

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 145	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 693JK427R500001		4. TYPE OF SOLICITATION ☒ X. NEGOTIATED (RFP)		5. DATE ISSUED 10/28/2026	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY CODE M-63-MOWERY US Department of Transportation OST Acquisitions Services M-63 1200 New Jersey Ave S.E. James H. Mowery III, CO Washington DC 20590		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 11:30 PM EST local time 12/3/2027
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME <u>James.mowery@dot.gov</u>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	AREA CODE	NUMBER	EXT.	

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. ☐	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) James H. Mowery III <u>james.mowery@dot.gov</u>		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

PART I—SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

See Form 26 above

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 OVERVIEW

This Solicitation No. 693JK427R500001 is for Graphic Design Services for the U. S. Department of Transportation (DOT).

Proposal-Submission-Deadline: 11:30 PM Eastern Standard Time, December 3, 2027.

Proposal-Submission-Method: E-Mail. All proposals must be **received** by DOT, via **E-MAILED** submission, by this Solicitation's Proposal-Submission-Deadline. All proposals shall be e-mailed to all of the following DOT E-Mail addresses: james.mowery@dot.gov ; and Jeffrey.McLean@dot.gov and Briyanah.Harris@dot.gov

Competitive Woman-Owned Small Business Set Aside: This Graphic Design Solicitation is a competitive **Woman**-Owned **SMALL**-business-set-aside acquisition.

Ambiguity Regarding This Solicitation's Controlling NAICS

Code: As of the October 28th, 2026 publishing-date of this Solicitation in SAM.gov, the SAM.gov system's drop-down NAICS Code selection-field was **not** acknowledging the **existence** of Graphic Design NAICS Code 541430-----which DOT had **intended** to designate as this Solicitation's controlling NAICS Code. But the **SBA's** published table of NAICS-Codes-and-Small-Business-size-standards **was** acknowledging the existence of that NAICS Code 541340 on October 28th, 2026. Accordingly-----and in order to get this Solicitation **PUBLISHED** in SAM.gov on October 28th and thereby avoid any unnecessary prolongation of this procurement's calendar-processing-time-frame, this procurement's Contracting Officer, James Mowery, made a decision, on October 28th, 2026 , to designate this Solicitation, in SAM.gov, as being controlled by NAICS Code 541340----whose existence **is** acknowledged in **SAM.gov's** drop-down menu of choose-able NAICS Codes. The contracting officer's updated research, performed on October 28, 2026, indicated that NAICS Codes 541430 and 541340 do BOTH have the SAME Small-Business-Size-Standard: less than \$9,000,000 of average annual gross revenue as counted across a company's five most-recently-completed company-fiscal-years. Prospective

offerors are encouraged to e-mail, to james.mowery@dot.gov, and to Jeffrey.McLean@dot.gov, any **clarifications** they can think of, which might serve to RESOLVE the NAICS Code ambiguity described above in this paragraph. And this Solicitation's contracting officer does hope to be able to resolve that NAICS-Code-ambiguity by publishing, in SAM.gov, a Solicitation **AMENDMENT** specifying a clarified NAICS Code for this procurement.

Note 1: QUESTIONS Regarding this Solicitation: **No phone calls, please.** All prospective offerors / bidders are asked to please do their best to e-mail their **QUESTIONS** concerning this Graphic Design Support Services Solicitation numbered 693JK427R500001, by 11:30 PM Eastern Standard Time November 15, 2026, to **all** of the following addresses: james.mowery@dot.gov ; and to Jeffrey.McLean@dot.gov and to Briyanah.Harris@dot.gov . It is very **important** that each particular set of questions and comments be e-mailed **SIMULTANEOUSLY** to ALL of the e-mail addresses given above. DOT is not promising to answer any questions posed after 11:30 PM Eastern Standard Time November 15, 2026.

Note 2: COMPRESSED Proposal-Submission-Calendar-Time: Since DOT's needed Graphic Design-contractor-support-services, as described in this Solicitation, are fundamentally **COMMERCIAL** in nature, this Solicitation exercises Federal-procurement-agency-rights given—**anywhere** in: (A) the Federal Acquisition Regulation (FAR), such as, but not limited to, the **commercial-procurement-sections** of the Federal Acquisition Regulation (FAR); and (B) FAR Parts 12 and 13 and 15; and (C) the Revolutionary FAR Overhaul (RFO)—to **SHORTEN** this Solicitation's allowed **proposal-submission-calendar-time**, in accordance with the **proposal-submission-deadline** specified above.

Questions and comments are highly encouraged, but DOT is not promising to answer any question(s) received by DOT after 11:30 PM EST November 15th, 2026. Please show this Solicitation's identifying number (693JK427R500001) in the subject-line of your e-mail that poses your question(s) to DOT. When submitting questions and comments, please, in each particular question posed, also refer to the specific relevant text of this Solicitation. Each prospective offeror e-mailing questions to DOT should attempt to *state* each question in such a way that the offeror would have no objection to DOT's *publishing* that precise question (and its *answer*) in a formal *Amendment* to this Solicitation. That is, each prospective Offeror should attempt to *word* each question in such a way that the *publication* of that question (and its answer) would *not* divulge any information that the prospective offeror considers to be *proprietary* or *confidential*. Further, any question concerning any apparent error or omission or ambiguity in this Solicitation, or concerning any problems or ambiguities in interpreting the specifications, terms or conditions or instructions or evaluation criteria in this Solicitation, shall include the questioner's supporting *rationale* as well as a description of the *remedies* that the questioner is asking DOT to consider. All questions that DOT *decides* to answer will be collectively answered in writing, via DOT's issuance of one or more Amendments to this Solicitation. Questions will not be attributed to the submitting companies.

BACKGROUND

DOT intends to award one and *only* one stand-alone contract from this Solicitation.

B.2 SUPPLIES / SERVICES

Graphic Design Support Services for DOT. For additional detail, please refer to the Statement of Work given below in this Solicitation.

Pricing Proposal (Cost Proposal): Each offeror's Cost Proposal shall show, and shall price out, precisely the configuration of staffing-**hours** which is displayed in the Pricing Table given below. And each offeror's Cost Proposal shall show a fully-**LOADED**-hourly-**billing**-rate for each particular labor-category (job-title) for each particular project-year. Accordingly, each offeror's Cost Proposal shall display a **filled-in**-by-the-offeror version of the following **Graphic Design Support Services Pricing Table** (in which the abbreviation "OY" stands for "Option Year"):

Item	List of Labor Categories	Quantity (Staffing- Hours)	Unit Price Per Staffing-Hour (Fully-Loaded Hourly Billing Rate)	Extended Price = Staffing-Hours x Fully-Loaded Hourly Billing Rate
1	Graphic Designer Level II - Base Year	1920	\$	\$
2	Graphic Designer Level II - Base Year	1920	\$	\$
3	Graphic Design Project Management - Base Year	40	\$	\$
4	On Call Graphic Designer Level II -Base Year	200		\$
10001	Graphic Designer Level II - OY1	1920	\$	\$
10002	Graphic Designer Level II - OY1	1920	\$	\$
10003	Graphic Design Project Management - OY1	40	\$	\$
10004	On Call Graphic Designer Level II – OY1	200		\$
20001	Graphic Designer Level II - OY2	1920	\$	\$
20002	Graphic Designer Level II - OY2	1920	\$	\$
20003	Graphic Design Project Management - OY2	40	\$	\$
20004	On Call Graphic Designer Level II – OY 2	200		\$

30001	Graphic Designer Level II - OY3	1920	\$	\$
30002	Graphic Designer Level II - OY3	1920	\$	\$
30003	Graphic Design Project Management - OY3	40	\$	\$
30004	On Call Graphic Designer Level II – OY 3	200		\$
40001	Graphic Designer Level II - OY4	1920	\$	\$
40002	Graphic Designer Level II - OY4	1920	\$	\$
40003	Graphic Design Project Management - OY4	40	\$	\$
40004	On Call Graphic Designer Level II – OY 4	200		\$
Total Price - Base + 4 Option Years				\$

FIXED Hourly-Billing-Rates: In this Solicitation’s resulting awarded contract-document, the winning offeror-company’s proposed Fully-Loaded-**Hourly**-Billing Rates will be **FIXED**-rates (i.e., **non**-changeable).

The Contractor may only bill DOT for Staffing-Hours Actually-WORKED: Although this Solicitation’s displayed Pricing-Table (i.e. estimated configuration of needed staffing-hours (labor-hours) per-project-year) is DOT’s best good-faith-**estimate**, this Solicitation’s resulting contract-awardee-company will be able to **bill** DOT for **only** the numbers of contractor-staffing-hours actually **worked**, for DOT, in the contractor’s performance of this Solicitation’s resulting Graphic Design contract.

Accordingly, the contract awarded from this Solicitation will show a separate specified **CEILING**-Price-dollar-figure for each separate project-year.

B-3 CLAUSES AND PROVISIONS

A. Clauses and provisions from the Federal Acquisition Regulation (FAR) and Revolutionary FAR Overhaul (RFO) are incorporated in this document by reference and / or in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

B. Clauses and provisions in this document are numbered in sequence but will not

necessarily appear in consecutive order.

C. Sections K, L and M, as set forth in this Solicitation, will be removed from any resultant contract award, but Section K will be deemed to be incorporated by reference in that contract award.

(End of Section B)

SOLICITATION SECTION C ---STATEMENT OF WORK

DEPARTMENT OF TRANSPORTATION

Office of Facilities, Information, and Asset Management – Graphic Design Services

STATEMENT OF WORK (SOW)

A. Overview

The primary mission of the US Department of Transportation (DOT) is to serve the United States by ensuring a fast, safe, efficient, accessible, and convenient transportation system that meets our vital national interests and enhances the quality of life of the American people, today and into the future. The top priorities at DOT are to keep the traveling public safe and secure, increase their mobility, and ensure that our transportation system contributes to the nation's economic growth.

DOT employs approximately 55,000 people across the country within the Office of the Secretary of Transportation (OST) and its operating administrations and bureaus, each maintaining its own management and organizational structure. The Office of the Assistant Secretary for Administration (OST-M) serves as the administrative support workgroup for OST.

