal environment, or any future CMS environments adopted by DOT during the period of performance of this BPA, remains stable, secure, and up-to-date with the latest software releases and industry standards.

**Help Desk Support:** The Integrator Contractor shall provide responsive and effective help desk support to address user inquiries and technical issues related to the web environment. This includes incident triaging, resolution, and escalation as necessary to maintain service levels and minimize disruption to

business operations. The Integrator Contractor will maintain a robust knowledge base and implement efficient workflows to streamline support processes.

**Automated Issue Tracking Tool Support:** The Integrator Contractor will manage and support the automated issue tracking tool used for managing incidents, service requests, and software defects. This includes configuration, customization, and optimization of the tool to align with organizational requirements and industry best practices. The Integrator Contractor shall provide training and documentation to end-users and administrators to promote effective utilization of the issue tracking system.

**Disaster Recovery Support:** The Integrator Contractor shall maintain, adjust, execute, and test the DOT Drupal Disaster Recovery plan(s). The Integrator Contractor shall ensure that all changes to the production system are fully documented in all the relevant design documents.

**Legal Compliance:** The Integrator Contractor shall adhere to all relevant legal and regulatory requirements, including but not limited to data protection laws, intellectual property rights, and contractual obligations. The Integrator Contractor shall maintain confidentiality and integrity of all client data and proprietary information throughout the engagement.

**Service Level Agreement (SLA):** The Integrator Contractor shall adhere to the agreed-upon service level agreements (SLAs) for response times, resolution times, and service availability. Any deviations from SLA targets shall be promptly communicated and addressed through corrective actions to ensure service quality and client satisfaction.

**Quality Assurance:** The Integrator Contractor shall implement quality assurance processes and methodologies to ensure the delivery of high-quality services and solutions. This includes regular performance reviews, customer feedback mechanisms, and continuous improvement initiatives to enhance service delivery and meet evolving client needs.

**Documentation and Reporting:** The Integrator Contractor shall maintain comprehensive documentation of all activities, configurations, and changes related to the services provided. Regular reports shall be provided to the client detailing service performance, incident metrics, and key milestones achieved. Documentation and reporting shall adhere to industry standards and client-specific requirements.

### **3.4.15 TASK AREA O – ADDITIONAL REQUIREMENTS**

DOT may require the Contractor to discharge certain tasks which are not currently envisioned as an integral part of the operations and maintenance specified above, but which are within the general scope of the types of work defined in the tasks.

DOT anticipates that the Contractor shall be required to provide task order support to meet the specific web or intranet-related requirements of DOT for work within the general scope of this BPA, e.g., for additional or specialized vocabulary or workflow analysis, additional or specialized web site or database development and maintenance.

These requirements will include work plans, cost estimates, work and funding status reporting, meetings, and other project management activities. DOT also anticipates a potential need for task order support to take full and prompt advantage of emerging technologies as the Internet continues its rapid pace of innovation and evolution. In such cases, DOT shall issue a task order covering particular products or services.

#### 4. CONTRACT TYPE

Task orders issued under the BPA will define specific project objectives, task requirements, or product or deliverable specifications. Task orders issued under this BPA can either be issued as FFP, T&M, LH, or a hybrid. Task orders may be placed against the BPA by DOT Contracting Officers from the following DOT Operating Administrations:

- Federal Highway Administration (FHWA),
- Federal Motor Carrier Safety Administration (FMCSA),
- Federal Railroad Administration (FRA),
- Federal Transit Administration (FTA),
- Great Lakes St. Lawrence Seaway Development Corporation (GLS),
- Maritime Administration (MARAD),
- National Highway Traffic Safety Administration (NHTSA),
- Office of the Secretary of Transportation (OST),
- Pipeline and Hazardous Materials Safety Administration (PHMSA)

#### 5. BPA AND ORDER MONTHLY PROGRESS REPORTS

The BPA Holder must submit an electronic copy of a consolidated monthly progress report to the BPA's COR and the FHWA CO by the 15<sup>th</sup> of the month following the calendar month being reported.

In addition to the consolidated monthly progress report, the BPA Holder must submit an electronic copy of each BPA Order's monthly progress reports to the BPA Order's TOCOR and the FHWA CO by the 15<sup>th</sup> of the month following the calendar month being reported.

The monthly consolidated BPA report shall provide, at a minimum:

- a) Invoicing Executive Summary that includes:
  - (1) A listing, by Order, of all submitted invoices, invoice amounts, payment status, and obligated funds balance.
  - (2) Total obligated amount of all awarded Orders.
  - (3) Total value of all awarded Orders.
- b) For each Order under the BPA a, a summary that includes:
  - (1) Order number, Order title, Order type, period of performance.
  - (2) A description of any problem encountered or anticipated that will affect the completion of any individual Order within the time and fiscal constraints as set forth in the Order, together with recommended solution to such problem; or a statement that no problem was encountered.
  - (3) A tabulation of the planned, actual, and cumulative person-hours expended by the personnel identified in each Order (for T&M/LH orders only).
  - (4) A chart showing:
    - i. Current and cumulative expenditures versus planned expenditure for each Order (for T&M/LH orders only).
    - ii. Cumulative expenditures versus obligated funds (for T&M/LH Orders only).
  - (5) A summary on a task-by-task basis for all work under the specific Order that includes:
    - i. A clear and complete account of work performed on each task and an outline of the work to be accomplished during the next reporting period.
    - ii. Identified risks.
    - iii. Plan to mitigate identified risks.

- (6) For Orders that the period of performance has expired and/or the technical requirement have been completed, the BPA Holder shall include a statement indicating this status.

## 6. CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND BPA ORDER TOCOR

- a) The CO is the only individual authorized to enter into or terminate the BPA, modify any term or condition of the BPA, waive any requirement of the BPA, or accept nonconforming work delivered under the BPA.
- b) The COR for this BPA is (**Name to be inserted at time of award**). The COR's responsibilities will include technical monitoring of the BPA Holder's performance and inspecting and accepting deliveries under the agreement. The COR will be appointed in writing, at which time all of the responsibilities of the COR will be detailed, and a copy of the appointment memorandum will be furnished to the BPA Holder. Any changes to the COR delegation will be made in writing, either by changes to the existing memorandum, or by issuance of a new appointment memorandum. Copies of any changes will be provided to the BPA Holder.

For each Order issued under this BPA, the Contracting Officer may appoint a BPA Order TOCOR. The BPA Order TOCOR's responsibilities shall include technical monitoring of the BPA Holder's performance as well as inspecting and accepting deliveries under specified order(s). Any changes to the BPA Order TOCOR's delegation will be made in writing, either by changes to the existing memorandum or by issuance of a new appointment memorandum. Notification of any changes will be provided to the BPA Holder and COR.

- c) The COR and, if designated, the BPA Order TOCOR are not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract/agreement, agreement/Order modification, or notice of intent that changes or may change the BPA;
  - (2) Waive or agree to any modification of the delivery schedule;
  - (3) Make any final decision on any BPA matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the BPA Holder's right to proceed, or issue any order causing the BPA Holder to stop work; or
  - (5) Obligate in any way, the payment of money by the Government.
- d) The BPA Holder must comply with the written or oral direction of the CO or authorized representative(s) acting within the scope and authority of the appointment memorandum. The BPA Holder need not proceed with direction that it considers having been issued without proper authority. The BPA Holder must notify the CO in writing, with as much detail as possible; when the COR or BPA Order TOCOR has taken an action or has issued direction (written or oral) that the BPA Holder considers exceeding the COR or BPA Order TOCOR's appointment, within three days of the occurrence. Unless otherwise provided in the BPA, the BPA Holder assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (e) prior to receipt of the CO's response issued under paragraph (e) of this clause.
- e) The CO shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the BPA action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of the BPA.

The BPA Holder shall provide copies of all correspondence to the CO and the COR and BPA Order TOCOR, if applicable.

Any action(s) taken by the BPA Holder, in response to any direction given by any person acting on behalf of the Government or any Government official other than the CO or the COR/BPA Order TOCOR acting within his or her appointment, shall be at the BPA Holder's risk.

## 7. TECHNICAL REPORT SPECIFICATIONS

As required by BPA Orders, Technical Reports shall be prepared in accordance with the "TECHNICAL REPORT DOCUMENTATION PAGE" at <https://highways.dot.gov/research/resources/research-library/technical-report-documentation-page> and "Standard Notice for Research Reports" at <https://highways.dot.gov/research/resources/research-library/standard-notice-research-reports>. Contractor reports shall provide the Government with the following for each report developed under this BPA:

- a) An executive summary under separate cover; an executive summary may be required as a convenience to the readers depending on the requirements of individual Tasks Orders.
- b) An electronic version of the report with GPO Form 952 OR a printed version of the report; a camera-ready copy (a publication term used to define the finished manuscript, including all artwork (illustrations, photographs, charts, or tables) ready for printing by photographic or other means).
- c) A completed ITS Electronic Clearinghouse Document Profile Sheet. This profile must be completed to ensure all reports are properly indexed for storage and retrieval.
- d) A Complete Technical Report Documentation Page, form DOT F 1700.7 (8-72), which is located via the Internet at <https://highways.dot.gov/research/resources/research-library/technical-report-documentation-page>. This form is necessary to ensure all reports are entered into the National Technical Information Service database.
- e) 508 Compliance: All web related electronic documents that are prepared shall meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic and information technology products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. For more information on Section 508 of the Rehabilitation Act, visit the Federal IT Accessibility Initiative Home Page at <http://section508.gov/> and the IT Accessibility Laws and Policies page at <https://www.section508.gov/manage/laws-and-policies/#508-policy>.

An electronic version of the report (files in Adobe products) with GPO Form 952 a printed version of the report shall be provided.

**NOTE:** Orders issued against the resulting WA3 BPA award may contain technical report specifications for specific Order requirements.

## 8. ORDERING

This BPA allows COs from the DOT OAs listed in Section 4 to place Orders. OA CORs and COs are required to coordinate and request approval for new Orders through the BPA COR and the BPA CO. Upon approval from the BPA COR and BPA CO, OAs may place new orders against the BPA. The



following ordering procedures apply to all Orders issued under the BPA. Any supplies/services to be furnished under the BPA will be ordered by issuance of written Orders:

- a) All Orders are subject to the terms and conditions of the BPA. In the event of a conflict between an Order and the BPA, the BPA will take precedence.
- b) All costs associated with preparation, presentation, and/or discussion of the BPA Holder's Order quotation must not be billable as direct BPA expenses.
- (1) The Order level CO or Contract Specialist (CS) will issue a Request for Quote (RFQ). Each RFQ will indicate the objectives or results desired by the Government. These objectives shall be within the scope, period, and maximum value of the agreement and include any additional selection criteria applicable to the Order.

Each RFQ will contain, as a minimum, the following information:

- (1) Quotation submission date and time;
  - (2) Description of work; and
  - (3) Delivery/performance schedule.
- (2) The RFQ must be sent by electronic means. Each RFQ will state the due date for quotation submission.
- c) The quotation must outline the BPA Holder's overall approach for completing the Order and shall, at a minimum, include the following information:
    - (1) The BPA and GSA contract number at the top of the quotation;
    - (2) Discussion of technical approach for performing the work;
    - (3) A detailed price quotation including:
      - i. Proposed level of effort and labor categories;
      - ii. Corresponding labor rates, total labor hours estimated to complete the task, and identification of specific staff, including new or updated resumes, as necessary;
      - iii. All subcontractor labor, to include new or updated resumes for each proposed subcontractor;
      - iv. Travel and material cost estimates;
      - v. Total cost or price for completion of the Order, to include all labor, travel (as applicable) and materials costs (as applicable); and
      - vi. Any price discounts offered by the BPA Holder.

All quotations will be evaluated in accordance with the evaluation criteria specified within the task order RFQs. The FHWA CO may contact the BPA Holder to discuss elements of their quotation and may request quotation revisions.

- d) Following the selection of the successful BPA Holder, the FHWA CO shall award an Order. This Order will contain, as a minimum, the following information:
  - (1) Name and signature of CO
  - (2) Order Number and BPA Number
  - (3) Effective Date of Order
  - (4) Description of Services (including deliverables)
  - (5) Period of Performance
  - (6) Total Amount of Order
  - (7) Accounting Data

- e) No work shall be performed, and no payment will be made except as authorized by an Order.
- f) Only the DOT Contracting Officer may modify orders placed against the BPA.
- g) If there is a conflict between the requirements of an Order and the BPA Holder's work plan, the Order shall prevail.

**NOTE:** In accordance with Federal Acquisition Regulation (FAR) 8.405-3(b)(2)(ii), Orders issued under the BPA may be Time-and- Materials (T&M), Labor-Hour (LH) or Firm-Fixed-Price (FFP), or a Hybrid (a combination of these contract types) depending on the nature of the work requested and the CO's determination.

**Extent of Obligation:**

The Government is obligated only to the extent of authorized purchases made under the BPA by the CO.

It is understood that vendors performing strategic services involving strategic sourcing/planning, enterprise sourcing/planning, analytical support for IT spend review and approval or other activities aligned with the described scope of work that include exposure to procurement sensitive information may create a conflict of interest in performing any subsequent implementation work and are precluded from bidding on implementation acquisitions without an approved conflict of interest mitigation plan. To gain comprehensive insights into organizational conflict of interest and limitation on future contracting, refer to (16. ORGANIZATIONAL CONFLICT OF INTEREST AND LIMITATION ON FUTURE CONTRACTING.)

## **9. GOVERNMENT ACCEPTANCE PERIOD**

Unless stated otherwise within the individual BPA order, DOT will have 14 calendar days to review draft deliverables and make comments for the first iteration of reviews, and 14 calendar days for all subsequent iterations of reviews. The Contractor shall have 14 calendar days to make revisions for the first iteration of reviews, and seven (7) calendar days for all subsequent iterations of reviews and return the revised deliverable to the Government. Upon receipt of the final deliverables, DOT will have 60 calendar days for final review prior to acceptance or providing documented reasons for non-acceptance.