Within OST-M, the Office of Facilities, Information, and Asset Management (OFIAM) provides national planning, coordination, and oversight for DOT's real property (facilities) and personal property assets. Additionally, OFIAM provides oversight for building operations, lease/project/space management, and administrative support services for the DOT Headquarters building and field facilities.

OFIAM supports all Operating Administrations (OAs) within the Department. Under this office, the Chief Printing Publications Management Office (CPPMO) provides a full range of graphics services, digital services, printing services, and technical advice to all OAs, serving as the central control point for computer graphics, printing specifications, and special designs.

B. Objectives

OFIAM seeks assistance from a contractor to provide comprehensive printing and visual information support. The contractor shall perform a variety of activities involving the creation of technical and general information through written, printed, and visual mediums.

This solicitation seeks the awarding of a Fixed-Price stand-alone contract which will specify fixed fully-loaded hourly billing-rates for:

- Two (2) full-time, on-site Level II graphic designers; and
- One (1) on-call graphic designer Level II to assist with increased demand, workload surges, and after-hours requests; and
- One (1) Graphic Design Manager

C. Contractor Personnel Requirements

1. Hours of Operation

The normal hours of operation for the CPPMO are from 8:00 AM to 5:00 PM, Monday through Friday, excluding Government holidays. The two on-site designers shall cover these hours in 8-hour shifts (with a 30-minute unpaid lunch) scheduled as follows:

- 8:00 AM to 4:30 PM
- 8:30 AM to 5:00 PM

Occasionally, specific customer requests may require ongoing production outside of normal working hours (e.g., night shifts, weekends, and holidays). The contractor must remain flexible enough to support these activities.

Important: No overtime is authorized without advance approval from the Contracting Officer's Representative (COR). The contractor shall provide the COR with an advance estimate of the additional time required for any overtime production.

2. Staffing and Training

The contractor shall provide and maintain two adequately trained, knowledgeable Level II graphic designers to meet all CPPMO requirements detailed in this SOW. The contractor shall ensure its staff is thoroughly trained on current software, hardware, and systems used at DOT, as well as any future technology upgrades or changes. The contractor must also provide alternate backup personnel to ensure seamless coverage.

Key Qualifications & Requirements for Level II Graphic Designers

1. Education & Experience for Level II Graphic Designers

- **Education:** Bachelor's degree in Graphic Design, Visual Communications, Fine Arts, or a related field. *(In some public/civil service classifications, a Master's degree in visual design or equivalent work experience satisfies senior/level 2 prerequisites).*
- **Work Experience:** Typically **2 to 5 years** of professional graphic design experience (agency or in-house).
- **Portfolio:** A strong, versatile portfolio demonstrating applied layout design, typography, brand alignment, print prepress, and digital asset creation.

2. Technical Skills & Tools for Level II Graphic Designers

- **Adobe Creative Cloud Mastery:** Expert-level proficiency in **InDesign, Illustrator, and Photoshop**.
- **Layout & Prepress Production:** Knowledge of color management (CMYK vs. RGB), bleed/crop specifications, binding, paper stocks, and creating production-ready print files.
- **Digital & Web Assets:** Experience designing for web, social media platforms, HTML/CSS basics, email templates, or motion graphics.
- **Data Visualization & Presentation Design:** Ability to turn complex statistical data, reports, or charts into clear infographics and formatted presentation decks (e.g., PowerPoint, InDesign reports).
- **Modern Design Workflows:** Familiarity with UI/UX prototyping tools (e.g., Figma) and emerging AI-assisted creative tools for quick ideation and asset generation.

3. Core Competencies & Responsibilities for Level II Graphic Designers

- **Project Autonomy:** Ability to manage multiple projects simultaneously under tight deadlines with minimal direct supervision.
- **Vendor & Print Management:** Experience requesting cost estimates, coordinating directly with commercial printers or external vendors, and verifying proof quality.
- **Brand Consistency:** Enforcing and maintaining organizational brand standards across all print, digital, and social media channels.
- **Communication & Collaboration:** Articulating design concepts clearly to stakeholders, incorporating constructive feedback, and occasionally guiding or mentoring lower-level junior designers.

3. Quality Assurance Requirements

The contractor shall provide robust quality assurance for all delivered products and services. Specifically, the contractor is responsible for verifying and validating that all products and services conform to the requirements, methods, and standards established by DOT. Selected graphic designers must develop a strong working knowledge of all Government and DOT regulations and policies to ensure compliance.

4. Creative Design Services

The contractor shall provide design, presentation, and publication support centered on creative, innovative, and inspiring communication ideas.

- **Delivery Formats:** Products shall be optimized for print publishing, LED digital displays, electronic dissemination, and web publishing.
- **Presentation Support:** Includes interactive presentations—sometimes incorporating high-quality video—for distribution via electronic media (e.g., PowerPoint, online/distance learning) and physical media (e.g., CDs, DVDs, kiosks).
- **Media Production:** Support includes still-media production (photography), motion-media production (2D & 3D animation, digital video, sound), and interactive multimedia production.
- **Publication Support:** Includes desktop publishing for brochures, newsletters, and marketing collateral, as well as press-ready publishing for books, strategic plans, annual reports, and similar formal documents.
- **Technical Capabilities:** The contractor must be able to import native Photoshop®, Illustrator®, and Adobe Portable Document Format (PDF) files. Media must be capable of being repurposed

(reformatted and reused) across both Mac and PC platforms utilizing the most current operating system releases.

- **Core Services:** Work will involve a combination of creative conceptualization, concept development, research, creative/technical writing, creative direction, graphic design, illustration, interactive development, exhibit design/construction, and large-format printing.
- **Resource Management:** The contractor shall plan, furnish, and manage the resources required to provide cost-effective black-and-white and color graphics, artwork, editing, printing, multimedia, and photographic services.

5. File Management and Archiving

The contractor shall file, store, and safeguard all generated graphics and publication work on approved media (e.g., electronic disks, hard drives, and file servers). The contractor shall maintain all backup systems on file servers or through other methods approved by the COR to ensure all computer files are completely secure and easily retrievable.

6. Accessibility Compliance (Section 508)

To address accessibility challenges with documents distributed via the internet and intranet, all products and services must comply with all current and subsequent amendments of Section 508 standards. The primary interpretation of DOT compliance is based directly on the specific language of the Americans with Disabilities Act (ADA) until otherwise notified by the Government.

Section 508 compliance work will focus primarily on tagging electronically distributed documents according to the following complexity levels:

- **Level 1:** Simple text documents derived from original text-based files and completed OCR-scanned documents with limited figures and tables.
- **Level 2:** Scanned documents with OCR creating hybrid files where unrecognized text is represented graphically.
- **Level 3:** Text documents heavy with technical tables.
- **Level 4:** Graphic-heavy documentation that does not follow conventional one- or two-column layouts.

The development of compliant documents through the placement of 508 tags will critically include adding alternate text to non-text elements (images) and accessible formatting (such as creating proper columns, structured tables, and utilizing system fonts for accessibility).

7. Technical Environment and Guidelines

- **Software & Hardware:** Production support requires the Adobe Creative Cloud Suite of professional design products (InDesign, Photoshop, Illustrator, Acrobat, etc.), alongside Mac and PC utilities. Contractors will utilize industry-standard personal computers, large-format plotters, digital copiers, digital creasers, flatbed cutters, and heat/cold-set mounting equipment.
- **Quality Standard:** Product deliveries must match Government customer requirements and consist of items produced within the NASA Communications Material Review (CMR) guidelines for communications materials production.

8. Daily Tasks & Responsibilities

Contractor tasks include, but are not limited to, the following:

- Estimating costs for graphics and printing procurements; establishing work schedules, completion dates, and identifying special design/technical assistance needs.
- Creating specifications for bids to ensure the best quality, price, and production schedules.
- Reviewing and awarding bids based on responsiveness to requirements and best value, while weighing cost, quality, and scheduling factors.
- Completing appropriate Government Publishing Office (GPO) forms for review and signature by the COR or an approved delegate.
- Documenting project changes and preparing appropriate paperwork in accordance with GPO contract regulations.
- Providing technical advice and guidance to customers regarding printing procedures, production methods, DOT printing/graphics policies, cost estimates, and delivery schedules.
- Managing jobs through final delivery and proactively communicating schedule changes.
- Coordinating proof reviews, timely approvals, sample evaluations, and delivery confirmations.
- Editing, formatting, and proofing artwork for printing; designing artwork for digital displays, social media, or hard copies.
- Maintaining awareness of industry developments and recommending hardware/software packages to support departmental needs.
- Maintaining a comprehensive database of visual information that is easily accessible to authorized employees.
- Outsourcing and coordinating print and/or graphics requests that must be completed off-site.
- Managing workload and providing accurate project updates using the department's job-tracking software.
- Performing other related graphic design duties as assigned.

D. Deliverables

The following milestones and deliverables are considered critical to the successful completion of this contract:

Item Number	Task Reference	Deliverable (D) / Milestone (M)	Due Date After Contract Award
1	C.5.1	Kick-Off Meeting (M)	Within ten (10) business days
2	F.6.2	Weekly Status Report (D)	Every Thursday
3	F.6.3	Monthly Status Report (D)	On the last day of the month

Report Requirements

The contractor is responsible for generating the following reports at the contract level for active task orders:

- **Weekly Status Report:** A written report informing the Supervisor of the status of all assigned projects, providing details on accomplishments and project hurdles. The government will provide a template.
- **Monthly Status Report:** A comprehensive written report informing the Supervisor of overall project health. It must include metrics such as dates received and completed, task categories, problems, delays, and printing vendor invoicing details.

E. Period of Performance

The anticipated period of performance for this contract includes one Base Year beginning on April 1, 2027, and four one-year Option-Periods following thereafter.

F. Place of Performance

Primary performance under this contract shall occur on-site at the U.S. Department of Transportation Headquarters building, 1200 New Jersey Avenue SE, Washington, DC 20590. Occasional situational telework may be supported as coordinated with the COR.