## **10. GOVERNMENT FURNISHED INFORMATION**

DOT will provide to the Contractor access to any information under its purview necessary to complete any requirements under this BPA that is not publicly available.

## **11. NOTICE(S) REGARDING LATE DELIVERY**

The BPA Holder shall send notices regarding late delivery to the individual placing the Order and the COR with a copy to the CO.

## **12. PERIOD OF PERFORMANCE**

The period of performance of this BPA (for the purpose of placing Orders) is 72 months from the date of award. The Government retains the right to exercise the option clause 52.217-8 to extend the term of the BPA by a period of up to six (6) months at the year six (6) labor rates, allowing for a total ordering period of performance of 78 months. FHWA will conduct an annual review in accordance with FAR 8.405-3(e) to determine if the Contractor's GSA schedule contract is still in effect, the BPA is still the best value to

FHWA to continue to use, and whether the estimated ceiling has been exceeded and additional price reductions can be obtained.

Orders placed against the BPA may have a period of performance of up to two years beyond the expiration date of the BPA.

### 13. PAYMENT

For FFP deliverables, the Government shall pay the Contractor for the prices delineated in the Order. Milestone payments may be made based on the Milestone Payment Schedule, approved by the CO, for work performed and accepted. Payment shall be made upon review and written acceptance of the FFP deliverable(s) by the Government. If necessary, the CO may suspend milestone payments on individual orders. See FAR 52.232-1 Payments.

For each T&M/LH deliverable, the Contractor may request payment no more than monthly, for work performed during the preceding reporting period. The Contractor shall provide sufficient detail, including fully burdened labor rates and hours worked, to support the invoice. See FAR 52.232-7 Payments Under Time-and-Material and Labor-Hour Contracts.

The Contractor shall not accrue costs in excess of the amount obligated under a T&M/LH order. Any work performed in excess of the amount funded is at the Contractor's own risk.

### 14. INVOICES

(a) Definitions. As used in this clause—

- (1) Contract financing payment has the meaning given in FAR 32.001.
- (2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.
- (3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
- (4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the BPA Holder shall submit payment requests in electronic form. Purchases paid with a government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) The Department of Transportation utilizes the Delphi eInvoicing web-portal for processing invoices. For vendors submitting invoices, and certain grantees submitting payment requests, they will be required to submit invoices via Delphi eInvoicing which is accessed and authenticated via [www.login.gov](http://www.login.gov).

(d) To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

- (1) Invoice number and invoice date.
- (2) Period of performance covered by invoice.
- (3) Contract number and title.
- (4) Task/Delivery Order number and title (if applicable).

- (5) Amount billed (by CLIN), current and cumulative.
- (6) Total (\$) of billing.
- (7) Cumulative total billed for all contract work to date.
- (8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(e) Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See [www.login.gov](http://www.login.gov) for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-to-create-an-account/>

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) Vendor POC's who require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, email address, and current phone number to the agency POC to initiate the Delphi eInvoicing web-portal account. Vendor users and the agency POC will be notified via e-mail when the account is created. The vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account. FHWA's agency POC is HCFA-10@dot.gov.

If the Vendor has any general questions or issues accessing the iSupplier web-portal, please have them contact the ESC iSupplier helpdesk either at:

- <https://einvoice.esc.gov/>
- Call Delphi Help Desk at 1-866-641-3500, option #4, then option #3

(4) Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>.

(5) Account Management. BPA Holders are responsible for contacting the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at <http://einvoice.esc.gov>.

- To add new points of contacts, BPA Holders are to submit the name(s), email address(es), and phone number(s) to [omarr.lee@dot.gov](mailto:omarr.lee@dot.gov).

### **Account Management**

If a user ID becomes inactive/times out due to no activity by the POC, the Vendor shall contact [omarr.lee@dot.gov](mailto:omarr.lee@dot.gov) with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

**Waivers**

The USDOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the BPA COR. All Vendors must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests shall be sent via mail to:

Director of the Office of Financial Management  
US Department of Transportation, B-30  
Office of Financial Management, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001  
or electronically to: [DOTeInvoicing@dot.gov](mailto:DOTeInvoicing@dot.gov)

The Director of the USDOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a BPA Holder is granted a Waiver, Requests for Advance Payment or Reimbursement and required supporting documents shall be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration  
Invoice Processing  
P.O. Box 268865  
Oklahoma City, OK 73126-8865  
Attention: (Contract Specialist's Name to be inserted at time of award)

Invoices submitted via an overnight service must use the following physical address:

MMAC  
FHWA/AMZ-150  
6500 MacArthur Blvd.  
Oklahoma City, OK 73169  
Attention: (Accounting Technician Name to be inserted at time of award)  
Express Delivery Point of Contact: Lead Account Technician, 405-954-8252

All invoices, regardless of submission method, must identify the Contract Specialist as the invoicing point of contact.

**Final Invoices**

For FFP orders where supplies are delivered or services are performed, the final invoice is not subject to further contract settlement actions between the Government and the Contractor.

For non-FFP orders, further contract settlement actions may exist where final invoices are not to be submitted yet until these contract settlement actions are resolved. For these orders, the Contracting Officer will process final invoices as a routine part of the closeout process. When requested, the Contractor shall submit the final invoice directly to the Contracting Officer/ Contract Specialist along with the final closeout documents. When the final invoice is ready for payment, the Contracting Officer will inform the Contractor that the final invoice can be submitted through the iSupplier system.

**15. SUPERVISORY CONTROLS**

All BPA Holder employees shall work under the direct supervision of the BPA Holder's Program Manager (PM). The BPA COR or designee in the local organizational office being supported will provide general oral or written guidance and the overall objectives of the work to be performed to the PM and establish priorities. The BPA Holder is fully responsible for all supervisory functions related to the staff provided.

**16. ORGANZATIONAL CONFLICT OF INTEREST AND LIMITATION ON FUTURE CONTRACTING**

It is anticipated that contractor personnel performing work under this BPA will receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5. Therefore, the Contractor is expressly prohibited from competing on all related work during the performance of the BPA and for a period of three (3) years from the end date of this BPA as a prime contractor, subcontractor, or consultant.

**17. INSPECTION AND ACCEPTANCE**

All work hereunder shall be subject to review by the Government. The COR is responsible for inspection and acceptance of all incoming shipments, documents, and services. Acceptance of the final deliverables shall be made in writing by the COR.

**18. NON-PERSONAL SERVICES**

This is a non-personal services agreement as defined in Federal Acquisition Regulation 37.101, under which the services performed by the BPA Holder are rendered in its capacity as an independent BPA Holder. The Government will evaluate the quality of the services provided but retains no control over the BPA Holder's employees or agents. The BPA Holder is solely liable for, and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents.

**19. RESTRICTIONS AND STANDARDS OF CONDUCT**

The BPA Holder and its employees shall conduct business covered only by the Orders during periods paid for by the Government and shall not conduct any other business on Government premises. During all operations on Government premises, the Contractor shall comply with the rules, regulations, and procedures governing the conduct of personnel and the safe, secure, and effective operation of the facility, as expressed in written, oral, and logical procedures.

**20. BPA HOLDER PERSONNEL IDENTIFICATION (APPLICABLE TO ANY WORK PERFORMED ON-SITE AT USDOT)**

A BPA Holder requesting an initial or renewal identification (ID) badge must complete the Identification Card/Credential Application (DOT F1681). The BPA Holder who may have access to USDOT facilities, sensitive information, the USDOT Information Technology Systems, and/or resources must complete the Questionnaire for Public Trust Positions (SF- 85P) form. Copies of these forms will be provided to the BPA Holder at award. The only exception to completing and submitting the SF-85P will be for those BPA staff members serving on a contract for less than 120 days, and BPA staff members who already

have completed background investigations. BPA staff members who will work on-site for less than 120 days will be subject to a fingerprint check. If the BPA staff member's position is extended beyond 120 days, however, he or she will be required to complete the SF-85P, which is the office form required to initiate background investigations.

To obtain an initial identification badge, BPA staff member must submit the completed SF-85P, and the DOT F1681 signed by the appropriate COR. A staff member from the DOT will serve as authorizing official for identification badges. New BPA staff members should bring both forms to HR for review and authorization prior to being photographed for a badge.

The HR Staff checks to see if the BPA staff member has a completed investigation. If an investigation can be verified, the DOT F1681 is authorized by HR Staff. The BPA staff member can then proceed to the USDOT Office of the Secretary (OST) Security Processing Office to obtain a new ID.

If the HR Staff cannot verify an investigation, they will contact the OST Security Processing Office so that they can query additional records to find the information. In the event the Security Office cannot verify the investigation, the BPA staff member will have to complete a new SF-85P and be fingerprinted prior to HR Staff signing the DOT F1681. Once the necessary paperwork is completed, BPA staff member can proceed to the OST Security Processing Office to receive new photo identification.

**NOTE:** BPA Holders will not be allowed to obtain or renew identification badges unless they have had a suitability investigation. BPA Holder personnel will not be granted access to USDOT Information Technology Systems until they have obtained an identification badge.

## **21. PHYSICAL SECURITY**

The Contractor shall be responsible for safeguarding all government equipment, information, and property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

## **22. DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance under this BPA and the task orders issued hereunder, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer and one copy to the Contracting Officer's Representative.

## **23. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER**

An acknowledgment of USDOT support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this BPA in the following terms:

"This material is based upon work supported by the U.S. Department of Transportation under order number TBD##."

Additionally, all materials must contain the following statement:

"Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Transportation.". The FHWA CO, BPA COR, or BPA Order TOCOR may direct the Contractor to add alternative disclaimer language, depending on deliverable content.

**24. IDENTIFICATION OF BPA HOLDER EMPLOYEES**

All BPA Holder personnel attendings, answering Government telephones, and working in other situations where their BPA Holder status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by the BPA Holder are suitably marked as FHWA products and that BPA Holder participation is appropriately disclosed.

**25. CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**26. POST-AWARD EVALUATION OF BPA HOLDER PERFORMANCE**

(a) Interim and final evaluations of contractor performance will be prepared on the BPA orders in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final.

(c) Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the BPA file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS is used to document contractor performance information that is required by Federal Regulations.

CPARS reference material can be accessed at <http://www.cpars.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Contract Specialist registers the BPA order in CPARS, the Contractor will receive a system generated e-mail notifying him/her that the BPA order is registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The contractor representative will receive an automated



e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at <http://www.cpars.gov/> for review and comment in CPARS.

## 27. TELEWORKING

The BPA Holder's personnel performing work on-site may telework in the event of closure of the Government's office(s), or by prior approval of the COR and/or TOCOR. Each BPA Holder must have a telework policy in place and a signed telework agreement for each BPA Holder personnel. The signed telework agreement shall be retained by the BPA Holder and provided to the BPA COR and BPA Order TOCOR.

## 28. REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

In addition to the work requirements specified in this statement of work, the BPA Holder shall ensure that all ICT deliverables meet the requirements of Section 508 of the Rehabilitation Act and the ICT Final Standards and Guidelines (508 Refresh) at 36 CFR Part 1194.

As defined in the 508 Refresh, at 36 CFR Part 1194, Appendix A, E103.4, ICT is "Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents."

Section 508 requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments.

Applicable Standards:

- [Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements](#)
- [Appendix B to Part 1194 – Section 255 of the Communications Act: Application and Scoping Requirements](#)
- [Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements](#)

Section 508 Refresh standards are available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>.

The BPA Holder shall adhere to the terms and requirements in [FHWA Form 4260 Section 508 Information and Communication Technology \(ICT\) Conformance Criteria](#) for Section 508 conformance. The Conformance Criteria document does not need to be completed when submitting a deliverable.

## 29. TRAVEL AND PER DIEM

Travel (other than local) may be expected to occur throughout the duration of the Order. The BPA Order TOCOR will issue the written request for travel if required (excluding local travel).

The BPA Holder shall invoice in accordance with FAR 31.205-46, Travel Costs, and Federal

Travel Regulations and must submit documentation of all travel costs.

Travel requirements under this BPA shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer. The following web site provides information on current Per Diem rates: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**Note:** Travel and materials will be reimbursed at cost. Indirect rates shall be applied and billed in accordance with the BPA Holder's GSA schedule contract terms and conditions. Inclusion of fee on material costs and travel expenses, is not allowable.

### **30. PRINTING RESTRICTIONS**

All printing must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

### **31. PROTECTION OF INFORMATION**

(a) It is anticipated that in performance of this BPA and all resultant Orders, the Contractor through its employees may have access to, or be in receipt of, certain confidential and proprietary information of Government Contractors, and/or data relating to FHWA's plans, programs, technical requirements, budgetary matters, and such other information, the disclosure of which may give the Contractor a competitive advantage or be adverse to the interests of the Government. The Contractor shall not disclose such information acquired to anyone, other than the Government, including the Contractor's other employees, without the prior written consent of the Contracting Officer (CO).

(b) To the extent that the work under this Blanket Purchase Agreement and resultant Orders requires access to proprietary, business confidential, or financial data of other companies, and provided such data is marked "Proprietary and Confidential," the Contractor shall protect such information from unauthorized use and disclosure and agrees not to use it to compete against such companies.

(c) For these purposes, "Proprietary and Confidential" information shall mean any information reasonably so designated that is not generally available to the public; but not information that becomes available on a nonconfidential basis from another source, or was known to Contractor on a non-confidential basis prior to its disclosure to Contractor in the performance of this Blanket Purchase Agreement and resultant Orders.

(d) The Contractor shall include the substance of this confidentiality agreement in all subcontracts and Consultant agreements for performance of work under this Blanket Purchase Agreement and resultant Orders unless excused in writing by the CO.

(e) The provisions set forth above are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

### **32. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS**

The BPA Holder must not require employees or subcontractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

### **33. FEDERAL HOLIDAYS AND CLOSURES**

The DOT's offices are closed for the following Federal holidays and occasionally during other designated periods. Contractors who work at DOT or other Government facilities will not be able to perform activities onsite on these days or during those periods designated for closure:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on Sunday, the following Monday is observed.