G. Security

- **IT Security Training:** The contractor shall ensure that all employees are trained annually in Basic IT Security and complete all required agency training as assigned. The contractor shall submit written confirmation of this training for each employee to the COR.
- **Briefing Process:** The contractor shall employ an effective method during the onboarding/briefing process to ensure that all employees, including subcontractors, fully understand the IT Security policies and guidance provided by the OCIO.
- **Clearances:** All contract personnel must be able to successfully pass a background check and obtain a security clearance.
- **Citizenship:** All contractor and subcontractor personnel working on this task order must be U.S. citizens.

H. Invoicing Instructions

Payment will be made within thirty (30) days of receipt of accurate invoice using online government invoicing process.

Payment will be made via electronic funds transfer (EFT) to the contractor's bank account using the banking information supplied by the contractor on SF 3881 (available at <http://www.gsa.gov/portal/forms/type/SF>).

I. Key Personnel

The contractor must demonstrate the ability to provide qualified, experienced personnel who have successfully participated in similar work. All proposed personnel will be interviewed to determine their fit for the government, and final placement on the contract is strictly dependent upon approval by the Program Office and the COR.

1. Required Knowledge and Skills

- Advanced principles of printing, binding, and visual arts methods, techniques, software, and materials.
- Graphic composition, layout, drawing, inking, scaling, photo utilization, and computer graphics.
- Personal computer-based applications and technical design software.
- Comprehensive knowledge of Federal Procurement Regulations, Contract Terms, Joint Committee on Printing (JCP) regulations, Code of Federal Regulations Title 44, and applicable GPO Instructions/Notices.
- Clear understanding of the scope, functions, responsibilities, and interrelationships within GPO's organizational structure.
- Proficiency in the Adobe Creative Cloud Suite, Enfocus Pitstop Pro, Microsoft Office 365, and XMPie.
- Ability to output and save files in various formats (e.g., slides, Section 508 compliant, print-ready, digital imagery, hard copy, and social media formats).
- Strong interpersonal and communication skills to deal effectively, diplomatically, and clearly with customers (who may be unfamiliar with design terminology), the GPO, and commercial contractors.
- Ability to analyze subject matter quickly, translate a requestor's vision into compliant visual media, and rewrite customer specifications into a simple, concise style.
- Ability to accurately analyze prices, bid abstracts, and cost factors from GPO and GPO-approved vendors.

2. Key Personnel Changes

The contractor shall explicitly identify key personnel in the technical proposal and provide contact information for each. Key personnel may not be added to or removed from the task order without the express written approval of the COR. The COR will attach a copy of any such requests and approvals to the Contracting Officer (CO) via electronic mail.

J. Technical Proposal Requirements

Evaluations of vendor proposals will be based on the following criteria:

1. **Portfolio:** Technical competency demonstrated through work samples (digital and website) and a skillset test administered by the COR.
2. **Prior Performance & Customer Service:** Proven track record in similar environments.
3. **Immediate Availability:** Readiness of staff to onboard quickly.
4. **Security Standards:** Requirements for background clearances and U.S. citizenship.
5. **For Proposed Pricing,** all offerors shall use the format specified in the Pricing Table given in major-Sections B and L of this Solicitation.

K. Other Requirements

Managers Contact Information

The OST / M-91 Office point of contact for this project is:

Jeffrey McLean

Printing and Publications Manager

Chief Printing and Publications Management Office/Office of the Secretary of Transportation

U.S. Department of Transportation

[1200 New Jersey Avenue, SE](#), W58-214

Washington DC 20590

Type of Contract: One stand-alone contract specifying **Fixed** Fully-Loaded **Hourly** Billing Rates for hours actually **worked** for DOT by contractor-company's locksmiths.

Travel

USDOT will not be responsible for any mileage/travel charge for on-call service associated with support rendered at the USDOT headquarters facility in Washington D.C.

Changes To Statement of Work

Any changes to this SOW will be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the Contracting Officer (CO) will be borne by the contractor.

Billing Rates

Contractor will be paid the quoted fully-loaded hourly rate(s) based on actual number of hours worked.

Security Clearances

A. Contractor **Day-Visitors** To the DOT Headquarters Building

Contractor-staff-members who are merely **day-visitors** to the DOT Headquarters Building, and who are **not** *work-stationed* on DOT premises, will enter that Building by only undergoing the X-Ray-security-screening-process in place in the entrance-lobbies of the DOT Headquarters Building (similar to an airport-security-screening-process).

B. Contractor Staff-Members Who Are **Work-Stationed** in the DOT Headquarters Building

The contractor's **stationed-on-DOT-premises** staff-members (graphic designers) will have to undergo, and pass, FBI Finger print checks, USCIS Immigration status checks, and NCIC checks, as needed.

Period of Performance

Base Year: April 1, 2027 through March 31, 2028
Option Year One: April 1, 2028 through March 31, 2029
Option Year Two: April 1, 2029 through March 31, 2030
Option Year Three: April 1, 2030 through March 31, 2031

Option Year Four: April 1, 2031 through March 31, 2032

SECTION D—PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

The Contractor shall package and mark all items to utilize the best commercial practices to ensure timely delivery to the FOB destination.

(End of Section D)

SECTION E—INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
52.256-3	Inspection of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984

E-1 INSPECTION AND ACCEPTANCE

- A. **GOVERNMENT INSPECTION AND ACCEPTANCE** – Inspection and Acceptance of services or supplies (i.e., On-Site and Off-Site) called for hereunder shall be performed by designated representatives of the Contracting Officer in accordance with Section C, Statement of Work and accepted as specified in each Task Order.
- B. Appointed Contracting Officer's Representative (COR) will participate in the administration of this contract specifically to evaluate contractor performance and inspect services for the Government. This designation does not include authority to direct and/or authorize the Contractor to make changes in the scope of the terms of the contract without the written authority of the Contracting Officer. The Contracting Officer will notify the Contractor in writing of names, duties, and limitations of appointed CORs.

See Section G for the submission of invoices for payment.

(End of Section E)

SECTION F—DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt 1	Stop-Work Order – Alternate I	APR 1989
52.242-17	Governmental Delay of Work	AUG 1984

F-1 PERIOD OF PERFORMANCE

See above.

F-3 PLACE OF PERFORMANCE

DOT's Headquarters located at 1200 New Jersey Avenue, Washington, D. C. 20590.

F.4 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25
Inauguration Day	January 20 every four years

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

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

C. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the individual Order. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

This provision does not preclude reimbursement for authorized premium pay, if applicable to this contract.

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

(END OF SECTION F)

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

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

G.2 CONTRACTING OFFICER

All contract administration will be affected by the Contracting Officer (CO) identified below.

The CO has the overall responsibility for the resultant contract.

The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. No changes in or deviations from the scope of work shall be affected without a Supplemental Agreement executed by the CO authorizing such changes. Written communications to the CO shall make reference to the contract and shall be mailed to the address listed below. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR).

The Contracting Officer (CO) for this contract is:

James H. Mowery III

U.S. Department of Transportation

Office of the Secretary

Senior Procurement Executive

Acquisition Services Division (M-63)

1200 New Jersey Avenue, S.E.

Washington, DC 20590

Tel: (202) 366-4959 or (703) 836-5924

E-Mail Address: james.mowery@dot.gov

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A. The Contracting Officer's Technical Representative (COR) will have general oversight of the contractor's performance related to the contract, and shall be responsible for the application of technical approaches and program components.

Note: Technical Directions are defined to include:

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

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

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

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

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

The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

E. The COR's direction shall not include assignments of work outside the scope of this contract, nor be of such a nature as to cause an increase or decrease in the price of this contract or otherwise affect any other provision of this contract.

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

The Contracting Officer's Representative (COR) for this contract is:

Jeffrey McLean
Printing and Publications Manager
Chief Printing and Publications Management Office/Office of the Secretary of Transportation
U.S. Department of Transportation
[1200 New Jersey Avenue, SE](#), W58-214
Washington DC 20590
JeffreyMcLean@dot.gov

G.4 ROLES AND RESPONSIBILITIES

The Government's oversight and management of the anticipated contract award will include a Government Contracting Officer and a Contracting Officer's Representative (COR).

A. Government Contracting Officer:

The Government's CO has overall responsibility and ultimate authority consistent with applicable warrant(s) for this contract. The CO will review and approve any all contract modifications.

B. Contracting Officer's Representative (COR)

The COR will have general oversight of the contractor's performance related to this contract, and the application of technical approaches. The contract COR will:

- (1) Monitor the contractor's overall performance related to this contract, and, as necessary, take appropriate steps to address performance issues;

- (2) Review reports required by this contract;
- (3) Monitor the contractor's compliance with applicable policies and procedures; and
- (4) Monitor the contractor's compliance with reporting requirements.

C. Contractor Responsibility

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

The Contractor shall furnish the Government's cognizant CO with the name of the designated Program Manager (PM) assigned to manage and represent this contract. The Contractor's PM is key person (see H.10 "Key Personnel") for this contract and shall be available for applicable activities at the beginning of the contract.

The Contractor shall designate by name a contract administrator for this contract, who shall be the authorized as the contract administration point of contact for the Government's CO for this contract. The Contractor's designated contract administrator is a key person (see H.10 "Key Personnel") for this contract and shall be available for applicable activities at the beginning of the contract.

The Contractor shall establish and maintain documented internal quality controls ensuring that activities under this are compliant with contract requirements.

G.5 CONTRACT CHANGES

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

G.6 DRAFT INVOICE

The Contractor shall submit within thirty (30) days after the end of each month a draft copy of each invoice by email to the COR for approval. The COR will review and provide the contractor approval. If no changes are required, the contractor shall submit a final invoice for payment. (See G.7 Submission of Final Invoices).

Invoices shall contain the appropriate information required to be a proper invoice, including the contract number and applicable line-item numbers (CLIN).