Government closures may occur during the BPA performance period as a result of Executive Order, Office of Personnel Management direction, or other form of Federal proclamation. These closures are often due to inclement weather, potentially hazardous conditions, or other special circumstances. Closure or delays of this nature during the performance period do not entitle the Contractor to additional compensation or to an automatic period of performance extension.

### **34. CLOSEOUT OF THE BPA AND ORDERS**

The Government will initiate the administrative closeout of Orders after receiving evidence that all technical requirements have been completed. The BPA Holder shall furnish all required documents in support of the closeout of this BPA and Orders. The Government anticipates the timeframe to complete administrative close out of Orders will not exceed six (6) months. The costs incurred in the administrative closeout of Orders and BPA files are unallowable direct costs under the BPA and, therefore, cannot be charged as direct costs to the Government. The BPA Holder is to handle such costs in accordance with their disclosure statements/cost accounting systems.

### **35. FAR PROVISIONS AND CLAUSES:**

In addition to the FAR Provisions and Clauses included in the Offeror's base GSA Federal Supply Schedule Contract, the following additional FAR Provisions and Clauses will apply.

52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.204-7	System for Award Management (Nov 2024)
52.204-13	System for Award Management Maintenance (Oct 2018)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (d) *Representation.* The Offeror represents that—
  - (1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.
- (e) *Disclosures.*
  - (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
    - (i) For covered equipment—
      - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
      - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
      - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
    - (ii) For covered services—
      - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment—
    - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
    - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - (ii) For covered services—
    - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
    - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https:// www.sam.gov](https://www.sam.gov)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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 the Order period of performance.

(End of Clause)

52.227-14 Rights in Data—General (May 2014)

**TRANSPORTATION ACQUISITION REGULATION (48 CFR 12) CLAUSES**

1252.201-70 Contracting Officer's Representative (Nov 2022)

1252.223-73 Seat Belt Use Policies and Programs (Nov 2022)

1252.237-70 Qualifications of Contractor Employees (Nov 2022)

1252.239-70 Security Requirements for Unclassified Information Technology Resources (Nov 2022)

1252.239-71 Information Technology Security Plan and Accreditation (Nov 2022)

1252.239-72 Compliance with Safeguarding DOT Sensitive Data Controls (Nov 2022)

1252.239-73 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Nov 2022)

1252.239-74 Safeguarding DOT Sensitive Data and Cyber Incident Reporting (Nov 2022)

1252.239-75 DOT Protection of Information About Individuals, PII and Privacy Risk Management Requirements (Nov 2022)

- 1252.239-89 Technology Modernization (Nov 2022)
- 1252.239-90 Technology Upgrades/Refreshment (Nov 2022)
- 1239.239-91 Records Management (Nov 2022)
- 1252.239-92 Information and Communication Technology Accessibility Notice (Nov 2022)
- 1252.239-93 Information and Communication Technology Accessibility (Nov 2022)
- 1252.242-70 Dissemination of Contract Information – Educational Institutions (Nov 2022)
- 1252.242-71 Contractor Testimony (Nov 2022)
- 1252.242-72 Dissemination of Contract Information (Nov 2022)
- 1252.237-73 Key Personnel (Nov 2022)
- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the Contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change. The Key Personnel under this Contract are:

<b>Labor Category</b>	<b>Name</b>
Program Manager	(To be completed at award)
Senior Software Engineer	(To be completed at award)
Solution Analyst III	(To be completed at award)
Task Manager	(To be completed at award)
Project Manager	(To be completed at award)
Application Systems Analyst	(To be completed at award)

## **FHWA LOCAL CLAUSES**

### **FHWA LIMITATION OF FUNDS ON TIME AND MATERIALS AND LABOR HOUR ON CONTRACTS AND ORDERS**

- (a) Of the total contract price in, only the funding stated in the amount column associated with each contract line item on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.



(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated to the contract. The Contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts) approximates but does not exceed the total amount obligated.

(c) (1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed, the contractor shall notify the Contracting Officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated for continued performance of this contract, the contract shall be modified to increase the funds and to indicate the period of performance for which those funds are applicable.

## PART II QUOTATION INSTRUCTIONS AND EVALUATION

### 36. CONTENTS OF QUOTATIONS:

Quotations are requested under two phases for this RFQ. The Phase I quotation submission will consist of Volume I – Phase I Technical Quotation. The Phase II quotation submission will include Volume II – Phase II Technical Quotation and Volume III – Phase II Business Quotation. The technical quotations shall not include any cost or pricing information.

Note to Offeror: One or more aspects of an Offeror's quotation may be incorporated into the BPA award resulting from this RFQ.

After the Government completes evaluation Volume I, offerors will receive an advisory notification via e-mail from the CO. This notification will advise the Offeror of the Government's advisory recommendation to proceed or not to proceed with Phase II submission.

Offerors who are rated most highly for their Volume I submission will be advised to proceed to Phase II of the quotation submission process. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation.

The intent of this advice is to minimize proposal development costs for those offerors with a low likelihood of receiving an award. The Government intends to provide no more than ten (10) offerors with an advisory notification to proceed. However, the Government's advice will be a recommendation only, and those offerors who are advised not to proceed may elect to continue their participation in the procurement. The Government does not intend to provide additional feedback beyond the advisory notifications until after awards have been issued from this solicitation. Failure to participate in Phase I of the procurement precludes further consideration of an offeror. Offeror submissions will not be accepted from Offerors who have not submitted Phase I quotations by the due date and time stated in this RFQ.

**The Contracting Officer will include the Phase II submission instructions on the advisory notice to all offerors.**

Quotation volumes shall be organized and divided by the following sections:

**Table 1 – Task Order Quotation Sections**

Volume	Phase	Quotation Part	Page Limitations
<b>I</b>	<b>I: Technical Quotation</b>	I – Cover Letter and Table of Contents	2 Pages
		II – Technical Approach (Part 1)	6 Pages
		III – Corporate Experience	10 Pages, plus completed Attachment 2 –

			Technologies List
<b>II</b>	<b>II: Technical Quotation</b>	I – Cover Letter and Table of Contents	2 Pages
		II – Technical Approach (Part 2)	20 Pages
		III – Management Approach	No Page Limit
		IV – Resumes of Key Personnel	3 Pages Per Resume
<b>III</b>	<b>II: Business Quotation</b>	I – Cover Letter and Table of Contents	2 Pages
		II – Organizational Conflicts of Interest	No Page Limit
		III – Non-Price Related Exceptions	
		IV –FAR 52.204-25 and FAR 52.204-26 Telecommunication Equipment Representations	
		V – Price Quote Assumptions and Basis of Estimate	
		VI– Attachment 1 - Schedule of Labor Rates	

### 36.1 GENERAL INSTRUCTIONS

- I.** The BPA Offeror shall submit a quote in accordance with the general instructions provided below.

The following information pertains to the submission of Volume I: Phase I Technical Quotation, Volume II: Phase II Technical Quotation, and Volume III: Phase II Business Quotation.

- a. The Government encourages BPA Offerors to contact the Contract Specialists by e-mail at [soha.saifeddine@dot.gov](mailto:soha.saifeddine@dot.gov), [Christina.McMurtry@dot.gov](mailto:Christina.McMurtry@dot.gov) and Contracting Officer at [Gunnar.Prutz@dot.gov](mailto:Gunnar.Prutz@dot.gov) to request an explanation of any aspect of these instructions.
- b. All quotation volumes must reference the RFQ number, title of the procurement, and the date of submission. Additionally, all correspondence related to this procurement, including the subject line of any e-mails, must reference the RFQ number and title.
- c. This is an electronic procurement. Hard copies of quotations will not be accepted. Each volume must be submitted as a separate electronic file. Quotations shall be formatted for 8 ½ by 11–inch paper and page margins shall be one-inch margins on all sides and single-spaced. Number the pages of each volume consecutively. Use 12-point Times New Roman font with normal (uncondensed) spacing. The Government will not allow less than 10-point font with normal spacing for graphics and tables.

- d. Electronic copies shall be formatted to be compatible with Microsoft Office or Adobe Portable Document Format (.PDF).

**NOTE: Individual emails shall not exceed 25MB.**

- e. No cost/pricing information may be included in Volume I: Phase I Technical Quotation, or the BPA's quotation may be determined by the Source Selection Official to be noncompliant and excluded from further consideration for award.
- f. Page Limitation - Any pages exceeding the maximum page limitation stated in this RFQ will not be reviewed.

**II. QUESTIONS: All questions submitted in response to this RFQ must reference the solicitation number and be submitted no later than January 29, 2025 at 12:00 PM ET (Noon), by e-mail at [soha.saifeddine@dot.gov](mailto:soha.saifeddine@dot.gov), [Christina.McMurtry@dot.gov](mailto:Christina.McMurtry@dot.gov), and [gunnar.prutz@dot.gov](mailto:gunnar.prutz@dot.gov).**

Each prospective BPA Offeror shall state each question in such a way that the prospective BPA Offeror would have no objection to the Government publishing that precise question (and its answer) in a formal amendment to the RFQ. Additionally, each prospective BPA Offeror must word each question in such a way that the publication of that question (and its answer) would not divulge any information that the prospective BPA Offeror considers to be proprietary or confidential.

**III. VALIDITY PERIOD OF QUOTATION:** All quotations must be prepared pursuant to the BPA Offeror's GSA Multiple Award Schedule (MAS) contract under Special Item Number (SIN) 54151S. Submission of services under additional SINs/Categories will be considered only if the Offeror has the additional SINs/Categories within their GSA MAS contract. Quotations shall be valid for a period of no less than 270 days from the closing date of the RFQ, unless otherwise noted by the Government.

**IV. QUOTATION NON-COMPLIANCE:** Upon receipt of quotations, the Contract Specialist will conduct a compliance check of all quotations. A quotation which does not address all the RFQ requirements described in each RFQ Instructions section will be considered non-compliant to that requirement and may be eliminated from further consideration at the Source Selection Official's discretion. Revisions will not be accepted after the due date for quotations. Offerors who are unable to meet the terms, conditions, and/or personnel of the submitted quotation may be removed from consideration of a BPA award.

**V. GSA MAS CONTRACT TERM VALIDATION:** In accordance with FAR 8.405-3(d)(3), the BPA Offeror's MAS contract will be reviewed to verify their MAS contract's end date if all options are exercised. If the BPA Offeror's MAS contract end date, including all exercised and unexercised options, does not extend the duration of the anticipated BPA, the BPA Offeror will be eliminated from further consideration of an award.

**VI. QUOTATION SUBMISSION TIMELINESS:** The timeliness of a quotation is determined by the date and time of receipt by the Government. It is the BPA Offeror's responsibility to ensure that the quotation submission email—for the original quotation and any quotation revisions—is received by the Government on the designated RFQ or RFQ Amendment (if applicable) cut-off date and time. Early submission of quotations is encouraged.

**Phase I Due Date -** Volume I: Phase I Technical Quotation must be submitted via email to, Soha Saifeddine and Christina McMurtry at [Christina.McMurtry@dot.gov](mailto:Christina.McMurtry@dot.gov), [soha.saifeddine@dot.gov](mailto:soha.saifeddine@dot.gov),

and Gunnar Prutz at [Gunnar.Prutz@dot.gov](mailto:Gunnar.Prutz@dot.gov) no later than 12:00 PM ET (Noon) on April 8, 2025. No cost or pricing information shall be included in Volume I.

Phase II due date and instructions will be provided in the Government's advisory notification of Phase I evaluation.

## **VII. PHASE I – VOLUME I: TECHNICAL QUOTATION**

### **a. Part I - Cover Letter and Table of Contents**

The cover letters for each volume shall include the following information:

- Offering contractor's name
- Solicitation number
- GSA contract numbers
- Phase and volume title
- Date of Submission
- Company name, address, CAGE, UEI, and TIN
- Offeror's point of contact information (name, address, phone number, and email address)
- Subcontractors or teaming partners that conduct at least 20% of the overall proposed work must be listed to include their UEI and TIN
- Confirm validity period of quotation

**Cover Letter and Table of Contents is limited to a total of 2 pages.**

### **b. Part II - Technical Approach**

Please provide a response to each of the following questions.

1. Discuss your approach to remaining abreast of changing federal requirements within the IT landscape and the ability for quick adoption of requirements.
2. Describe the competencies of your company in relation to the task areas of the SOW.

**Technical Approach is limited to a total of 6 pages.**

### **c. Part III - Corporate Experience**

The Offeror shall provide all the necessary information to facilitate the Government's consideration of Factor 2 – Corporate Experience. The Offeror shall describe its recent and relevant corporate experience performing work similar in size and complexity to the activities and objectives described in Section 3 – Statement of Work. "Recent" is defined as relevant experience performed anytime within three (3) years from the date of the issuance of this solicitation. "Relevant" experience is defined as experience where the Offeror has performed the same or similar work covered by this BPA for federal agencies, including similar degree of comparability, technical complexity, and technical scope.

At a minimum, the Offeror shall provide the following information for each record of corporate experience proposed:

- The name and UEI number of the Contractor performing the contract/order;
- Contract/order number;
- Contract/order title;
- Performance dates;
- Dollar value;
- Federal agency that issued the contract;

A brief description of the work performed on the contract/order; and A discussion of how the contract is similar to the scope of the SOW.

The Offeror may include additional examples of corporate experience for proposed sub-contractors performing 20% or more of the proposed work for which they were the prime Contractor; however, the Offeror should provide no less than two (2) examples of corporate experience for which it was the prime Contractor. In addition, the Offeror should not provide more than five (5) total examples of corporate experience. If an Offeror does not have recent and relevant corporate experience, they will be ineligible for award and will be assigned a rating of Unacceptable. Similarly, if the Offeror submits examples solely from proposed sub-contractors or if the examples determined to be recent and relevant are solely from proposed sub-contractors, the Offeror will be assigned a rating of Unacceptable.

In addition, Offerors shall provide a completed Attachment 2 – Technologies List. Offerors shall refer to the Guidance tab within Attachment 2 for further instructions. It is required that the Offeror have the required experience as defined in Attachment 2. Quotations without the required experience shown within Attachment 2 – Technologies List will be considered non-compliant with the solicitation requirements and removed from consideration of a BPA award.