G.7 SUBMISSION OF FINAL INVOICES

The Contractor shall be required to submit final monthly invoices in accordance with the following:

- (a) An original of each invoice shall be submitted to the e-mail address specified below (and one (1) e-mailed copy of each invoice shall be e-mailed to the COR):

U.S. Department of Transportation/FAA
Attn: WCF Account, c/o AMZ-160
P.O. Box 25730
Oklahoma City, OK 73125
9-AMC-AMZ-OSTWCF@FAA.GOV.

- b. Each invoice submitted to the Government for payment shall include the following:

- (1) Contractor Name, Address, Phone, Fax
- (2) Contract Number DTOS59-14XXXXX, Modification, Delivery Order number
- (3) Contract Federal Tax Identification No.
- (4) Invoice Number
- (5) Payment Terms
- (6) Period of Performance being billed (i.e., Oct 1 – 30)
- (7) Applicable Contract Line Item
- (8) Description of Supplies/Services
- (9) Quantity
- (10) Unit Price
- (11) Total Price per line item
- (12) Total invoice amount
- (13) Contractor remit to address
- (14) Contractor POC for billing questions
Name: _____
Phone: _____
Fax: _____

- c. Billing shall begin on the first of every month and end on the last calendar day of the month.

Additional Information Relating to this Section G.7:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

- (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 contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide 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 to OST electronically via the Delphi eInvoicing web-portal which is accessed via <https://einvoice.esc.gov>, and is authenticated via www.login.gov. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and be credentialed through login.gov. See www.login.gov for instructions.

(d) In order 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 for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/>.

(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) Agency POC's will be responsible for communicating with vendor POC's to initiate the Delphi eInvoicing account creation process. Vendor POC's who will require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, valid 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.

The OST POC is:

Omarr Lee
Omarr.Lee@dot.gov
(202) 366-0475

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

1. <https://einvoice.esc.gov/>
2. Call Delphi helpdesk 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. Vendors are responsible to contact 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>

OST vendors shall submit invoices to OST electronically via the Delphi eInvoicing web-portal. To initiate this process, you are requested to provide OST with information (company name, contract/task order number/purchase order (PO) number, and up to two Point of Contact (POC) full names and their email addresses) as shown on the table below.

Company Name	Contract #/ Task Order #	Primary POC First Name	Primary POC Last Name	Primary POC email	Secondary POC First Name	Secondary POC Last Name	Secondary POC email

Email the above information to the following email address: Omarr.Lee@dot.gov

Please note that the POCs you provide are the individuals you authorize to submit invoices to OST on behalf of your company. Your POCs will then receive a welcome letter from Delphi eInvoicing processing center with instructions on creating a Login.gov user account. This account can then be used to access the eInvoicing web-portal at <http://einvoice.esc.gov>.

The Vendor shall contact their COR when POCs leave their organization or will no longer be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity by the POC, the Vendor shall contact their COR 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.

G.8 ADDITIONAL INFORMATION RELATING TO FAR 52.232-34

In accordance with FAR 52.232-34, "Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration", the Department of Transportation will make payment using the Automatic Clearing House Network, unless the Contractor requests a waiver to the payment office in accordance with the clause. As stated in the clause, after award but before the first invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments.

Said submission shall be done on a Standard Form (SF) 3881. An SF-3881, with the address and name of the cognizant Department of Transportation official, is included as Attachment J-6

to the contract.

G.9 ACCOUNTING AND APPROPRIATION DATA

A specified dollar-amount of obligated funds applicable toward the performance of this Solicitation's resulting contract will be specified in that resulting contract's Prism-generated standard contract cover form. And the funding-code(s) to be displayed in that resulting contract-document will include information such as the following:

[To Be Filled in in this Solicitation's resulting awarded contract document]

PR No:

Budget Fiscal:

Operating Administration:

Strategic Objective:

Object Class:

Amount Obligated:

G.10 METHOD OF PAYMENT BY ELECTRONIC FUNDS TRANSFER

Payments made under this Contract shall be made via Electronic Funds Transfer (EFT). To facilitate this method of payment, the Contractor shall register in the Central Contractor Registration (CCR) database pursuant to FAR Clause 52.204-7 (FEB 2012), Central Contractor Registration. The Contractor shall remain so registered in the CCR database until final payment is submitted and made. Additionally, the Contractor shall comply with the requirements of solicitation provision 52.232-38, Submission of Electronic Funds Transfer Information with Offer (MAY1999), found in full text in Section L, and resultant Contract clause 52.232-33, Payment by Electronic Transfer – Central Contractor Registration, which has been incorporated by reference in Section I, Clauses.

G.11 PAYMENT

A. Payment of Fixed Rates

The Contractor shall submit monthly vouchers to the payment office in Section G of this contract for actual number of quantities provided/performed for the period listed in the of delivery order or contract. These vouchers shall be no more than 30 days in arrearage.

B. Payment of Contractor Travel Costs

See the Travel-Cost-language set forth above in Solicitation Section B.

G.11.1 BILLABLE COSTS TRACKING AND REPORTING

The Contractor shall maintain complete and accurate records of the numbers-of-work-hours actually-worked by the contractor's staff-members serving this contract during each project-year and month of this contract, and shall use those records in submitting, to DOT, monthly invoices compiled according to the fully-loaded fixed-price unit-rates specified in the Pricing-Tables set forth above in Section B of this contract.

In addition, the contractor shall submit, to this contract's COR, within 30 days after the end of each calendar-month of this contract's performance-period, a Monthly Summary Report summarizing the numbers of work-hours actually-worked by the contractor's staff-members serving this contract, during the month being reported.

And the Monthly Summary Report shall also clearly highlight, as an alert to the Government's CO and COR, any and each juncture at which this contract has reached a 75% and 90% expenditure of obligated-funding-levels.

G.12 ACCOUNTABILITY OF COSTS / SEGREGATION OF ASSIGNMENTS

This Section G.12 is reserved as a mere place-holder, since the fixed-unit-price-structure of this contract is expected to render cost-segregation moot, and since any assignment-segregation which might be needed is expected to be accomplished / reported in the contractor's Monthly Summary Reports.

G.13 VOLUME COST SAVINGS

This Section G.13 is a mere place-holder, since no volume-cost-savings (of any importance to DOT) are envisioned in this contract's fixed-unit-price-structure.

G.14 FUNDS AVAILABILITY

This contract does **not** authorize the contractor to accumulate / incur—in the contractor's performance of this contract—cumulative billable aggregate fixed-unit-price dollar-amounts exceeding the cumulative total dollar-amount of funding **obligated** to this contract.

G.15 TRAVEL AND PER DIEM

None foreseen

(End of Section G)

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 PERSONNEL

(a) General

The Government anticipates the work to be performed under this contract will involve access to sensitive and highly personal information regarding DOT employees. The dissemination of the information is strictly limited by various federal statutes including the Privacy Act and Section 503(e) of the Supplemental Appropriation Act of 1987 Public Law 100-71, 101 Stat 468. Therefore, to protect the interests of affected individuals with respect to such information and data, the Contractor agrees:

1. Not to disclose any such information, or data, to other entities (i.e., TV/News Media, Other Federal Agencies, State or local Governments, Private Sector Companies, Universities, Colleges, non-profit organizations, or individuals) including other organizational elements of the contractor's company not directly involved in the performance of this contract, without the written consent from the Contracting Officer or his/her designate.
2. To abide by the conditions of restrictive legends contained on any such data; and
3. Contractor employees shall be asked to sign a statement of nondisclosure which shall be maintained in the contractor's employee files.

(b) The request for data may be in various forms, such as documents, notes, raw sampling data, computer tapes, photographic prints, reports, or interpretative results derived from analysis, investigative or study effort. Regardless of the form of this data, the contractor agrees that neither it nor any of its employees will disclose confidential or sensitive data or any derivatives thereof, to third parties except a pursuant to direction of the Contracting Officer.

H.2 NON-DISCLOSURE

All Contractor personnel who will be personally and substantially involved in the performance under this Contract shall execute and submit a Non-Disclosure Agreement prior to the commencement of any work. The Agreement shall prohibit the disclosure of any information that contractor employees will have access to in the performance of work under this Contract.

H.3 RESTRICTIONS ON DISCLOSURE OF INFORMATION

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

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

2. Privacy Information (that is, information protected under the provisions of the Privacy Act of 1974);
 3. Privileged Information (that is, financial or commercial information concerning another person or firm which is privileged or personally confidential); or
 4. Government Information (that is, information or data stored, processed, or handled in providing services under this Contract or which may come into the possession of the Contractor in providing services under this Contract or which may come into the possession of the Contractor in providing services under this Contract).
- B. The Contractor shall not use or access any information described in paragraph A above for any purpose other than to perform this Contract in accordance with its terms and conditions.
- C. The Contractor shall obtain from each of its employees a written agreement to protect all such information described in paragraph A. above against accidental or intentional disclosure. All such agreements shall be subject to the approval of the Contracting Officer. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this section.
- D. The restrictions in this section do not apply to any information if and when such information becomes part of the public domain.
- E. The Contractor shall include, or require the inclusion of, the substance of this Section in all subcontracts, including lower-tier subcontracts, unless otherwise specified in writing by the Contracting Officer.

H.4 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION

[It is currently anticipated that this Solicitation's resulting contract-awardee-company will **not** have access to DOT's Network, and that the following standardized / boilerplate H.4 language will therefore remain moot and superfluous and inapplicable to that resulting contract. But because of the reality that DOT's Security Requirements do **change** over time, and because of the additional reality that contract-Statements-of-Work do sometimes need to be **modified** during the performance of an awarded-contract, this Solicitation's cognizant contracting officer has made a judgment to **include** the following standardized / boilerplate H.4 language in this Solicitation, in furtherance of his preference for full-disclosure.]

H.4.1 The Contractor shall be responsible for security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage,

manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

H.4.1.1 Hosting of DOT e-Government sites or other IT operations;

H.4.1.2 Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted;

H.4.1.3 Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

H.4.1.4 The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements

in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that Include, but are not limited to:

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

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

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

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

H.4.1.4 Within 30 days after contract award, the contractor shall submit the Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

H.4.1.5 Within 6 months after contract award, the contractor shall submit written proof of Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon

request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.