*Please Note: The evaluation criterion of demonstrated Corporate Experience is not an evaluation of Past Performance. Demonstrated Corporate Experience requires written narrative descriptions of projects performed that are similar to the requirement of this RFQ.*

**Corporate Experience is limited to a total of 10 pages.**

## **VIII. PHASE II – VOLUME II: TECHNICAL QUOTATION**

### **a. Cover Letter and Table of Contents (Part I)**

The cover letters for this volume must follow the same format described in PHASE I – VOLUME I: TECHNICAL QUOTATION, a. Cover Letter and Table of Contents.

**Cover Letter and Table of Contents is limited to a total of 2 pages.**

### **b. Technical Approach (Part II)**

1. Discuss your human capital hiring process and applicable retention strategies.
2. Discuss your ability to address surge requests.
3. Discuss your business processes implemented to ensure completeness of tasks within schedule and scope.
4. Discuss your risk management program.
5. Discuss your quality assurance processes to ensure all deliverables meet government standards.
6. Discuss your approach to IT supply chain risks and Section 889 certification compliance.

7. Discuss your approach to strategic thinking and program planning.
8. Discuss lessons learned garnered by your team in compatible engagement(s) with past clients.
9. Describe your understanding of the stated business need of DOT OCIO and requirements for this engagement.

**c. Management Approach (Part III)**

The Offeror shall provide all the necessary information to facilitate the Government's consideration of Factor 4 – Management Approach. The Offeror shall describe its overall approach and strategy for ensuring that the transition-in operates seamlessly. The Offeror shall detail its approach for staffing the appropriate personnel to oversee the performance requirements, and its approach for ensuring that orders under the BPA are fully staffed with high quality personnel to meet the requirements. In addition, the Offeror should address the following in this section of its quote:

- The Offeror shall provide a Project Staffing Plan that includes:
  - an organization chart
  - names and roles of Key Personnel
  - resumes of Key Personnel
  - project summaries for staff members' relevant experience, organized by firm or by type of experience
- The Offeror shall provide its approach and innovative solutions for the recruitment and retention of high-quality staff.
- The Offeror shall provide a detailed discussion of how it will train its staff on emerging technologies.
- The Offeror shall prepare a Transition-In plan describing how the Offeror plans to manage the transition to assume full operations with minimal impact and disruption of services and Government operations. The Offeror's Transition-In plan should also provide a detailed explanation of how it will approach and manage the security clearance process and on-boarding process for new staff.

**Management Approach does not have a page limitation.**

**d. Resumes of Key Personnel (Part IV)**

Offeror shall provide resumes for all proposed key personnel – resumes will not count against the page limitation for the technical volume.

**Resumes of Key Personnel are limited to 3 pages per resume.**

**IX. PHASE II VOLUME III: BUSINESS QUOTATION**

Volume III Business Quotation consists of the following parts:

- Part I – Cover Letter and Table of Contents
- Part II – Organizational Conflicts of Interest
- Part III – Non-Price Related Exceptions
- Part IV – FAR 52.204-25 and FAR 52.204-26 Telecommunication Equipment Representations
- Part V – TAR 1252.239-71 Information Technology Security Plan and Accreditation
- Part VI – Price Quotation Assumptions and Basis of Estimate
- Part VII – Attachment 1 - Schedule of Labor Rates

**GSA MAS contract** - Offerors must submit a copy of, and hyperlink to, their GSA MAS contract within Volume II, Part V of the RFQ. The MAS contract must show the SIN 54151S and other proposed SINs listed in their GSA MAS contract.

**Offer Discounts:** In accordance with FAR 8.405-2, given the total estimated volume of the BPA orders, additional discounts and price concessions are requested. BPA Offerors shall indicate the discount(s) offered and any other price reductions from their GSA MAS contract prices.

**a. Part I - Cover Letter and Table of Contents**

The cover letters for this volume should follow the same format described in VOLUME I: TECHNICAL QUOTATION, a. Cover Letter and Table of Contents.

**b. Part II - Organizational Conflict of Interest**

The Offeror shall identify any actual or potential Organizational Conflicts of Interest (OCI) as part of its Volume II – Business Proposal. If the Offeror has no actual or potential OCI, the proposal shall include a statement affirming that fact. If the Offeror has identified an actual or potential OCI related to its performance of the requirements in the solicitation, the Offeror shall provide all current information regarding the existence of the OCI. If an Offeror with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review and approval. In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Offeror. The Contracting Officer will use all information submitted by the Offeror, and any other relevant information known to DOT, to determine whether the mitigation plan adequately neutralizes or mitigates the OCI, which is required to be eligible for an award. Award of a task order where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. The Government reserves the right to not make an award to an Offeror if the Contracting Officer determines that the Offeror's mitigation plan does not adequately address the actual or potential OCI.

**c. Part III - Non-Price Related Exceptions**

The Offeror shall clearly describe any and all non-price related exceptions the Offeror is taking with respect to the solicitation and its requirements. If the Offeror is taking no exceptions, the Offeror shall clearly state that the Offeror has no non-price related exceptions to the solicitation and its requirements. The Government reserves the right to determine that a quotation does not conform to the requirements of the solicitation and will no longer be considered for award if a non-price related exception results in a failure to meet a material requirement of the solicitation.



**d. Part IV - FAR 52.204-24 AND FAR 52.204-26 Telecommunications Equipment Representations**

The Offeror shall provide the completed provisions FAR 52.204-24 and FAR 52.204-26 Telecommunication Equipment Representations.

**e. Part V - TAR 1252.239-71 Information Technology Security Plan and Accreditation**

The Offeror shall address the requirements of [TAR 1252.239-71 Information Technology Security Plan and Accreditation](#).

**f. Part VI - Price Quotation Assumptions and Basis of Estimate**

The Offeror shall provide a narrative of all the assumptions it used in developing its price quotation. This section of the Volume III– Business Quotation shall also include the proposed contract type of each subcontract, and the rationale or justification for the proposed subcontract type. The Offeror may submit any additional documentation with respect to price related assumptions or the basis of estimate.

**g. Part VII - Attachment 1 – Schedule of Labor Rates**

The Offeror must use the Government's required labor categories that are included in Attachment 1. The labor categories and rates will be used by the Government as the basis for determining the labor mix required for the BPA. Educational and experience requirements have also been provided to the Offeror within the attachment. If the Offeror's labor category title differs from those provided by the Government, the Offeror must provide the labor category name from their GSA MAS contract and ensure that the proposed labor category meets the education and experience requirements provided by the Government. The submission must include per position proposed the GSA MAS contract labor rates, the labor rates proposed, and the discounted labor rate applied to each labor category, as applicable. All rates must be at or below the Quoter's current GSA MAS Schedule listed labor rate to be considered for award. The escalation rate applied to the labor rates shall be in accordance with the escalation rate in the GSA MAS contract, including any order that extends beyond the period of performance of the BPA. No additional escalation will be allowed. Resulting BPA awards will include a table with the accepted offeror's loaded labor rates submitted in Attachment 1.