H.4.1.6 On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

H.4.1.7 The contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

Government Warning

****W ARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information.

These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****W ARNING**WARNING**WARNING****

H.4.1.8 The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

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

H.4.1.9 Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

H.4.1.10 The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

H.4.1.11 The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

H.4.1.12 The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.4.1.13 The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

H.5 [Reserved / Section-Numbering Place-Holder]

This section H.5 is merely a section-numbering place-holder and accordingly has no impact on this Solicitation.

H.6 SECTION 508 COMPLIANCE

The Government is required to comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 (d)). Section 508 requires that the Government only acquire electronic and information technology goods and services that provide for access by people with disabilities.

The Contractor shall meet minimum agency requirements for 508 compliance, when applicable. For example:

H.6.1 Section 508 of the Rehabilitation Act requires that any documentation such as user manuals or other instructions provided as part of this contract shall comply with the requirements of Section 508 *at the time the documents are delivered*. An accessible electronic (text) version for paper-based documentation shall be provided upon request at no charge.

Additionally, any system or software provided as part of this contract for government use shall comply with the requirements of Section 508 *at the time the system or software are delivered or used*. This requirement

does not apply to systems, software, or other electronic and information technology that is incidental to the contract.
Further information on the regulation and technical requirements for compliance with Section 508 may be found at www.access-board.gov and www.section508.gov.

H.7 1252.242-71 CONTRACTOR TESTIMONY.

As prescribed in [\(TAR\) 48 CFR 1242.7000\(b\)](#)

CONTRACTOR TESTIMONY (OCT 1994)

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer.

Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved, in advance, by the Contracting Officer or required by a judge in a final court order.

(End of clause)

H.8 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION.

As prescribed in [\(TAR\) 48 CFR 1242.7000\(c\)](#)

DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

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

(End of clause)

H.9 ACCESS TO GOVERNMENT PROPERTY

The COR will make all necessary arrangements for access by Contractor personnel to work site(s). While on Government property, the contractor personnel shall comply with all applicable rules and regulations not only as they apply to themselves, but also to other personnel and property at the site. Contractor personnel shall comply with all regulations restricting the disclosure of information which may become known during the performance of this contract.

H.10 INSURANCE

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

Type of Insurance	Per Person	Property	Per Accident
Comprehensive	\$500,000	\$50,000	\$500,000
General Liability	\$500,000	\$50,000	\$500,000
Workmen's Compensation	\$100,000	\$50,000	\$500,000

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

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

b. The Comprehensive General Liability policy shall contain a provision worded as follows:

"The Insurance Company waives any right of subrogation against the United States of America, which may arise by reason of any payment under policy."

c. The contractor shall file with the Contracting Officer within three (3) days after award of the contract, a certification of insurance evidencing the above coverage.

d. The contractor shall file with the Contracting Officer within five (5) days after receipt, notice of cancellation of or reductions below the above cited amounts any insurance coverage related to this requirement.

e. The Contractor warrants that such insurance coverage for all subcontractors, who will work at the site does or will exist before each subcontractor personnel enter the Government premises.

H.11 1252.237-73 KEY PERSONNEL .

As prescribed in (TAR) 48 CFR 1237.110(b)

KEY PERSONNEL (APR 2005)

H.11.1 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.

H.11.2 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.

H.12 QUALIFICATIONS OF KEY PERSONNEL

a. The Key personnel for this contract are:

(1) Program Manager

Name:

Address:

Phone:

Cell:

Fax:

Email:

b. Program Manager Qualifications

The contractor's Program Manager must possess an amount and type of work-experience and formal education and verbal-communication-skill, sufficient to enable that person to successfully manage the contractor's performance of this contract.

H.13 SUBSTITUTION OF KEY PERSONNEL.

The Contractor agrees to assign, as Key Personnel for the performance of this contract, the same persons for whom statements of qualifications were submitted to DOT in the contractor's / offereor's winning proposal for this effort. No substitutions of any such Key Personnel shall be made except upon DOT's issuance of written permission.

H.14 CONTRACT MODIFICATIONS

(a)The CO may issue unilateral Contract Modifications in accordance with the Federal Acquisition Regulation (FAR).

(b) Bilateral Contract Modifications may be entered into, by DOT and the contractor, in accordance with the FAR.

H.15 [RESERVED / SECTION-NUMBERING PLACE-HOLDER]

This section H.12 is merely a section-numbering-placeholder, and accordingly has no effect on

this contract.

H.16 PERMITS AND LICENSES

[This Section H. 16 is merely a place-holder.

H.17 INDEMNIFICATION

The contractor shall hold harmless and indemnify the Federal Government against any and all claims and cost of any kind and nature for any nature, for any loss or damage occurring in connection with the contractor's acts or omissions incident to its performance under this contract. This indemnification includes the acts or omissions of the contractor, any subcontractor or any employee, agent, or representative of the contractor or subcontractor.

H.18 SUBCONTRACTORS/CONSULTANTS

The subcontractor shall forward to the CO/COR for review and approval of the appropriate information concerning the hiring of additional or replacement subcontractors/consultants during the term of this contract. The contractor shall furnish all pertinent information required, including, but not limited to, the names of individuals under consideration, load hourly rate Pricing, and extent of proposed employment.

H.19 RECORDS

- a. Contractor-Records relating to this contract shall be maintained by the contractor for at least two years after completion of the contract.
- b. The Government shall have the rights specified in FAR 52.227-17, Rights in Data – Special Works June 1987, in all data first produced in the performance of this contract which uses, incorporates, or is based on agency furnished data in all programs and data first produced in the performance of this contract.
- c. The contractor shall provide the data upon request from the CO or COR, to the agency in machine readable form and made operational for use at the agency headquarters computer facility.

H.20 PUBLICITY

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the CO.

H.21 IDENTIFICATION OF CONTRACTOR EMPLOYEES

During the period of this contract, the rights of entry and exit from any office for Contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any DOT facility shall be clearly identifiable by a distinctive badge furnished by their employer and a photo ID (i.e., their driver's license). All on-site Contractor personnel shall abide by the security regulations, applicable to that site.

H.22 [RESERVED / SECTION-NUMBERING PLACE-HOLDER]

This section H.19 is merely a section-numbering place-holder, and accordingly has no effect

on this contract.

H.23 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

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

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

☐ The Offeror shall participate in ADR.

☐ The Offeror shall **not** participate in ADR.

H.24 CONTRACTOR RESPONSIBILITIES

(a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

(b) The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

(c) The Government shall not be liable for any injury to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

(d) a smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business.

(e) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor **Shall Not:**

- (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- (2) Conduct business not directly related to this contract on Government premises;
- (3) Use computer systems and/or other Government facilities for company or personnel business other than work related; or
- (4) Recruit on Government premises or otherwise act to disrupt official Government business.

H.25 CONTRACTOR STAFF TRAINING

The Contractor shall provide fully trained and experienced personnel required for performance. Training of Contractor personnel shall be performed by the Contractor at his/her own expense.

H.26 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS.

As prescribed in [\(TAR\) 48 CFR 1223.7000\(c\)](#)

SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section of NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

(End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FAR 2.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates the following clauses (as indicated by an "X") by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.acquisition.gov/far.

Applicable "X"	FAR Clause Number	FAR Clause Title (Thru FAC 2023-02)
X	52.202-1	Definitions (JUN 2020)
X	52.203-3	Gratuities (APR 1984)
X	52.203-5	Covenant Against Contingent Fees (MAY 2014)
X	52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
X	52.203-7	Anti-Kickback Procedures (JUN 2020)
X	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
X	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

Applicable “X”	FAR Clause Number	FAR Clause Title (Thru FAC 2023-02)
X	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
X	52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)
X	52.203-14	Display of Hotline Posters (NOV 2021)
X	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)
X	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
X	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
X	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
X	52.204-7	System for Award Management-Registration (SEP 2025)
X	52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
X	52.204-13	System for Award Management-Maintenance (SEP 2025)
X	52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
X	52.204-17	Ownership or Control of Offeror (AUG 2020)
X	52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
X	52.204-20	Predecessor of Offeror (AUG 2020)
X	52.204-91	Contractor Identification (SEP 2025)
X	52.204-90	Offeror Identification (SEP 2025)
X	52.208-10	Government Supply Services (SEP 2025)
X	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
X	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
X	52.210-1	Market Research (JUN 2025)
X	52.211-11	Liquidated Damages-Supplies, Services or Research and Development (SEP 2000)
X	52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)
X	52.211-15	Defense Priority and Allocation Requirements (APR 2008)
X	52.211-13	Time Extensions (SEP 2000)
X	52.212-4	Contract Terms and Conditions-Commercial Items (NOV 2023)
X	52.213-4	Terms and Conditions—Simplified Acquisitions (Noncommercial) (OCT

Applicable “X”	FAR Clause Number	FAR Clause Title (Thru FAC 2023-02)
		2025)
X	52.215-2	Audit and Records—Negotiation (OCT 2025)
X	52.215-15	Pension Adjustments and Asset Reversions (OCT 2025)
X	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 2025)
X	52.215-19	Notification of Ownership Changes (OCT 2025)
X	52.215-22	Limitations on Pass-Through Changes—Identification of Subcontract Effort (OCT 2025)
X	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
X	52.215-19	Notification of Ownership Changes (OCT 1997)
X	52.215-23	Limitations on Pass Through Charges (OCT 2025)
X	52-216-1	Type of Contract (OCT 2025)
X	52-216-7	Allowable Cost and Payment (OCT 2025)
X	52.217-4	Evaluation of Options Exercised at Time of Contract Award (OCT 2025)
X	52.217-5	Evaluation of Options (OCT 2025)
X	52.219-1	Small Business Program Representations (OCT 2025)
X Requirement s for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2025)	52.219-2	Equal Low Bids (OCT 2025)
X	52-219-6	Notice of Total Small Business Set Aside (OCT 2025)
X	52.219-8	Utilization of Small Business Concerns (OCT 2025)
X	52.219-9	Small Business Subcontracting Plan (OCT 2025)
X	52.219-14	Limitations On Subcontracting (OCT 2025)
X	52.219-28	Postaward Small Business Program Representation (OCT 2025)
X	52.219-33	Nonmanufacturer Rule (OCT 2025)
X	52.222-2	Payment for Overtime Premiums (JUL 1990)
X	52.222-3	Convict Labor (JUN 2003)
X	52.222-21	Prohibition of Segregated Facilities (APR 2015)
X	52.222-26	Equal Opportunity (SEP 2016)
X	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