## **37. EVALUATION OF QUOTATIONS**

### **37.1 GENERAL**

This acquisition is being conducted under FAR subpart 8.4. Offerors are instructed that, regardless of any language that may be used in this solicitation, the Government is not conducting this acquisition under FAR subpart 15.3. FAR subpart 15.3 procedures do not apply to this acquisition. The Government will utilize a multi-phase advisory notification procedure for the evaluation of offers.

### **37.2 EVALUATION FACTORS FOR AWARD**

The following evaluation phases and evaluation factors will be used for this procurement:

**Phase I:**

- Factor 1 – Technical Approach (Part 1)
- Factor 2 – Corporate Experience

**Phase II:**

- Factor 3 – Technical Approach (Part 2)
- Factor 4 – Management Approach
- Factor 5 – Price

**Phase I Factors:****Factor 1 - Technical Approach**

The Government will evaluate each Offeror's quotation response to the requirements based on the degree of clarity, detail, effectiveness, efficiency, feasibility, and relevancy and the benefits of its Technical Approach, taking into consideration the following point:-

- The Offeror's demonstrated understanding of the scope and objectives of the technical requirements, and the Offeror's demonstrated technical knowledge and ability to meet the technical requirements of the SOW and provide the Government innovation.

**Factor 2 – Corporate Experience**

The Government will evaluate and assess whether the Offeror will successfully perform work under the BPA through the evaluation of examples of recent and relevant corporate experience providing services similar in size and complexity to the requirements of the solicitation. "Recent" is defined as relevant experience performed anytime within three (3) years from the date of the issuance of this RFQ. "Relevant" experience is defined as experience where the Offeror has performed the same or similar work covered by this BPA for federal agencies, including similar degree of comparability, technical complexity, and technical scope. Offerors should provide at least two (2) but no more than five (5) examples of corporate experience as the prime Contractor.

The Government will evaluate and assess whether the Offeror will successfully perform work under the BPA through experience with Technologies identified in Attachment 2 – Technologies List.

**Phase II Factors****Factor 3 – Technical Approach**

The Government will evaluate each Offeror's quotation response to the requirements based on the degree of clarity, detail, effectiveness, efficiency, feasibility, and relevancy and the benefits of its Technical Approach, taking into consideration the following points:

- The Offeror's demonstrated understanding of the scope and objectives of the technical requirements, and the Offeror's demonstrated technical knowledge and ability to meet the technical requirements of the SOW and provide the Government innovation.
- The approach and strategy for cost effectively enhancing and incrementally improving technologies utilized in the systems to add business value.

- The benefit of the Offeror's proposed performance standards to allow the Government to track cost, schedule, and planned versus actual.

#### **Factor 4 – Management Approach**

The Government will evaluate each offeror's proposed management approach (including the Transition-In Plan), taking into consideration the following points:

- The Offeror's approach and strategy for staffing the requirement to realize an efficient and effective use of personnel to include the appropriateness of the quoted labor categories, mix of labor and skill levels, including vetting of potential candidates to meet technical and security requirements to facilitate a seamless onboarding process. The Government will also evaluate the Offeror's quoted Key Personnel to make sure they meet the requirements outlined in Section 3.4 of the SOW.
- The Offeror's approach and strategy for keeping staff trained in emerging technologies and product releases and for ensuring that high-quality, well-trained personnel are hired and retained for all tasks.

#### **Factor 5 – Price**

The Government will evaluate each BPA Offeror's BPA Labor Categories and Labor Rates, and all quoted prices to determine if the pricing reflects a clear understanding of the requirements, is consistent with the methods of performance described in the BPA Offeror's technical approach, and if any discount is offered against the MAS contract pricing.

To evaluate prices for award purposes, the Government will apply the BPA Offeror's fully burdened, fixed hourly quoted labor rates to the Government's estimated quantities of use over the life of the BPA, as estimated in the Independent Government Cost Estimate (IGCE). The IGCE will not be disclosed to the public. Price will be evaluated with respect to the IGCE expected use of skills multiplied by the hourly pricing quoted for each labor category in years one through six of Attachment 1 - Schedule of Labor Rates.

### **38. BASIS FOR AWARD**

In Phase I of the evaluation, the Government will evaluate quotes based upon Factor 1 - Technical Approach and Factor 2 - Corporate Experience. As part of evaluation, the Government intends to issue an advisory notification after Phase I of the quote evaluations. In the advisory notification, offerors whose quote was not among the most highly rated will receive an advisory notification that it is unlikely that their quote will be accepted, and that the Government does not recommend that they submit a Phase II quote. Offerors are not prohibited from submitting a Phase II quote based upon the Government's advisory notice. In Phase II of the evaluation, the Government will evaluate quotes based upon Factor 3 – Technical Approach, Factor 4 – Management Approach, and Factor 5 - Price.

After Phase II of the evaluation, the basis for award will utilize a best-value decision developed from a trade-off analysis, considering the evaluation of factors from both Phase I and Phase II. For the trade-off analysis, the Technical Approach (Factor 1 and Factor 3), Management Approach, and Corporate Experience will be utilized as the technical/non-price related factors in the analysis and are listed above in descending order of importance. All non-price factors, when combined, will be significantly more important than Price. If two or more quotations are determined not to have any substantial technical

differences (i.e., are technically equivalent), an award may be made to the lower-priced quotations. However, award may also be made to other than the lowest priced quotations if the Government determines that a higher price is warranted due to technical merit denoted in the evaluation. The Government may also award to other than the highest technically rated quotations, if the Government determines that a higher price is not the best value.

The Government reserves the right to enter into exchanges with all offerors, if it is in the best interest of the Government; however, the Government anticipates selecting the best-suited quotes from the initial quotes, without engaging in exchanges with all Offerors. Offerors are strongly encouraged to submit their best technical and price quote in response to this solicitation.

### 39. ADJECTIVAL RATINGS DEFINITIONS

The following adjectival ratings will be utilized in the evaluation of the Offeror's quotation:

Table 2 – Adjectival Rating Definitions

<b>Adjectival Rating Definitions</b>	<b>Rating</b>	<b>Description/Definition</b>
	<b>Outstanding</b>	The quote demonstrates exceptional attributes for one or more aspects of the requirement. Quote may contain weaknesses as long as none are significant. The strengths will provide significant benefit to the Government, and far outweigh any weaknesses. Risk of unsuccessful performance is very low.
	<b>Good</b>	The quote demonstrates strong attributes for one or more aspects of the requirement. Quote may contain weaknesses as long as none are significant. The strengths will benefit the Government and outweigh any weaknesses. Risk of unsuccessful performance is low.
	<b>Satisfactory</b>	The quote demonstrates acceptable attributes for most aspects of the requirement. Quote contains strengths and weaknesses that are offsetting. Risk of unsuccessful performance is moderate.
	<b>Marginal</b>	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
	<b>Unacceptable</b>	Quote does not meet solicitation requirements and contains one or more deficiencies. The quote demonstrates unacceptable level of system functionality. Quote contains many weaknesses that are not outweighed by any identified strength. Quote represents a high or unacceptable level of risk for unsuccessful contract performance. This quote is not eligible for an award.

**40. ATTACHMENTS**

Attachment 1 – Schedule of Labor Rates

Attachment 2 – Technologies List

**End of Request for Quotation**