Applicable “X”	FAR Clause Number	FAR Clause Title (Thru FAC 2023-02)
X	52.222-41	Service Contract Labor Standards (AUG 2018)
X	52.222-50	Combating Trafficking in Persons (NOV 2021)
X	52.222-54	Employment Eligibility Verification (MAY 2022)
X	52.222-90	52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation Date)
X	52.223-6	Drug-Free Workplace (MAY 2001)
X	52.223-13	Patent Rights-Ownership by the Government (JUN 2014)
X	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
X	52.225-11	Buy American—Construction Materials Under Trade Agreement (OCT 2025)
X	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (NOV 2021)
X	52.225-1	Buy American—Supplies (OCT 2025)
X	52.225-3	Buy American—Free Trade Agreements—Israeli Trade Act (OCT 2025)
X	52.225-4	Buy American—Free Trade Agreements—Israeli Trade Act Certificate (OCT 2025)
X	52.232-9	Limitation on Withholding Payments (APR 1984)
X	52.232-17	Interest (MAY 2014)
X	52.232-18	Limitations of Funds (APR 1984)
X	52.232-23	Assignment of Claims (MAY 2014)
X	52.232-25	Prompt Payment (JAN 2017)
X	52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
X	52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
X	52.232-40	Providing Accelerated Payments to Small Business (MAR 2023)
X	52.233-1	Disputes (SEP 2025)
X	52.233-2	Service of Protest (SEP 2025)
X	52.233-3	Protest After Award (SEP 2025)
X	52.233-4	Applicable Law for Breach of Contract Claim (SEP 2025)
X	52.237-3	Continuity of Services (JAN 1991)
X	52.240-90	Security Prohibitions and Exclusions Representations and Certifications (SEP 2025)
X	52.240-91	Security Prohibitions and Exclusions (SEP 2025)
X	52.240-92	Security Requirements (SEP 2025)

Applicable “X”	FAR Clause Number	FAR Clause Title (Thru FAC 2023-02)
X	52.240-93	Basic Safeguarding of Covered Contractor Information Systems (SEP 2025)
X	52.243-1	Changes- Fixed Price (JUL 2025)
X	52.243-3	Changes—Time and Materials (JULY 2025)
X	52.243-4	Changes (JUL 2025)
X	52.243-5	Changes and Changed Conditions (JUL 2025)
X	52.243-6	Change Order Accounting (JUL 2025)
X	52.243-7	Notification of Changes (JUL 2025)
X	52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025)
X	52.246-23	Limitation of Liability (FEB 1997)
X	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
X	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

Please note: All Offerors and prospective contractors must be registered in the System for Award Management (SAM) with their Online Representations and Certifications Applications (ORCA) at <https://www.sam.gov/> or must provide a completed copy of 52.212-3 with their quotation.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT

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

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

FAR 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 prior to the expiration of the current performance period.

(End of Clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30

days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5).

(End of Clause)

DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

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

Applicable "X"	TAR Clause Number	TAR Clause Title
X	1252.223-73	Seat Belt Use Policies and Programs (NOV 2022)
X	1252.242-71	Contractor Testimony (NOV 2022)
X	1252.242-72	Dissemination of Contract Information (NOV 2022)

SECTION J --- ATTACHMENTS

Attachment No. J-1: Past Performance Questionnaire Form

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

To be eligible for award of a contract resulting from this solicitation, the Offerors must be registered in the Federal Government's "System for Award Management" (SAM), AND be registered in the Federal Government "Online Representations and Certifications Application" (ORCA).

Both of these registrations can be accomplished through the following website:

<http://www.sam.gov>

NOTE: When properly registered, the Offeror will receive an automatic acknowledgement confirming successful registration in each system. without such acknowledgements, registrations are not complete.

SECTION L –Instructions to Offerors

Proposal-Submission-Deadline: 11:30 PM Eastern Standard Time, December 3, 2026.

Proposal-Submission-Method: E-Mail. All proposals must be **received** by DOT, via **E-MAILED** submission, by this Solicitation's Proposal-Submission-Deadline. All proposals shall be e-mailed to all of the following DOT E-Mail addresses: james.mowery@dot.gov ; and Jeffrey.Mclean@dot.gov and Briyanah.Harris@dot.gov .

Competitive Woman-Owned Small Business Set Aside: This Graphic Design Support Services Solicitation is a competitive Woman-Owned **SMALL**-business-set-aside acquisition. This Solicitation's controlling NAICS Code is 541430, which has an SBA-specified **small-business-size-standard of \$9,000,000**. Accordingly, each offeror-company's average annual gross-revenue, as computed across the offeror-company's five most-recently-completed company-fiscal years, must be LESS than \$9,000,000.

Note 1: QUESTIONS regarding this Solicitation: **No phone calls, please.** All prospective offerors / bidders are asked to please do their best to e-mail their **QUESTIONS** concerning this Graphic Design Support Services Solicitation numbered 693JK427R500001, by 11:30 PM Eastern Standard Time November 15, 2026, to **all** of the following addresses: james.mowery@dot.gov ; and to Jeffrey.McLean@dot.gov and to Briyanah.Harris@dot.gov. It is very **important** that each particular set of questions and comments be e-mailed **SIMULTANEOUSLY** to ALL of the e-mail addresses given above. DOT is not promising to answer any questions posed after 11:30 PM Eastern Standard Time November 15, 2026.

Note 2: COMPRESSED Proposal-Submission-Calendar-Time: Since DOT's needed Graphic Design contractor-support services, as described in this Solicitation, are fundamentally **COMMERCIAL** in nature, this Solicitation exercises Federal-procurement-agency-rights given—anywhere in: (A) the Federal Acquisition Regulation (FAR), such as, but not limited to, the **commercial**-procurement-sections of the Federal Acquisition Regulation (FAR); and (B) FAR Parts 12 and 13; and (C) the Revolutionary FAR Overhaul (RFO)—to **SHORTEN** this Solicitation's allowed **proposal-submission-calendar-time**, in accordance with the **proposal-submission-deadline** specified above.

Questions and comments are highly encouraged, but DOT is not promising to answer any question(s) received by DOT after 11:30 PM EST November 15th, 2026. Please show this Solicitation's identifying number (693JK427R500001) in the subject-line of your e-mail that poses your question(s) to DOT. When submitting questions and comments, please, in each particular question posed, also refer to the specific relevant text of this Solicitation. Each prospective offeror e-mailing questions to DOT should attempt to *state* each question in such a way that the offeror would have no objection to DOT's *publishing* that precise question (and its *answer*) in a formal *Amendment* to this Solicitation. That is,

each prospective Offeror should attempt to *word* each question in such a way that the *publication* of that question (and its answer) would *not* divulge any information that the prospective offeror considers to be *proprietary* or *confidential*. Further, any question concerning any apparent error or omission or ambiguity in this Solicitation, or concerning any problems or ambiguities in interpreting the specifications, terms or conditions or instructions or evaluation criteria in this Solicitation, shall include the questioner’s supporting *rationale* as well as a description of the *remedies* that the questioner is asking DOT to consider. All questions that DOT *decides* to answer will be collectively answered in writing, via DOT’s issuance of one or more Amendments to this Solicitation. Questions will not be attributed to the submitting companies.

Page-Limits on Proposals: There is **no page-limit** on proposals submitted to DOT in response to this Solicitation. There is no minimum-font-size or prescribed font-style for proposals submitted to DOT in response to this Solicitation—but each offeror’s proposal shall be fully-**legible**.

DOT reserves the right to award this Solicitation’s resulting contract **without** discussion—and it is therefore imperative that each offeror make its **originally**-submitted-to-DOT proposal as thorough and as competitive as possible.

Notwithstanding the foregoing reservation of DOT’s right to award this Solicitation’s resulting contract without discussion, DOT does **also** reserve the right to take and / or to follow any and every pre-award action and / or procedure permitted **anywhere**: (A) in the Federal Acquisition Regulation (FAR), such as, but not limited to, FAR Parts 12 and 13 and 15; and (B) the Revolutionary FAR Overhaul (RFO).

Pricing Proposal (Cost Proposal): Each offeror’s Cost Proposal shall show, and shall price out, precisely the configuration of staffing-**hours** which is displayed in the Pricing Table given below. And each offeror’s Cost Proposal shall show a fully-**LOADED**-hourly-**billing**-rate for each particular labor-category (job-title) for each particular project-year. Accordingly, each offeror’s Cost Proposal shall display a **filled-in**-by-the-offeror version of the following **Graphic Design Support Services Pricing Table** (in which the abbreviation “OY” stands for “Option Year”):

Item	List of Labor Categories	Quantity (Staffing-Hours)	Unit Price Per Staffing-Hour (Fully-Loaded Hourly Billing Rate)	Extended Price = Staffing-Hours x Fully-Loaded Hourly Billing Rate
1	Graphic Designer Level II - Base Year	1920	\$	\$
2	Graphic Designer Level II - Base Year	1920	\$	\$
3	Graphic Design Project Management - Base Year	40	\$	\$
4	On Call Graphic Designer Level II -Base Year	200		\$

10001	Graphic Designer Level II - OY1	1920	\$	\$
10002	Graphic Designer Level II - OY1	1920	\$	\$
10003	Graphic Design Project Management - OY1	40	\$	\$
10004	On Call Graphic Designer Level II – OY1	200		\$
20001	Graphic Designer Level II - OY2	1920	\$	\$
20002	Graphic Designer Level II - OY2	1920	\$	\$
20003	Graphic Design Project Management - OY2	40	\$	\$
20004	On Call Graphic Designer Level II – OY 2	200		\$
30001	Graphic Designer Level II - OY3	1920	\$	\$
30002	Graphic Designer Level II - OY3	1920	\$	\$
30003	Graphic Design Project Management - OY3	40	\$	\$
30004	On Call Graphic Designer Level II – OY 3	200		\$
40001	Graphic Designer Level II- OY4	1920	\$	\$
40002	Graphic Designer Level II - OY4	1920	\$	\$
40003	Graphic Design Project Management - OY4	40	\$	\$
40004	On Call Graphic Designer Level II – OY 4	200		\$
Total Price - Base + 4 Option Years				\$

FIXED Hourly-Billing-Rates: In this Solicitation’s resulting awarded contract-document, the winning offeror-company’s proposed Fully-Loaded-**Hourly**-Billing Rates will be **FIXED**-rates (i.e., **non**-changeable).

The Contractor may only bill DOT for Staffing-Hours Actually-WORKED: Although this Solicitation’s displayed Pricing-Table (i.e. estimated configuration of needed staffing-hours (labor-hours) per-project-year) is DOT’s best good-faith-**estimate**, this Solicitation’s resulting contract-awardee-company will be able to **bill** DOT for **only** the numbers of contractor-staffing-hours actually **worked**, for DOT, in the contractor’s performance of this Solicitation’s resulting Graphic Design contract.

Accordingly, the contract awarded from this Solicitation will show a separate specified **CEILING**-Price-dollar-figure for each separate project-year.

Required Proposal **Parts**

Although each particular offeror-company's Graphic Design Support Services Proposal may be presented in a single self-contained comprehensive stand-alone file, DOT asks that each particular offeror company please present its proposal in the following labelled **Parts**:

Part I Proposal: Technical Capability

Each offeror company is instructed to refer to Section M of this Solicitation, for guidance regarding the needed **contents** of the offeror's Part I Proposal. And see, **also**, the **Staffing and Training** requirements given immediately below in this Part I Proposal Technical Capability section of this Solicitation.

Staffing and Training

The contractor shall provide and maintain two adequately trained, knowledgeable Level II graphic designers to meet all CPPMO requirements detailed in this SOW. The contractor shall ensure its staff is thoroughly trained on current software, hardware, and systems used at DOT, as well as any future technology upgrades or changes. The contractor must also provide alternate backup personnel to ensure seamless coverage.

Key Qualifications & Requirements for Level II Graphic Designers

1. Education & Experience for Level II Graphic Designers

- **Education:** Bachelor's degree in Graphic Design, Visual Communications, Fine Arts, or a related field. (*In some public/civil service classifications, a Master's degree in visual design or equivalent work experience satisfies senior/level 2 prerequisites*).
- **Work Experience:** Typically **2 to 5 years** of professional graphic design experience (agency or in-house).
- **Portfolio:** A strong, versatile portfolio demonstrating applied layout design, typography, brand alignment, print prepress, and digital asset creation.

2. Technical Skills & Tools for Level II Graphic Designers

- **Adobe Creative Cloud Mastery:** Expert-level proficiency in **InDesign, Illustrator, and Photoshop**.
- **Layout & Prepress Production:** Knowledge of color management (CMYK vs. RGB), bleed/crop specifications, binding, paper stocks, and creating production-ready print files.
- **Digital & Web Assets:** Experience designing for web, social media platforms, HTML/CSS basics, email templates, or motion graphics.
- **Data Visualization & Presentation Design:** Ability to turn complex statistical data, reports, or charts into clear infographics and formatted presentation decks (e.g., PowerPoint, InDesign reports).

- **Modern Design Workflows:** Familiarity with UI/UX prototyping tools (e.g., Figma) and emerging AI-assisted creative tools for quick ideation and asset generation.

3. Core Competencies & Responsibilities for Level II Graphic Designers

- **Project Autonomy:** Ability to manage multiple projects simultaneously under tight deadlines with minimal direct supervision.
- **Vendor & Print Management:** Experience requesting cost estimates, coordinating directly with commercial printers or external vendors, and verifying proof quality.
- **Brand Consistency:** Enforcing and maintaining organizational brand standards across all print, digital, and social media channels.
- **Communication & Collaboration:** Articulating design concepts clearly to stakeholders, incorporating constructive feedback, and occasionally guiding or mentoring lower-level junior designers.

Part II Proposal – Past Performance

Each offeror-company is instructed to refer to Section M of this Solicitation, for guidance regarding the needed contents of the offeror's Part II Proposal. But each offeror company is **ALSO** asked to do its best to include, in the offeror-company's proposal submitted to DOT in response to this Graphic Design Support Services Solicitation, at least three completed-by-a-**customer** Past Performance Questionnaires, using the Past Performance Questionnaire **Form** that is given in this Solicitation's Attachment J-1. Each offeror-company shall **include** each completed-by-a-customer Past Performance Questionnaire **Form within** the Graphic Design Proposal that is timely e-mailed by the offeror-company directly to DOT in response to this Solicitation. **Note:** DOT reserves the right to look **BEYOND** any completed-by-a-customer Past Performance Questionnaire Form or Forms, and DOT reserves the right to consider any other or additional past-performance-information known to or obtainable by DOT, regarding any offeror-company.

Part III Proposal– Cost Proposal / Price Proposal, and Financial Information for Offeror-Company

Each offeror-company is instructed to compile its Cost Proposal / Price Proposal by filling in the **Pricing Table** given above in this Section L of this Solicitation. Each offeror shall *a/so* include, in its Part III Proposal, the **Financial / Organizational** information described below in this Section L of this Solicitation.

Financial / Organizational Proposal, which shall include: a recent offeror-balance-sheet and a recent

offeror-income-statement (and possibly any lines-of credit) showing the offeror's financial responsibility and capability for performing the project envisioned in this Solicitation; and screen-shots or other legible-copies of the offeror's current SAM-registration-information / UEI-registration-information, and thereby confirming that the offeror has no current "exclusions"; and a statement specifying the details of any **prior** offeror-"exclusions" and any prior (or current) debarment of the offeror from Federal-contracting; and a displaying of a link or other citation to the precise place where DOT would be able to find the offeror's Representations and Certifications that are applicable to this Solicitation; and an explicit confirmation that the offeror's **average annual gross revenue**, as computed across the offeror-firm's five most-recently-completed company-fiscal-years, is **less** than dollar-limit specified in this Solicitation's above-specified NAICS Code. And the foregoing types of information shall **also** be presented for each and every **sub**contractor-company that the offeror-company is proposing to use in the performance of the project contemplated in this Solicitation.

DOT's Pricing Review: DOT will be performing at least a **high-general-level** review of the reasonableness of each offeror's proposed **pricing-structure**. But DOT also hopes to be able to streamline and **simplify** its pricing-review by relying heavily upon free-market-forces associated with the fact that this is a **competitive** Solicitation.

Other provisions relating to this Section L

Until a formal notice of award is issued and signed by a Contracting officer, no communication by the Government either written or oral shall be binding or in any way interpreted as a promise that an award will be made.

Each offeror shall show, on the front page of each proposal-volume submitted to DOT in response to this Solicitation, the following information:

1. This Solicitation's identifying **number** (693JK427R500001); and also
2. The **name** of the offeror-**entity**; and also
3. A **filled-in**-by-the-offeror version of the following statement: "This offeror's average annual gross revenue, as computed across this offeror's five most-recently-completed company-fiscal-years, is: \$ _____. And this offeror is accordingly a **small Woman**-Owned business for the type of contractor-work contemplated in the applicable NAICS Code (541430) specified in the subject Solicitation."
(And each offeror shall truthfully fill in the blank appearing in the immediately-preceding quoted statement.)

L.1 TYPE OF CONTRACT

The Government contemplates awarding, from this Solicitation, one and only one stand-alone contract, whose specified FULLY-**LOADED** HOURLY-**Billing**-Rates shall be **FIXED**-Rates (i.e., **non**-changeable). But the contractor will only be allowed to **bill** DOT for the numbers of staffing-hours actually **worked**, by the contractor's staff-members, in the performance of the DOT Graphic Design contract awarded from this Solicitation. This solicitation/acquisition is a competitive **Woman**-Owned **Small** Business Set-Aside.

L.2 FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

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

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

Clause Number	Title	Date
52.215-1	Instructions to Offerors - Competitive Acquisition	JAN 2017
52.222-24	Preaward On-Site Equal Opportunity Compliance	FEB 1999
Evaluation		

Small Business Set-Aside

As is stated above, this procurement is competitive **Woman**-Owned **small**-business-set-aside.

Note: In order to qualify for inclusion in this Solicitation's eligible group of Woman-Owned **small**-business-prime-offerors, prospective offerors shall note, and shall comply with, the following requirements "A" and "B":

A. The prime offeror must fit within this Solicitation's specified NAICSs Code and associated small-business-size-standard; and **B.** In addition to satisfying the average-annual-gross-revenue-limit specified in requirement A immediately above, each prime-offeror-company submitting a proposal under this Solicitation must also be a **Woman**-owned **small**-business proposing to itself perform more than half of this project's total work, in order for the prime-offeror-company to qualify as a **Woman**-owned **small**-business-prime-offeror.

Solicitation Amendments

It is each prospective offeror's responsibility to check back frequently to the SAM.gov website in which this Solicitation was originally published, to see if any Amendments have been issued to this solicitation. All amendments will be posted to and downloadable from this Solicitation's location in SAM.gov .

Proposal Preparation Costs

This Solicitation does not commit the Government to pay any costs for the preparation and submission of a proposal in response to this Solicitation; and, in fact, DOT will not reimburse any such costs to any offeror. The Contracting Officer is the only individual who can legally commit the Government to

the expenditure of public funds in connection with this procurement.

L.3 FAR 52.215-1 Instructions to Offerors-Competitive Acquisitions (JAN 2004)

Pursuant to FAR 52.215-1, Jan 2017, subparagraph (f)(4), the Government intends to evaluate each proposal and make an award without discussions with offerors. Therefore, each offeror's **initial** proposal should contain the offeror's **best** terms from both a cost and technical standpoint.

However, the Government **does** reserve the right, before awarding any contract from this Solicitation, to take any and all steps (including, but not limited to, “clarification”-steps and “discussion”-steps and “negotiation”-steps): (A) permissible under any sections of the Federal Acquisition Regulation (FAR)—including, but not limited to, FAR Parts 12 and 13 and 15; (B) permissible under the FAR Revolutionary Overhaul (RFO).

Notice to Offerors:

Present your proposal in a logical manner readily tied to the requirements herein. Each topic area is to be treated separately as they will be evaluated individually. Identify and explain any exceptions you are taking to the proposed contract requirements.

Clarity and completeness are of the utmost importance in the proposal. With the exceptions of the responsibility determination and past performance evaluations, only material contained within the proposal will be considered in the source evaluation and selection process. Therefore, be sure to include everything you want to be evaluated. Even if DOT personnel know your company and/or know members of your staff, DOT will consider only what is contained within the proposal (except in evaluating each offeror's past performance, and except in making the responsibility-determination concerning each offeror).

The offeror's response must demonstrate the firm's understanding of this procurement and capability for high quality performance in a concise, logical, manner, and should not contain superfluous material that is not directly related to this procurement.

This RFP (Solicitation) is written in the Uniform Solicitation Format described in FAR section 15.204-1. Offerors are encouraged to familiarize themselves with the Uniform Solicitation Format. Your doing so will facilitate your understanding of this Solicitation's terms, conditions, instructions, and source selection process.

- **Proposal Integrity.** In responding to this Solicitation, it is the offeror's responsibility to provide current, complete and accurate information in its proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the offeror's status or capabilities, that information may be used by the Contracting Officer as part of the offeror's responsibility determination and could result in the offeror not being eligible for award.

- **Procurement Integrity Act Requirements:**

Your attention is directed to the provision 52.215-1(e) and FAR 3.104-5 for a discussion on marking and protecting proposal information. Offerors should put the following notice on the top of each copy of its proposal:

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract, thereof. Any authorized restrictive notices that the submitter places on this proposal shall also be strictly followed. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, law.

- **General Format Instructions.** Each part if of an offeror's proposal shall be complete in itself in order that evaluation of one part may be accomplished independently of, and concurrently with, evaluation of the others.

Deviations or Conditional Assumptions (No Page Limit)

The Offeror shall explain in detail any deviations or conditional assumptions taken with the requirements of this Solicitation. Any deviation taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each deviation taken. Such deviations might not, of themselves, necessarily cause a proposal to be termed unacceptable. But, a large number of deviations, or one or more significant deviations not providing benefit to the Government may result in rejection of the proposal as unacceptable.

The Offeror shall provide proof of insurance.

It is preferred that the Offeror's acceptance period be not less than 180 days after this Solicitation's proposal-submission-deadline, in order to allow DOT sufficient time to evaluate the proposals.

In addition, each Offeror must complete representations and certifications via the System for Award Management (SAM), which replaced CCR/FedReg, ORCA, and EPLS. If you have been using those older systems, you should now go to www.sam.gov to complete the Online Representations and Certifications Application (ORCA) by the due date of the proposal submission. Note that access to the SAM system may take several days for new registrations. Offerors registering in the SAM system for the first time should therefore allow sufficient time to complete the representations and certifications process prior to the due date for proposal submissions.

Alternative Dispute Resolution (ADR) Procedures.

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

Please indicate your interest in participating in ADR by noting in your proposal whether or not you will participate in ADR.

Financial statements

The Contracting Officer will conduct a responsibility assessment of the Offeror being considered for award. The following information shall be submitted to assist the Contracting Officer in making a responsibility determination:

Provide the following information in your Cost Proposal Part:

- a. Indicate your fiscal year period (provide month to month dates).
- b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location, and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
- c. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the BPA without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- d. Standard Form LLL - Submit a completed Standard Form LLL, Disclosure of Lobbying Activities.
- e. Terminated contracts - List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.

Offeror On-Site Inspection

As part of the responsibility assessment, the DOT may wish to inspect the Offeror's facility prior to award. The DOT reserves the right to perform this site inspection at its request. The Offeror will be given as much notice as possible prior to the site inspection.

Award on Initial Offers:

As stated in provision 52.215-1, the government reserves the right to award this Solicitation's resulting contract after review of the initial proposals and without discussions. Therefore, your initial offer should contain your best terms from a price and technical standpoint. (However, DOT does also reserve to conduct discussion and / or negotiations with offerors, and DOT also reserves the right to obtain clarifications and possibly even Final Proposal Revisions, from offerors.)

The offeror must state that it agrees to all terms and conditions of this solicitation, which consists of this Solicitation's Sections A through J, including all documents, exhibits, and all other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions.

52.233-2 Service of Protest (SEP 2006)

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

Robin D. Golden
Director, M-63
OST/Acquisition Services Division
U. S. Department of Transportation
Room W83-311
1200 New Jersey Ave, SE
Washington, DC 20590-0001

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

Federal Acquisition Regulations (48 CFR CHAPTER 1) Solicitation Provisions

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

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

The following Federal Acquisition Regulation (FAR) clauses are hereby incorporated by reference.

FAR 52.204-7 System for Award Management (Jul 2013)

FAR 52.215-1 Instruction to Offerors- Competitive Acquisitions

FAR 52.215-22 Limitations on Pass Through Charges- Identification of SubBPA Effort

Note: OST will not be liable for the failure to read and/or evaluate a proposal, or any part of a proposal, that contains a virus and/or similar problem.

Section M—Evaluation Factors for Award

M.1 Basis for Award: A Best Buy / Best Value / Trade-Off Contract-Awardee Selection Methodology

The Government intends to award a single stand-alone fixed-price contract to the responsible offeror whose proposal DOT determines is provides the Best Value to the Department, upon DOT's consideration of all Evaluation Factors / Selection Factors specified herein.

M.2 Evaluation Factors / Selection Factors

The following factors will be evaluated:

- Factor 1 – Offeror-Company's Demonstrated Technical Capability, including quality and thoroughness of the proposed technical approach to Perform the Project Described in this Solicitation
- Factor 2 – Offeror-Company's Management Approach, including Key Personnel and Staffing Qualifications for Performing the Project Described in this Solicitation (See the Graphic Designer Level II staffing-requirements given in major-sections B and L of this Solicitation.)
- Factor 3 – Offeror Company's Past Performance and Corporate Experience, including Project Work-Experience that is Relevant to the Graphic Design Project Described in this Solicitation, and Past Performance Level Achieved By the Offeror-Company (To Include Quality and Timeliness and Customer-Relations and Cost Control Achieved By the Offeror-Company in Performing Past Projects)
- Factor 4: The Offeror-Company's Aggregate Grand Total Price Proposed for Performance of the Project Described in this Solicitation-----and the Reasonableness of that Total Proposed Price

For each of Factors numbered 1 through 3 as listed above, each separate offeror-company will be assigned, by DOT, an adjectival-evaluation-rating on an adjectival-scale ranging from "Outstanding" at the top, and down through "Excellent" and "Good" and "Satisfactory" and "Marginal" and "Unsatisfactory".

No offeror-company will be assigned any adjectival-rating on Factor numbered 4 as listed above-----because Price, by definition, is a quantitative-value rather than an adjectival-value.

In DOT's Selection of the winning offeror-company (contract-awardee-company), Factors numbered 1 through 3 as listed above, when considered in the aggregate, will be equal, in importance, to Factor numbered 4 as listed above. DOT may award to other than the highest-rated offeror, or other than the lowest-priced offeror, when it is determined to represent the best value to the government. DOT will not award to a significantly higher priced proposal for only slight technical advantage.

M.3 Factor 6 – Price

In evaluating the reasonableness of each offeror-company's proposed total price, DOT reserves the **right** to consider pricing-features that **might** include, but would not necessarily be limited to, the following bulleted features:

- Whether or not an Offeror-company's proposed fully-loaded hourly-billing-rates (labor rates) are fair and reasonable in light of prevailing commercial rates for similar graphic-design services in the Washington, DC metropolitan area.
- Reasonableness and balance of the offeror's proposed pricing
- The Government may compare proposed prices with independent Government estimates, commercial benchmarks, and prices obtained through market research.
- Offers may be rejected if prices are determined to be unreasonably high or if unbalanced pricing poses an unacceptable risk to the Government.

52.217-5 Evaluation Of Options JUL 1990

The Government will evaluate offers for award purposes by evaluating prices for the base period as well as options. Evaluation of options will not obligate the Government to exercise the options. Offerors not including options may be rejected and may not be considered further for award.

End of Solicitation

Attachment J-1 (Past Performance Questionnaire)

Past Performance Questionnaire

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

Each particular completed Past Performance Questionnaire, as filled out and signed by the offeror's customer, shall be included in the Past Performance Volume of the offeror's initially-submitted Locksmith Services proposal under RFQ No. 693JK427R500001. Any customer who has completed one of these Questionnaires may seal the Questionnaire before giving it to the offeror, if the customer does not want the offeror to see the past performance evaluation given by the customer.

Referencee Information	Offeror's (Prime) Name:	_____
	Referencee's Name:	_____
	Solicitation Number & Title:	693JK427R500001 "Graphic Design Services for DOT"

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

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

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

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

NOTE: THIS INFORMATION WILL BE KEPT CONFIDENTIAL

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

	High					Low
1. TECHNICAL QUALITY OF SERVICE:	5	4	3	2	1	
This area deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.						
2. TIMELINESS OF PERFORMANCE:	5	4	3	2	1	
This area deals with the contractor's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.						
3. PRICE/COST CONTROL:	5	4	3	2	1	

This area deals with the contractor's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.

4 BUSINESS RELATIONS: 5 4 3 2 1

This area deals with the contractor's commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.

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

GENERAL INFORMATION: Please provide answers to the following questions.

5. Has the contractor ever been given a cure notice, show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem; or has this contract been partially or completely terminated, or are there any pending termination actions? () No () Yes

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

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

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

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

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

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

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

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

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

11. Contract Dollar Value (with Options)_____

12. Was the contractor the prime contractor, or a sub? _____

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

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

15. Service Description:

1. Contractor's Strengths: