



(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) (DELETED)

(2) Except for novation agreements and advance payments, delegates to the Department of Transportation, Federal Railroad Administration, Office of Acquisition and Grants Services, RAD-30 ("Federal Railroad Administration") the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Federal Railroad Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have a right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontract without the prior written approval of ~~the SBA and~~ the cognizant Contracting Officer of the Federal Railroad Administration.

(End of clause)

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

B.1 DESCRIPTION OF SERVICES

The contractor shall provide all personnel, facilities, and other materials and services necessary to perform the effort set forth in Section C - Statement of Work, titled, "Internet Site Development and Maintenance, Computer Programming, and Data Processing for Railroad Safety."

B.2 CONSIDERATION

a. This acquisition is structured as a performance-based service contract (PBSC). This is a cost-plus-award-fee (CPAF) type contract that allows for the use of both positive (gaining/bonus) award fee incentives and negative (losing/forfeiture) fee incentives. [See Sections E and H and the Quality Assurance Plan (QAP).]

b. This contract contains multiple-values that are a reflection of the baseline value negotiated by the parties to the contract for fully successful performance (i.e., the Neutral Value), and the potential negative or positive values projected for performance below or above the standard(s) of fully successful performance (i.e., the Minimum and Maximum Values).

c. The Grand Total Extended Minimum Value of the contract is \$\_\_\_\_\_. This value includes the neutral or baseline value for all contract line item numbers (CLINs) over the entire period of performance inclusive of the base period and all options exercised, MINUS the maximum potential value of all negative (losing/forfeiture) fee incentives combined for performance that is less than fully satisfactory. (It does not contain sums that could be assessed for performance deemed "unsatisfactory," and provided for under the liquidated damages clause.)

d. The Grand Total Extended Neutral Value of the contract is \$\_\_\_\_\_. This value includes the neutral or baseline value for all contract line item numbers (CLINs) over the entire period of performance inclusive of the base period and all options exercised for performance that is fully satisfactory. The negotiated value for each CLIN typically includes a base measure of profit.

c. The Grand Total Extended Maximum Value of the contract is \$\_\_\_\_\_. This value includes the neutral or baseline value for all contract line item numbers (CLINs) over the entire period of performance inclusive of the base period and all options exercised, PLUS the maximum potential value of all positive (gaining/bonus) fee incentives combined for performance that exceeds the standards of fully satisfactory. It also serves as the ceiling of total costs and fees.

The following is a schedule of the services and associated prices/costs for each CLIN, by performance periods.

ALL PERIODS: 01 AUG 2003 THRU 31 JUL 2008								
CLINs	DESCRIPTION OF THE SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED MINIMUM VALUE <sup>1</sup>	EXTENDED NEUTRAL VALUE <sup>2</sup>	EXTENDED MAXIMUM VALUE <sup>3</sup>	YEAR
1001	Programming/System/Technical Support and Administrative Cost-plus-award-fee (CPAF) consideration for the conduct of services described in the Schedule. See SOW subsection C.3.1.	5	QTR <sup>4</sup>	\$	\$	\$	\$	Base
2001		4		\$	\$	\$	\$	OPT1
3001		4		\$	\$	\$	\$	OPT2
4001		4		\$	\$	\$	\$	OPT3
5001		3		\$	\$	\$	\$	OPT4
<p>This CLIN is subject to the application of both positive (gaining/bonus) and negative (losing/forfeiture) fee incentives as described in Section E or elsewhere in the contract, or in the QAP.</p> <p>Maximum extended bonus fee that may be earned/awarded</p> <p>for CLIN 1001 in the Base Period is \$ _____ ;</p> <p>for CLIN 2001 in Option Period 1 is \$ _____ ;</p> <p>for CLIN 3001 in Option Period 2 is \$ _____ ;</p> <p>for CLIN 4001 in Option Period 3 is \$ _____ ;</p> <p>for CLIN 5001 in Option Period 4 is \$ _____ ;</p> <p>Maximum extended forfeit fee that may be assessed/deducted</p> <p>for CLIN 1001 in the Base Period is \$ _____ ;</p> <p>for CLIN 2001 in Option Period 1 is \$ _____ ;</p> <p>for CLIN 3001 in Option Period 2 is \$ _____ ;</p> <p>for CLIN 4001 in Option Period 3 is \$ _____ ;</p> <p>for CLIN 5001 in Option Period 4 is \$ _____ ;</p>								

ALL PERIODS: 01 AUG 2003 THRU 31 JUL 2008

CLINS	DESCRIPTION OF THE SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED MINIMUM VALUE <sup>1</sup>	EXTENDED NEUTRAL VALUE <sup>2</sup>	EXTENDED MAXIMUM VALUE <sup>3</sup>	YEAR
1002	<p><b>Data Management Operations Tasks for RAIRS, RIRS, &amp; GCIS</b></p> <p>Cost-plus-award-fee (CPAF) consideration for the conduct of services described in the Schedule. See SOW subsection C.3.2.</p> <p>Performance/consideration under this process for RAIRS includes the receipt of accident records on magnetic media.</p> <p><u>Annual Receipts</u>                      6180.55 (7200 new records)                      6180.55a (12000 new records)                      6180.54 (3800 new records)                      6180.57 (4500 new records)                      6180.56 (700 new records)</p> <p>Performance/consideration under this process for RIRS includes electronic receipt of records through RISPC.</p> <p><u>Annual Receipts</u>                      6180.96 (46000 new records)                      6180.96a(130,000 new records)</p> <p>Performance/consideration under this process for GCIS includes receipt of 120,000 updates annually on magnetic media</p>	5	QTR	\$	\$	\$	\$	Base
2002		4		\$	\$	\$	\$	OPT1
3002		4		\$	\$	\$	\$	OPT2
4002		4		\$	\$	\$	\$	OPT3
5002		3		\$	\$	\$	\$	OPT4

This CLIN is subject to the application of both positive (gaining/bonus) and negative (losing/forfeiture) fee incentives as described in Section E or elsewhere in the contract, or in the QAP.

Maximum extended bonus fee that may be earned/awarded

- for CLIN 1002 in the Base Period is \$ \_\_\_\_\_;
- for CLIN 2002 in Option Period 1 is \$ \_\_\_\_\_;
- for CLIN 3002 in Option Period 2 is \$ \_\_\_\_\_;
- for CLIN 4002 in Option Period 3 is \$ \_\_\_\_\_;
- for CLIN 5002 in Option Period 4 is \$ \_\_\_\_\_;

Maximum extended forfeit fee that may be assessed/deducted

- for CLIN 1002 in the Base Period is \$ \_\_\_\_\_;
- for CLIN 2002 in Option Period 1 is \$ \_\_\_\_\_;
- for CLIN 3002 in Option Period 2 is \$ \_\_\_\_\_;
- for CLIN 4002 in Option Period 3 is \$ \_\_\_\_\_;
- for CLIN 5002 in Option Period 4 is \$ \_\_\_\_\_;

ALL PERIODS: 01 AUG 2003 THRU 31 JUL 2008

CLINs	DESCRIPTION OF THE SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED MINIMUM VALUE <sup>1</sup>	EXTENDED NEUTRAL VALUE <sup>2</sup>	EXTENDED MAXIMUM VALUE <sup>3</sup>	YEAR
1003	Data Management of Routine &	5	QTR <sup>4</sup>	\$	\$	\$	\$	Base
2003	Special Client & Web-Based	4		\$	\$	\$	\$	OPT1
3003	Software, Maintenance &	4		\$	\$	\$	\$	OPT2
4003	Enhancement of FRA Safety Data	4		\$	\$	\$	\$	OPT3
5003	Web Site & FRA Safety Secure Web Site	3		\$	\$	\$	\$	OPT4
	Cost-plus-award-fee (CPAF) consideration to conduct routine operation services.			\$	\$	\$	\$	
	See SOW subsection C.3.3.							

This CLIN is subject to the application of both positive (gaining/bonus) and negative (losing/forfeiture) fee incentives as described in Section E or elsewhere in the contract, or in the QAP.

Maximum extended bonus fee that may be earned/awarded

for CLIN 1003 in the Base Period is \$ \_\_\_\_\_ ;  
 for CLIN 2003 in Option Period 1 is \$ \_\_\_\_\_ ;  
 for CLIN 3003 in Option Period 2 is \$ \_\_\_\_\_ ;  
 for CLIN 4003 in Option Period 3 is \$ \_\_\_\_\_ ;  
 for CLIN 5003 in Option Period 4 is \$ \_\_\_\_\_ ;

Maximum extended forfeit fee that may be assessed/deducted

for CLIN 1003 in the Base Period is \$ \_\_\_\_\_ ;  
 for CLIN 2003 in Option Period 1 is \$ \_\_\_\_\_ ;  
 for CLIN 3003 in Option Period 2 is \$ \_\_\_\_\_ ;  
 for CLIN 4003 in Option Period 3 is \$ \_\_\_\_\_ ;  
 for CLIN 5003 in Option Period 4 is \$ \_\_\_\_\_ ;

CONTRACT VALUE - BASE PERIOD			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
1001	\$	\$	\$
1002	\$	\$	\$
1003	\$	\$	\$
<b>TOTAL:</b>	\$	\$	\$

CONTRACT VALUE - OPTION PERIOD 1:			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
2001	\$	\$	\$
2002	\$	\$	\$
2003	\$	\$	\$
<b>TOTAL:</b>	\$	\$	\$

CONTRACT VALUE - OPTION PERIOD 2:			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
3001	\$	\$	\$
3002	\$	\$	\$
3003	\$	\$	\$
<b>TOTAL:</b>	\$	\$	\$

CONTRACT VALUE - OPTION PERIOD 3:			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
4001	\$	\$	\$
4002	\$	\$	\$
4003	\$	\$	\$
<b>TOTAL:</b>	\$	\$	\$

CONTRACT VALUE - OPTION PERIOD 4:			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
5001	\$	\$	\$
5002	\$	\$	\$
5003	\$	\$	\$
<b>TOTAL:</b>	\$	\$	\$

CONTRACT VALUE - BASE PERIOD THRU OPTION PERIOD 4:			
CLINS	EXTENDED MINIMUM VALUE	EXTENDED NEUTRAL VALUE	EXTENDED MAXIMUM VALUE
<b>GRAND TOTAL:</b>	\$	\$	\$

LEGEND:

<sup>1</sup> Extended Minimum Value. For the purposes of this contract, this term is used to describe --for each CLIN -- the end product value when the Quantity is multiplied by the Unit Price to arrive at the sum total value for the entire performance period (i.e., in effect the Extended Neutral Value) **MINUS** the total maximum amount of all negative (losing/forfeiture) fee incentives combined, that may be assessed/deducted for less than fully successful performance --but not yet deemed "unsatisfactory"-- for the respective CLIN. When referring to the performance period as a whole, the term is also used to denote the cumulative total Extended Minimum Value for all applicable CLINS in the respective performance period. It serves as a quick reference on the amount of consideration (after the maximum potential negative fee incentive deductions have been made for ratings below satisfying the requirement in full and above unsatisfactory) that can be expected for substandard performance under the individual CLINS, and the contract as a whole.

Note: The Extended Minimum Value includes the maximum potential negative fee deduction for less than satisfactory performance (i.e., For all CPAF CLINS-- the variable deductions allowed for the applicable adjectival ratings (in descending order) of "moderate/acceptable quality level," "fair" or "poor." The Maximum Extended Value DOES NOT include the amount(s) that could be calculated for unsatisfactory performance (i.e, For CPAF CLINS-- the variable deductions allowed for the applicable adjectival rating of "unsatisfactory."

[For example, if the total Extended Neutral Value was equal to \$100 and the total amount of all negative (losing/forfeiture) fee incentives [for ratings down through "poor" for CPAF CLINS' fee incentive for the respective sub-system (RAIRS, RIRS or GCIS)] combined equaled \$10, then the total Extended Minimum Value would be equal to \$90. However, if performance was deemed "unsatisfactory," the assessment could result in deductions substantially below either the Extended Neutral Value of Extended Minimum Value.]

<sup>2</sup> Extended Neutral Value. For the purposes of this contract, this term is used to describe --for each CLIN or Sub-CLIN-- the end product value when the Quantity is multiplied by the Unit Price to arrive at the sum total value for the entire performance period for the respective CLIN. When referring to the performance period as a whole, the term is also used to denote the cumulative total Extended Maximum Value for all applicable CLINS in the respective performance period. It serves as a quick reference on the amount of consideration (i.e., for Cost-plus-award-fee CLINS, cost plus the base fee (which may be zero in accordance with FAR 16.305)) that can be expected for meeting the standard(s) for fully acceptable performance under the individual CLINS, and the contract as a whole.

<sup>3</sup> Extended Maximum Value. For the purposes of this contract, this term is used to describe --for each CLIN or Sub-CLIN-- the end product value when the Quantity is multiplied by the Unit Price to arrive at the sum total value for the entire performance period (i.e., in effect the Extended Neutral Value) **PLUS** the total maximum amount of all positive (gaining/bonus) fee incentives combined, that the contractor may be qualified and recommended to receive for performance that exceeds the standard(s) for successful performance for the respective CLIN. When referring to the performance period as a whole, the term is also used to denote the cumulative total Extended Maximum Value for all applicable CLINS in the respective performance period. It serves as a quick reference on the amount of consideration (after the maximum level of potential positive incentives

have been added) that can be expected for exceptional performance under the individual CLINs and the contract as a whole. It is also serves as a guide to ensure that the maximum fee payable (i.e., the base fee(s) --in total, plus the highest potential award fee(s) (in the aggregate) complies with the limitations in FAR 16.301-3 and 15.903(d)). [For example, if the total Extended Neutral Value was equal to \$100 and the total amount of all positive (gaining/bonus) fee incentives combined equaled \$10, then the total Extended Maximum Value would be equal to \$110.]

<sup>4</sup> Quarter. That is, the four 3-month time frames within each applicable 1-year performance period (base and options). To the maximum extent practicable, quarterly periods (used in pricing and managing work effort) are established on a calendar year basis (i.e., January through March, inclusive; April through June, inclusive, etc.) and should coincide with the Government's cyclic performance assessments. The initial start-up period of performance may be less than an ordinary three-month quarter in order to synchronize performance period divisions with the calendar year cycle or to allow for a period of contractor familiarization with the performance requirements and expectations, and the performance assessment process. See Section H.

<sup>5</sup> Estimated (EST.) Quantities listed are projections provided for estimating purposes only and do not convey any intent or obligation on the part of the Government that its actual requirements will result in comparable levels of work effort (in terms of numbers or dollars) for the contractor. Estimates are based on [approximate] averaged estimates over the last 2 to 5 years, while actual quantities may vary. At the conclusion of the first six months of performance, and at the conclusion of each six-month increment thereafter, if applicable, the Government may entertain or require re-negotiation of the estimated costs for individual forms or sub-systems, based on actual requirements/quantities keyed in the preceding period(s). Generally speaking, variations in quantity of 25% or more --above or below the [individual or grouped] estimates-- will prompt the contracting parties to re-assess the previously agreed to estimated costs.

## SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

### **Internet Site Development and Maintenance, Computer Programming, and Data Processing for Railroad Safety**

#### C.1 INTRODUCTION/GENERAL

The Railroad Safety Information System (RSIS) is the principle monitoring strategy used by the Federal Railroad Administration (FRA) for the management, processing and reporting on railroad reported accidents/incidents; railroad inspections; highway-rail grade crossing data; and related railroad safety activities. Information for the RSIS is collected by federal and state inspectors nationwide and is either routed through the FRA or sent directly to the FRA-contracted data processing vendor. This raw information, referred to as source data, may include hard copy paper forms or reports, diskettes, computer-to-computer transfers, and magnetic tapes. The contracted vendor, using Government furnished equipment, is responsible for performing data entry, validation and editing services, and for developing or enhancing related computer software. These services provide an effective means for storing, cataloging, archiving and managing collected data. Statistical data and reported findings are thereafter available for query and report generation by the FRA or similar use by the agency, state and local governments, railroad labor and industry, and private groups or citizens. The principle technique for presenting and retrieving information is the contractor-maintained FRA Internet site. This public site (SafetyData) and the secure area (SecureSite) present the statistics, and individual reports to the public and the FRA. The core of RSIS consists of the following three primary and collateral sub-systems:

#### Railroad Accident/Incident

Reporting System (RAIRS)..... the accountability method by which railroads report accidents/incidents directly to the FRA.

#### Railroad Inspection

Reporting System (RIRS)..... the reporting system for FRA inspectors and participating State inspections of railroad equipment, track, signals, operating practices, hazardous materials and railroad safety activities.

#### Grade Crossing

Inventory System (GCIS)..... the highway-rail grade crossing (hereafter referred to as grade crossing) data reported by states and railroads on a voluntary "as-needed" basis.

#### C.1.1 DEFINITIONS

Batch Control . . . for the purposes of this contract, means a standard accounting process to a group of transactions accurately entered into a system. Batch controls for this contract will be used internally by the contractor to insure that the records processed and put on the computer database agree with the totals on the source documents. Typically a batch control could be a sum of all damages and a count of all records. The data base sum and count would be compared to the source document sum and count. If the sum and count do not agree then the difference must be reconciled. The same accounting principle has been applied to the electronic and magnetic media submission of accident/incident reports. All (foreign and AIRG) electronic and

magnetic Media submissions will have a batch control sheet Form FRA 6180.99. The batch control will have a count of the number of records, by form type, and control totals for the entire submission. The control will verify the control totals and records counts on the batch control sheet with the actual totals of the records submitted. The entire submission will be rejected if the any of the counts or totals are not exactly the same.

CMM . . . The Capability Maturity Model for Software (CMM or SW-CMM) is a model for judging the maturity of the software processes of an organization and for identifying the key practices that are required to increase the maturity of these processes.

Cycle . . . for the purposes of this contract, means a production cycle with each sub-system having its own production cycle. For RAIRS it is one calendar month, with the output being the year-to-date data bases to include the complete calendar month of processing. In the RIRS cycle, the time period is one business day. In the GCIS cycle, the time period is three calendar months. Measurement [of the quality and reliability] of any of the data bases is based upon the entire cycle, and not on any processing steps during the cycle.

Day . . . "means, unless otherwise specified, a calendar day." [FAR 2.101]

DBF . . . a file in dbASE III format

Defect Rate . . . within the context of this requirement, defects can be either an error in keying or a cross validation error. The software should prevent any cross validation error. Defect rate can be measured in terms of each field entered and number of defects, or number of records that are defective due to one or more errors. For the purposes of this contract, the first definition will be used: number of defects divided by total number of fields entered. The acceptable defect rate [for each sub-system] is 1 per 2000 fields.

FRA Safety Web Site . . . refers to the Office of Safety Analysis web site which consists of a Public site (<http://safetydata.fra.dot.gov/officeofsafety>) and a Securesite (<https://safetydata.fra.dot.gov/securesite>).

FRA Washington File Server . . . within the context of this requirement, is a data warehouse for storage of FRA data used by FRA personnel.

Foreign Software . . . for the purposes of this contract, means railroads are allowed to submit data electronically or on magnetic media (diskette or computer tape or zip disk). FRA provides computer software to produce this information; however, a railroad may have its own software to edit and generate the electronic or magnetic media submission. When a railroad uses its own software, it is called "foreign."

Government Furnished Information (GFI) . . . for the purposes of this contract, means supplies, information, instructional materials, archival source data, or property other than real property, as defined in FAR Part 45, that is furnished by the Government, but typically is not identified by the Government as requiring its inclusion on property records, e.g., Operating Manuals. The contractor however, is accountable for maintaining such information during the course of the contract and for returning the latest versions of all such information --that would not normally be consumed/subsumed in use-- to the FRA at contract end.

Government Furnished Property (GFP) is defined in FAR Part 45 - Government Property. For the purposes of this contract, the term "Government Furnished Equipment (GFE)." may be used interchangeably with GFP. For the purposes of this contract, GFP/GFE means other than GFI. It is nonexpendable property for which the contractor is accountable for managing and controlling while in its possession and returning to the Government at contract end, e.g., computers, monitors, etc.

Joint Reporting . . . for the purposes of this contract, is when two or more railroads are involved in the same incident/accident, e.g., Railroad A derails its train on Railroad B's track. Both Railroad A and Railroad B must communicate with each other and submit separate reports in which each cross-references information, facts, identifiers, etc, of the other. At a minimum, each railroad involved in the incident/accident must exchange incident/accident numbers so that each report has the other railroad's incident/accident number on the report.

MDB . . . A file in MS Access 2000 format

On-site/Off-site . . . for the purposes of this contract, on-site refers to the contractor's facility. Off-site is the FRA Washington File Server. Off-site is used most often in reference to the delivery of production databases.

Suspense/Inquiry Action . . . for the purposes of this contract, is when all records are edited and cross field validation is performed. When applicable, cross record and cross data base validation is performed. If a record fails an edit or validation the record is not loaded on the data base. It is placed in suspense and an inquiry is made with the appropriate person or railroad about error resolution.

Validating and Processing . . . for the purposes of this contract, are the mechanisms employed --for each subsystem-- in substantiating and insuring the accuracy of data within any given data base and its consonancy with and accuracy to correlating data in the other data bases, e.g., if the railroad reports three injuries on the Highway-Rail Crossing Accident/Incident Report then there must be three injury reports on the Injury/Illness Summary Report (Continuation Sheet). This operation requires that all data be confirmed or verified in some manner to insure and corroborate that there are no duplicate reports on file. It includes the procedures to convert source data that is typically stored on machine readable files, into a pre-established, FRA-acceptable format. The entire process is designed to insure that the FRA receives a completely edited error-free, year-to-date data base each cycle that will not need further editing by FRA personnel. Specific requirements for validation and processing--which differ for each subsystem-- are established in the Operating Manual for each respective subsystem.

#### C.1.2 GLOSSARY OF PRIMARY AND SECONDARY SUBSYSTEMS AND INTER-RELATIONSHIPS

##### Grade Crossing Inventory System (GCIS)

- Grade Crossing (GX32)
- PC Accident Prediction System (PCAPS) data is derived from RAIRS and GCIS
- Web Based Accident Prediction System (WBAPS) data is derived from RAIRS and GCIS

##### Railroad Accident/Incident Reporting System (RAIRS)

- Accident/Incident Report Generator (AIRG)
- PC Accident Prediction System (PCAPS) data is derived from RAIRS and GCIS
- Web Based Accident Prediction System (WBAPS) data is derived from RAIRS and GCIS

##### Railroad Inspection Reporting System (RIRS)

- Railroad Inspection System for the PC (RISPC)
- Inspector Activity Report (IAR)
- Regional Inspection Point (RIP)
- Violation Generation and Tracking System (VGTS)
- Special Notice for Repairs (SNFR)

##### Other systems that are part of the inspector's duties

- False Proceeds and Activation Failures (FPAF)
- Partnership Issues Tracking System (PITS)
- FRA Conducted Accident Investigations (Form 39)

AIRG - Accident Incident Report Generator

Software provided by FRA to railroads to assist them to do their required record keeping (49 CFR 225). AIRG does all the editing with complete drop down menus and cross edit validation. Use of AIRG is voluntary.					
Source	Processing	Compilation*	Files	Output	Other Systems
Reportable					
Accidents			Accident	Year-to-date File Monthly Submission	MDB Files for Railroads own use
Casualties			Casualty	Year-to-date File Monthly Submission	MDB Files for Railroads own use
GX Accidents			GX Accident	Year-to-date File Monthly Submission	MDB Files for Railroads own use
Accountable					
Casualties			f98 file	Internal Report	MDB Files for Railroads own use
Special Occupational Illnesses			f107 file	Internal Report	MDB Files for Railroads own use
Accidents			f97 file	Internal Report	MDB Files for Railroads own use

Monthly Summary Data			Operation Summary	FRA Monthly Submission	MDB Files for Railroads own use
Human Factor Accidents				Paper Report	

\* Compilation includes combining data from all sources, updating records from previous months, deleting data as requested, insuring that duplicates do not occur.

False Proceed and Activation Failure (FPAF)

FPAF contains reports of railroad signals that improperly showed a "clear" signal and signals and/or gates that failed to activate when a train approached a highway-rail crossing.					
Source	Processing	Compilation	Files	Output	Other Systems
Railroads		Regional Signal Specialist			
Signal Specialists	Keying	SecureSite	FP File AF File	FP File AF File	

IAR - Inspector Activity Report

IAR contains inspection and non inspection activity of FRA/State Inspectors.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA Inspectors & State Inspectors	RISPC	Contractor	IAR File	IAR File	
Inspectors submitting forms on paper	Keying, and validation	Contractor	IAR File	IAR File	

Form 39

This form is used to collect information about FRA conducted investigations of train accidents and highway-rail crossing accidents. The software contains full screen edits.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA Inspectors			Form 39, DBF, & PDF	Printed Report	

**GCIS - Grade Crossing Inventory System**

A current inventory of specific information about each public and private highway-rail crossing in the USA. This system is voluntary on both railroads and states. Data from GX32 is received daily from the FRA LAN/WAN and the Internet. Files are delivered to FRA Quarterly. Each file is the entire year-to-date file.					
Source	Processing	Compilation	Files	Output	Other Systems
Railroads & States	GX32	Contractor	Updated records	Public & Private History	Safety Data Web Files Server
Railroads & States submitting forms on paper	Keying, and validation	Contractor	New Records Updated	Public & Private History	Safety Data Web Files Server

**GX32 - Grade Crossing Inventory System for 32 bit Software Architecture**

Software provided by FRA to railroads and state to allow them to do their inventory of highway-rail crossing sites in their jurisdiction. Maintaining the inventory is voluntary at the current time. The GX32 does all the editing with complete drop down menus and cross edit validation. It provides accident and fatal accident prediction with each crossing. Use of GX32 is voluntary.					
Source	Processing	Compilation	Files	Output	Other Systems
Railroads & States			Grade Crossing Inventory Data	File to FRA	MDB Files for Railroads and States own use
FRA			GX Accidents	Updated Data to Railroads and States	

**PCAPS - Personal Computer (Highway-Rail Crossing) Accident Prediction System**

PCAPS is designed to allow States, counties and cities to determine the most hazardous highway-rail crossings in their jurisdiction. It is also used by FRA Grade Crossing Managers and other interested groups. Use of PCAPS is voluntary.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA			GCIS and GX Accidents	Printed Reports	

**WBAPS - Web Based (Highway-Rail Crossing) Accident Prediction System**

WBAPS is designed to allow the general public to determine the most hazardous highway-rail crossings in their jurisdiction. It is also used by FRA Grade Crossing Managers and other interested groups. Use of WBAPS is voluntary.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA			GCIS and GX Accidents	Printed Reports	

PITS - Partnership Issues Tracking System (Collection and SecureSite)

This system is part of the Safety Assurance and Compliance System (SACP). SACP Managers and designated users can create and update PITS records directly on the SecureSite. FRA users can view the status of the PITS records.					
Source	Processing	Compilation	Files	Output	Other Systems
SACP Manager	SecureSite		PITS Records	FRA File	Displayed on PITS SecureSite Site
Regional Manager	SecureSite		PITS SecureSite	FRA File	Displayed on PITS SecureSite Site

RIP - Regional Inspection Point System

RIP is an inventory of the railroad's activities in a county. Data is created or updated on the SecureSite by designated users. Files converted into SAS with each file modification.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA Inspectors & State Inspectors	SecureSite	Contractor	RIP File	RIP File	

RAIRS - Railroad Accident/Incident Reporting System

Data is received once a month, 30 days after the month has ended. The data from the four forms is cross edited. The output is generated once a month with four year-to date data bases: Accident, Casualty, Grade Crossing Accident, Operational Summary.					
Source	Processing	Compilation	Files	Output	Other Systems
Small Railroads	AIRG	Contractor	Accident, Casualty, GX Accident & Summary	Washington File Server and Safety Data Web	Safety Data Web and PCAPS
Large Railroads submitting data on magnetic media	Contractor	Contractor	Accident, Casualty, GX Accident & Summary	Washington File Server and Safety Data Web	Safety Data Web and PCAPS
Railroads submitting forms on paper	Keying, and validation	Contractor	Accident, Casualty, GX Accident & Summary	Washington File Server and Safety Data Web	Safety Data Web and PCAPS

RIRS - Railroad Inspection Reporting System

Data is received daily from the Internet. Each file is the entire year-to-date file or may contain only the changes since the last upload					
Source	Processing	Compilation	Files	Output	Other Systems
FRA Inspectors & State Inspectors	RISPC	Contractor	Inspection	Header and Defect Files	Safety Data Web Files Server
Railroads submitting forms on paper	Keying, and validation	Contractor	Inspection	Header and Defect Files	

RISPC - Railroad Inspection Reporting System for Personal Computer

Software provided by FRA to inspectors to allow them to do to record their inspection results, as well as IAR, SNFR and VGTS information. The RISPC does all the editing with complete drop down menus and cross edit validation. Currently the use of RISPC is voluntary.					
Source	Processing	Compilation	Files	Output	Other Systems
FRA Inspectors & State Inspectors	Inspection			Edited data for RIRS compilation	RIRS
FRA Inspectors & State Inspectors	IAR			Edited data for IAR compilation	IAR

FRA Inspectors & State Inspectors	SNFR			Edited data	SNFR
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FRA Inspectors & State Inspectors	VGTS			Edited data for violations	Violation Tracking
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C.2 SCOPE OF WORK AND OBJECTIVES

The contractor shall be responsible for providing all personnel, labor, effort, transportation, material, and equipment (except that which is specified as Government Furnished Property (GFP) in **Attachment 1** or Government Furnished Information (GFI) in **Attachment 2**) that are necessary to successfully perform RSIS data entry, validation and editing services, and develop or enhance and maintain system/subsystem computer software, or generate other programming and software development services required to support the FRA, Office of Safety mission, including retrieval software, client based systems and other safety information needs or other systems to support the Office of Safety's regulatory or compliance efforts.

C.3 CONTRACT LINE ITEM NUMBERED TASK REQUIREMENTS AND STANDARDS

In order to fulfill its obligation for satisfactory, successful contract performance in consideration for payment of a fair and reasonable price for services, the contractor is required to meet or exceed the minimal performance standards of quality, timeliness, technical ingenuity or effective cost management described below in executing the technical work requirements outlined herein.

Contractor performance of the subtasks under this requirement will be assessed by the Government -in toto- each month. (1) Performance --overall-- that meets the standards identified herein, will generally call for the payment of cost incurred and any applicable base fee. (2) Performance -overall or specific to any subtask- that exceeds the standards identified herein, may qualify the contractor to receive a positive (gaining/bonus) fee incentive. (3) Performance -overall or specific to any

subtask- that fails to meet the standards identified herein, i.e., at or below a reasonable margin of deviation from the standards, is considered less than fully satisfactory and is subject to the application of negative (losing/forfeiture) fee incentives; unless the failure to perform the contract is beyond the control and without the fault or negligence of the contractor as authorized under FAR clause Excusable Delays 52.249-14 (April 1984). (4) Unsatisfactory performance -overall or specific to any subtask- may constitute a basis for additional remedial action by the Contracting Officer under the terms of the contract including the exercise of the FAR clauses Liquidated Damages-- Supplies, Service or Research and Development (April 1984) or Termination (Cost-Reimbursement) 52.249-6 (September 1996). (See Sections E or H, or QAP.)

C.3.1 PROGRAMMING, SYSTEM AND TECHNICAL SUPPORT, AND ADMINISTRATIVE  
(CLINs 1001, 2001, 3001, 4001, and 5001)

The contractor is responsible for conducting day-to-day business operations, programming, technical support, and administrative activities necessary to ensure successful completion of the contract objectives, and efficient functioning of the RSIS internal subsystem databases for RAIRS, RIRS and GCIS, and other non-specific internal system databases. The contractor shall be responsible for ensuring quality processing of all data and systems and the availability/delivery of accurate, year-to-date files for sub-system databases on a collective, yet time-prioritized basis within the hierarchy of RAIRS over RIRS over GCIS.

1. RSIS System Maintenance Tasks

a. Requirements (for C.3.1.1)--

(1) Software Maintenance

The contractor shall be responsible for maintaining all RSIS computer programs and manuals used in processing data - from point of receipt through final delivery to FRA. This includes [generic] programs that are required for receipts control, data entry, edit, validation, verification, exceptions and reporting, file maintenance and data conversion tasks.

General software activities to be performed will include items such as restoring part of a file, retrieving a subset of a file and e-mailing to a user, making a minor change in the software to change an edit, adding or changing a code in a lookup table, etc. Maintenance also includes file conversion, backups, restores, deleting old files, file compression, etc. More specific activities will include items such as performing software maintenance to the Windows version of the GX32 program when enhancements are needed or errors discovered.

**All software written for the FRA belongs to the FRA.** No software shall contain proprietary computer codes or use a system that is proprietary; unless, it is owned by the FRA, its use is authorized in writing by the CO or COTR, and it can be moved from one installation to another at no cost to the FRA. Any maintenance or upgrades performed on existing software shall adhere to the same restrictions.

See **Attachment 2** Listing of GFI for schedule of software provided.

(2) Programming of Data Entry System

The contractor, when directed, shall write the procedures, computer programs and documentation to receive, capture, and edit data from new specifications.

b. Standards (for C.3.1.1)--

Documentation: The contractor shall be responsible for providing comprehensive Federal Information Processing Standards (FIPS) PUB 106 GUIDELINE ON SOFTWARE MAINTENANCE documentation at the contractor's site for review by the COTR. The referenced publication presents information on techniques, procedures, and methodologies to employ through out the lifecycle of a software system to improve the maintainability of that system. Additional FIPS Hardware and Software Standards/Guidelines may be identified as adjunct standards on a task-by-task basis, as needed. FIPS PUB 106 has been retired; however, the FIPS PUB 106 is still the minimum expected. A higher standard can substituted with the written permission of the Contract Officer.

The contractor shall maintain and provide updates to FRA-supplied operating procedures manuals/guides (See **Attachment 1**) that describe (and assign responsibility for) all procedures necessary to accomplish receipt, control, scheduling, processing, computer posting, and retention of data. All personnel involved in the accomplishment of the task services under this contract shall be familiar with these manuals.

All changes to processing methodology, operations & procedures, edit tests, and reports will be duly documented and approved by the Contracting Officer and the COTR. Upon completion of the contract, all original and Contracting Officer-approved revised documentation shall be returned to the FRA.

2. Security, Storage and Maintenance of Data.

a. Requirements (for C.3.1.2)--

At least once every month, the contractor shall be responsible for making additional machine-readable master files and source code to be keep off-site, at least two miles away from the on-site backup.

The contractor shall also be responsible for developing security-conscience programs and procedures to allow new and updated data to be submitted electronically, either by Internet or LAN/WAN. The contractor shall ensure that entries of electronic data and hard copy are not duplicated. The contractor shall establish a technique to notify inspectors of errors.

*Cautionary Note: RIRS data files are subject to the 1974 Privacy Act. For each request for RIRS data, the contractor-- (1) shall verify the identity and authorization of FRA sources requesting this data before releasing it, (2) shall not release data from the inspection data bases to any office outside of FRA, and (3) shall immediately report or refer requests for such information from unauthorized or outside sources to the COTR.*

b. Standards (for C.3.1.2)--

Completeness and accuracy of submissions, continual documentation of software, intermittent checks and storage of files, and verification that adequate procedures and guides are in place and reflective of actual processing practices.

3. Technical Support Help Desk.

a. Requirements (for C.3.1.3)--

The contractor shall be responsible for providing a technical support help desk to-

- (1) answer telephonic and e-mail requests for assistance on the finished software product written by the contractor and distributed to the FRA, railroads and states e.g., electronic forms, RISPC, AIRG, etc.;
- (2) assist users in the installation of software;
- (3) assist users in entering information, and in using the RISPC, GX32, PITS, Form 39, RIP, AIRG, PCAPS, VGTS and other existing or new client based software developed by the contractor;
- (4) instruct users on the Internet transmission of data germane to this contract;
- (5) assist FRA users in using the FRA SafetyData and SecureSite web sites;
- (6) provide codes for unlocking the system when a security violation has occurred, or allowing users to transmit the stored data back to the inspector or railroad when file restoration is needed.

Contractor staff assigned to the technical support help desk should also be assigned collateral duties to perform when not directly engaged in providing user assistance/help desk services. Contractor personnel responsible for staffing the Technical Support Desk telephone and responding to incoming calls must be able to understand, speak and be clearly understood, in the English language. (See Section H.)

The contractor shall be responsible for establishing a toll free 1-800/888 help desk telephone number and an Internet e-mail address or home page, and subsequently making every reasonable effort to advertise or disseminate these numbers/addresses, along with its hours of operation, to all potential users/RSIS client base. The help desk call-in system shall also provide a system for leaving voice mail messages outside normal hours of operation, and for accommodating more than one incoming call at a time during hours of operation. The contractor shall also have a hard-wired system to provide direct access to the FRA Washington File Server to allow for direct file transmission to the server and to receive e-mail from FRA users. At a minimum, the line will support DSL or higher transmission rate (preferably a T-1 line), but the contractor is authorized to have an Internet domain (FRA-Safety.net) that is the property of FRA, with high-speed access. The contractor will be subject to standing security clearance or protocol requirements for access to the Washington LAN. The contractor shall utilize problem-tracking software to log all support calls received. The software shall have the ability to readily display all open support tickets. It shall also be able to produce management reports on the frequency and nature of the support calls logged. Once every quarter, the contractor shall provide FRA with a .DBF file containing the support call tickets for the quarter completed.

**The help desk shall be staffed from 8:00 a.m. to 8:00 p.m. EST/EDT, Monday through Friday, except federal holidays.**

b. Standards (for C.3.1.3)--

95% - 100% of all incoming telephone calls to the help desk are to be answered by the third ring. Contractor personnel staffing the help desk will be expected to answer all calls in a courteous, professional manner, obtain complete information on the identity of the caller, and the nature of the inquiry, problem, or customer complaint. It is expected that contractor personnel staffing the help desk will be able to answer routine questions on RSIS subsystem services, or for more complex issues, to provide on-the-spot referrals to an associate contractor staff member. Resolution or action on relatively routine, general software application inquiries, problems, or customer complaints received (by telephone or e-mail) during normal hours of operation of the help desk, is expected within 5 to 60 minutes. For e-mail and messages left outside normal hours of operation, and for inquiries, etc. of a more interpretive nature -given the inherent range of diversity and level of complexity that may be presented- resolution or action is expected within 24 hours of telephone or e-mail notification (or by the close of the next business day if the call/message comes in on a Friday or federal holiday). An exception to the resolution/action response time expectation/standard for those inquiries, etc. considered more interpretive/complex than routine, is provided when transmitting the stored data back to the inspector or railroad when file restoration is needed; in which case, resolution/action is expected to be accomplished within 48 hours of notification. The contractor is expected to maintain a cursory logging or tracking system of all incoming calls and the referral or remedial actions taken by the contractor and the time frames involved. The COTR will use the logging/tracking system to assess whether an inquiry, etc. was routine or interpretive/complex, and whether the response and the response time involved, was adequate, appropriate or reasonable. The COTR may also survey callers to augment or substantiate the contractor's records and assess the level of service provided.

4. Forms & Instructional Manuals Preparation

a. Requirements (for C.3.1.4)--

The contractor, when directed, shall be responsible for modifying or redesigning existing forms and instructional manuals, and/or creating new forms and instructional manuals to the RSIS system and RAIRS, RIRS, GCIS or other subsystems as specified. The contractor shall be responsible for making appropriate changes to successive draft iterations of forms or other deliverables following each review by the FRA Office of Safety and the Office of Chief Counsel or others.

*Note: At present, the FRA does not anticipate any changes to the RIRS or GCIS forms.*

b. Standards (for C.3.1.4)--

Delivery of completed [draft and final] forms and instructional manuals shall be in accordance with the contract delivery terms in Section F, or supplemental direction provided by the COTR. The contractor shall also be responsible for

timely delivery of all required form iterations, designs, manual/guide compilations or revisions, and/or other related-deliverables.

Each iteration of the form(s) must be of high quality ready for unabridged submission to OST, publication in the Federal Register for a Notice of Proposed Rule Making, submission to OMB for approval, and publication as a final rule.

Final forms and instructional manuals shall incorporate recommended changes to the extent required by the FRA, shall be of a professional quality, free from any and all editorial and content defects, provided in the required numbers, and suitable for immediate unabridged distribution to affected parties/RSIS client base.

#### 5. Production of Interim and Final Annual Reports

##### Requirements and Standards (for C.3.1.5)--

Following the May 15 interim closing of the RAIRS databases and the January final closing of the RAIRS databases the contractor will prepare the Interim and Final Annual Reports using the government supplied SAS computer programs.

- (1) The Contractor will run each program with the assistance of the Office of Safety personnel and ensure that the resulting output is directed to the proper folder. Where it is necessary to modify the same program and change its parameters to produce a new report, the Contractor shall document the modifications made.
- (2) The Contractor will collect all the output tables, charts and graphs and for assembly into the document. The Contractor will convert and/or format the output files (text, RTF and others) into either a Corel WordPerfect or Microsoft Word document.
- (3) The Contractor will prepare a draft copy of the document for review prior to publication and insure that all its components are complete, coherent and aesthetically acceptable. The Contractor will revise the document based on markups made by the COTR and/or his staff. A revised document will be submitted to the COTR after each modification until a final copy is approved.
- (4) The Contractor will produce a camera-ready copy of the final document for publication. The Contractor shall also produce a PDF copy of the document complete with an active Table of Contents and bookmarks. The document and web page will be compliant with Section 508 of the Rehabilitation Act.
- (5) The Contractor will submit to the COTR a User's Manual for Preparing the Railroad Safety Statistics Annual Report which documents step-by-step, instructions and procedures for the production of this Annual Report.

#### 6. Management Reporting

##### Requirements and Standards (for C.3.1.6)--

- (1) Monthly Quality Control and Inspection Report

Monthly Quality Control and Inspection Reports shall be prepared by the

contractor and delivered to the Contracting Officer and/or the COTR in accordance with the time and content requirements in Sections C and F.

(2) Receipts Control Monthly Summary

Receipts Control Monthly Summaries shall be prepared by the contractor and delivered to the COTR in accordance with the time and content requirements in Sections C and F.

(3) Monthly Control Activity Summary

The contract shall provide monthly reports on exception processing by each system. The RIRS shall contain information about defects by inspector, inspectors not using the RISPC software or not uploading frequently, open violations, etc. The RAIRS shall contain delinquent reporting by railroads, railroads failing to file reports due to joint reporting, or mismatches in reports, railroads using AIRG software and railroads using foreign software. Error reporting will be performed on PITS data, and RIP data. This information will be compiled monthly and sent to the COTR in accordance with the time and content requirements in Sections C and F. Monthly Control Activity Summaries shall be prepared by the contractor and delivered to the COTR in accordance with the time and content requirements in Sections C and F.

6. Government Furnished Property (GFP) and Government Furnished Equipment (GFE)

For a complete listing of all [nonexpendable] GFP applicable to this contract see **Attachment 1**, Listing of Government Furnished Property (GFP). Contractor use of GFP/GFE provided under or pursuant to this contract is restricted to the performance of said contract.

a. Requirements (for C.3.1.6)--

(1) Accountability of Government Furnished Property

Upon delivery of the GFP (See **Attachment 1**), the contractor shall assume control, for the purposes of accountability, of the GFP and should perform a physical inventory on the description, condition, and identity of all GFP. The contractor shall maintain complete, up-to-date accountability/custodial records on existing, new or replacement GFP, and disposition information on returned, replaced, lost, damaged, or destroyed GFP. The same principals of accountability apply when and if the Government authorizes the contractor to lease or rent equipment on its behalf. The contractor's records of GFP are considered official Government property records. The contractor shall provide periodic property reporting as may be required by the contract, COTR or Contracting Officer. **The Government shall retain title to all GFP.**

At the end of the contract (i.e., at the conclusion of the base or any and all option periods exercised, or at termination), the contractor shall return to the FRA, all GFP (unless a follow-on contract for the same services is awarded to the incumbent) including: equipment, software, operations manuals, publications and other documentation initially provided (See **Attachment 1**), as well as all new or replacement equipment acquired and approved for purchase under the terms of this contract during the performance period(s). All equipment returned should be in good working order --with due consideration to fair wear and tear

(FWT) and the age and useful shelf-life of the equipment, except for equipment previously reported and documented as operating at less than good working order.

(2) Maintenance of Government Furnished Property

The contractor shall be responsible for establishing and maintaining a system to control, protect, preserve and maintain all non-expendable GFP in good operating condition. Generally, the Government will not hold the contractor liable for loss of or damage to GFP when the property is provided for under a cost-reimbursement contract; however, subject to the terms of this contract, and the circumstances surrounding the particular case, the contractor may be liable for shortages, losses, negligible damage, or destruction of GFP.

(3) Purchase of New or Replacement Equipment

At the request of the Government, the contractor shall be responsible for purchasing, on behalf of the Government, additional or replacement computing equipment, peripherals, storage devices and supplies necessary for performing the data processing or programming tasks under this contract. Title to all newly acquired property, not consumed in use, for which the contractor is entitled to be reimbursed (as an allowable, allocable, and reasonable cost to this contract), shall be vested in the Government. The contractor should adjust its inventory records to reflect the addition, replacement, repair, modification, removal, or disposal of GFP. The contractor shall obtain written approval from the Contracting Officer prior to the purchase of any new or replacement equipment allocable to this contract.

b. Standards (for C.3.1.6)--

It is expected that at any given point in time, the contractor will be able to identify, upon request, any and all GFP/GFE on-hand --including information relative to each item's nomenclature, model number, serial number, age, physical whereabouts, and general operational condition.

The contractor is expected to perform periodic user-level diagnostics, cleaning, preventive maintenance, and trouble-shooting on all applicable GFP/GFE in the contractor's possession. The contractor is expected to maintain a service history record. GFP/GFE that is no longer fully operative or in useful service but still in the inventory, may --with the afore knowledge and concurrence of the COTR-- be cannibalized to use the salvageable parts that are otherwise in good working order, to repair or enhance other GFP/GFE on-hand. The contractor is expected to maintain property disposition records of all such actions.

The contractor is expected to make recommendations to the COTR/FRA for replacement of existing GFP/GFE when such property/equipment is no longer operative, is under repair on a repetitive basis and it is increasingly apparent to all parties that its usefulness or service life is measured, or when its perceived technical obsolescence becomes a significant impediment or disadvantage (in terms of timeliness or quality of product output) to the successful performance of the data processing or programming tasks under this contract. Likewise, the contractor is expected to make recommendations and propose benefits analysis for the acquisition of new equipment (to be added to the working inventory of GFP/GFE) that can be demonstrated to have a measurable, cost effect impact on the quality of performance/product output or the timely availability of deliverables. When and if requested by the FRA, the contractor

is expected to provide timely product information and comparative valuative analysis on a number of viable, potential new/replacement equipment items and competitive open market quotations.

The contractor is expected to maintain complete, up-to-date accountability/custodial records on existing, new or replacement GFP/GFE, and disposition information on returned, replaced, lost, damaged, or destroyed GFE/GFP.

C.3.2 DATA MANAGEMENT OPERATIONS TASKS FOR RAIRS, RIRS & GCIS  
(CLINS 1002, 2002, & 3002, 4002, and 5002);

a. Requirements (for C.3.2.)--

(1) General

Primary tasks involved in Data Management Operations are outlined in the foregoing subparts; and unless specified otherwise, shall pertain to each RSIS subsystem: RAIRS, RIRS, and GCIS --to the maximum extent practicable for each specific data base application.

In Data Management Operations, the contractor shall be responsible for managing and implementing all operational processes designed to produce statistically valid data within a given time frame. To accomplish this objective, the contractor will be provided two expandable operational handbooks-- the Manual Processing Guide, and the System User's Manual for each RSIS system (i.e., RAIRS, RIRS, and GCIS). The Manual Processing Guides and the Systems User's Manuals contain in-depth technical descriptions and guidance on each of the RSIS systems, databases, reference files, and processing procedures.

The Manual Processing Guide for each RSIS subsystem provides a detailed narrative description of the routine manual procedures employed from source document/media preparation to delivery of the processed master file data. This document covers the following operational stages: Receipts Control, Batch Control, Pre-input Review, Exception Handling, Quality Control and Data Delivery.

The System User's Manual for each RSIS subsystem were designed to provide a coherent operations guide for the automated portion of its respective subsystem. This document includes detailed instructions on how to initiate and use the data entry programs; run the edit and validation routines; generate exception lists and run the post-processing data conversion routines.

In addition to the operational handbooks, the contractor will be provided expendable technical handbooks for maintaining the computer programs. Each of the technical handbooks, entitled the Programmer's Guide (for RAIRS, RIRS, and GCIS), contains system-specific procedural, operational, and/or maintenance guidance.

For more specific information on Data Management Operations procedures or requirements, the awarded contractor shall refer to the appropriate portions of the Government furnished operational handbooks.

Unless the Contracting Officer advises otherwise, the system/subsystem-specific Data Management Operations procedures in the Manual Processing Guide and the Systems User's Manual shall take precedence over the guidance in these subparts.

Unless the contract or the Contracting Officer specifies otherwise, the contractor shall be responsible for maintaining, revising and updating all operational and technical handbooks and guides.

(2) Receipts Control

This shall apply to all systems unless otherwise stated.

Receipts control is the contractor established logging, retention system designed to ensure all source data received is properly identified, processed, and tracked throughout its shelf life. Data entry documents or source data may include hard copy paper forms or reports, diskettes, computer-to-computer data transfers, and/or magnetic tapes.

Receipts control shall be accomplished in such a manner as to ensure that every form received is accounted for as it progresses through each step of processing. Once a record is received, no matter what the technique for receipt, the contractor will account for location in the system. For example, a source document is typically received, keyed, posted to an update file, and then staged for final quality control or put into suspense/inquiry. A suspense/inquiry action occurs when a contractor detected error cannot be resolved by telephone or when following the guidance in the Defective Processing sections in the Manual Processing Guides; the recommendation is to return the form (normally in the original) to the originator. A suspense action shall be maintained until the contractor receives clarification in a corrected and updated form, or is notified by the originator that the faulty or inaccurate form will not be resubmitted. A record of such notification shall be retained by the contractor.

*Note: Any correspondence received by the contractor from state, railroad, or federal agencies that is not directly related to either the requirements under this contract or other separate activities of the contractor, shall be brought to the immediate attention of the COTR and promptly forwarded -at the expense of the Government- to the intended recipient, by the most economic means available (e.g., U.S. mail using Government provided envelopes, facsimile transmission, etc.)*

The Receipts Control design shall include at minimum:

- (a) Log entry procedures that provide the pattern for all receipts reporting.
- (b) A year-to-date receipts summary prepared monthly to identify reporting trends and changes (see Receipts Control Monthly Summary).
- (c) A reporting exceptions that lists non-reporting and late-reporting inspectors.
- (d) A reporting exceptions report that lists railroads which did not submit mandatory reports.
- (e) Systematic filing and storage of source documents for quick access to reports when requested.

- (f) A mechanism by which reporting progress by inspector can be identified.
- (g) Receipts control managed by the type of submission (hard copy, electronic, etc.), and electronic batch verification on railroad-generated accident reporting software (Foreign) and AIRG. All (foreign and AIRG) electronic and magnetic Media submissions shall have a batch control sheet or equivalent. The batch control shall contain a count of the number of records, by form type, and control totals for the entire submission. The control shall allow verification of the control totals and records counts on the batch control sheet with the actual totals of the records submitted. The entire submission shall be rejected if any of the counts or totals are not exactly the same.

(3) Manual Review

**This shall apply to all systems, unless otherwise stated.**

Manual Review is the initial scrutiny of incoming source documents or input forms and the detection of defective or incomplete data.

The contractor shall establish manual preprocessing procedures that ensure admissibility and accurate completion of mandatory information, resolve data interpretation questions prior to data entry, and minimize reporting errors being entered on the data base. Because the FRA reporting forms are standardized, the contractor is in a position to utilize a rapid scan technique or similar process for identifying errors and/or omissions.

On some forms, this initial source document review will also require the entry of appropriate codes. Codes must be extracted from reference materials furnished by the Government in **Attachment 1**. FRA will provide code reference material updates/revisions to the contractor at no cost. Codes shall be selected based on data entered on the forms by the originator.

The contractor shall be responsible for contacting railroads, state representatives, and inspectors when errors are suspected, when additional information is required, when mandatory forms are not submitted, or when the reported information requires verification or correction above the level at which the contractor is in a position to correct e.g., fill-in omissions. If the contractor's initial contact does not produce the desired results for contractor to continue or complete performance (which must be adequately documented), the COTR is to be notified so that he/she might intercede on behalf of the contractor and assume responsibility for prompting the party responsible for submitting information to furnish the needed the response/data.

(4) Data Entry/Edit

This will apply to all systems unless otherwise stated.

Data entry and edit is the on-line, interactive process of entering each field of data. Here most editing errors and code validation errors can be isolated immediately. When an error is encountered by the system the technician is then prevented from entering any other data until the

previously encountered error is corrected. The contractor shall:

- (a) Enter all source data received on hard copy reporting forms, using RSIS data entry/edit software to build cumulative master files for each of the reporting systems i.e., RAIRS, RIRS, and GCIS.
- (b) Edit input data as delineated in the RSIS operations manuals/guides for RAIRS, RIRS & GCIS. The contractor shall be responsible for revising or updating operational manuals/guides on an "as-need" basis.
- (c) Maintain the integrity of the database by ensuring that each record entered on file is accurate and complete.
- (d) Maintain an automated corrective action file for inspections data according to specifications identified in the RSIS/RIRS operations manual.

(5) Data Validation

Data validation is normally performed at the end of a batch of data. Here record-to-record comparisons and edits can be performed to detect occurrences of missing or incomplete data.

The contractor shall perform all automated batch data validations as specified in RSIS operations manuals and as further clarified or refined by the FRA program management staff.

Railroads may have their own [foreign] software for editing and supplying accident/incident data to FRA on either magnetic media, electronic (computer to computer) or over the Internet. This software must receive special attention to insure that the accuracy of the data formats complies exactly with the requirements in the Companion Guide of the FRA Guide for Preparing Accident/Incident Reports.

When a railroad uses foreign software, 49 CFR 225 requires that the railroad submit the magnetic submission or electronic submission with the hard copy of the same submission. The contractor shall verify all hard copy submissions with the magnetic media or electronic submission. If three consecutive months of 100 percent verification and accuracy of the two submissions have been achieved, the contractor shall discontinue the verification process for that railroad and notify the railroad that the hard copy is no longer necessary. However, if there are inconsistencies between the two submissions, the errors will be noted and communicated to the railroad and this process will continue until there are no inconsistencies for three consecutive months.

The verification listing in the above process will be retained for the same period of time as that designated for the source data in the applicable FRA operation manuals/guides.

(6) Quality Control

**This shall apply to all systems, unless otherwise stated.**

Quality control is the contractor maintained self-policing system and process of periodic review, and sometimes-continuous review, of collected data to ensure the accuracy and quality of data entry services.

The contractor shall be responsible for establishing and maintaining a quality control program to ensure that only acceptable levels of reportable data quality are maintained, the system/subsystems are fully operational at all times, target objectives are met, and all other requirements of this contract are provided, as specified. To this end, all program elements and information shall be made available to the Government during the term of this contract. The program shall include, but not be limited to the following:

- (a) Inspection System. At minimum, this shall consist of manual audit inspections (in the form of batch total (sight) verifications) of source documents to ensure that data posted to the file--
  - i. conform to the applicable system/subsystem field length, coding conventions, and minimum required data standards in the Manual Processing Guide;
  - ii. reflect the data contained on the forms as received or subsequently corrected and coded by the contractor; and
  - iii. are logical and consistent within the record, e.g., inspection report.
- (b) Deficiency Prevention. This shall include a comprehensive contractor established system of performance examinations and tests for identifying and correcting deficiencies in the quality of services (or supplies readied) and their causes, before the level of performance would otherwise be deemed unacceptable. Within this system--
  - i. the data entry/edit and validation programs shall provide a statistical summary of detected errors;
  - ii. the records of detected errors shall be accumulated throughout the monthly production cycle; and
  - iii. the detected errors shall be reported by frequency, type, and source in the monthly report.
- (c) A file of all inspections conducted by the contractor and the corrective action taken.
- (d) During the life cycle of the FRA Form 6180.105 (August 2000 to January 2001), the equipment and track and structure costs of each reportable accident shall be keyed and

verified to the stated applicable costs on the FRA Form 6180.54; a monthly "accountable" summary FRA Form# F 6180.105 shall be keyed and verified.

(7) Master File Maintenance

The master file is the file to which updates and corrections are made and stored on disk or equivalent media at the contractor's site. The files used by the FRA are copies of the master file. Master files are system driven, in that they may be monthly, calendar year-to-date, and/or annual. Part of master file maintenance shall include maintaining deleted records for a particular railroad when a new calendar year-to-date file from that same railroad is submitted.

The contractor shall maintain records of written and telephonic communications between the contractor's staff and the Office of Safety, and/or the contractor's staff and State, railroad, and FRA representatives when contact is made to obtain missing information, verify data and/or resolve data discrepancies.

The contractor shall ensure that adequate security measures and other steps are continually implemented to endure the permanence of the data bases in case of system failure. These procedures shall be documented and logs kept for each update.

Less than half of the reports received will require keying. Most of the data received by the contractor will be either transmitted electronically (e-mail or Internet) or by magnetic media (diskette or CD-ROM). The actual number of records received electronically or by magnetic media to be processed is immaterial to the level of effort, other than the processing speed of the computer.

The contractor shall maintain on-site monthly, calendar year-to-date, and/or annual master files for each of the RSIS systems as noted below.

(a) RAIRS: Calendar year-to-date cumulative master files shall be maintained on-site, from which year-to-date masters will be delivered to the FRA Washington File Server for loading into the FRA database. In addition, a copy of the annual master files for each of the RAIRS databases will be maintained at the FRA Washington File Server by FRA. In addition to the master file maintenance, a special database, by year, shall be maintained by the contractor to record and retain the Rail-Highway Grade Crossing Accident/Incident Reports (GXIR's) that are reported or modified past the end of the normal calendar year closing. The annual database shall remain open for five years, and the contractor shall perform all of the regular edits to the new and modified data reported. **The existence of this database will not be published or released.** Every month the year-to-date RAIRS databases will be uploaded to the FRA Washington File Server by the contractor using FRA-supplied computer programs. The contractor shall do batch controls and other techniques to ensure that all records are correctly loaded.

On or about May 15th of the year, the contractor shall perform a "preliminary" closeout of the previous year's accident/incident data. This preliminary file will be used as the basis for generating the accident file for FRA applications that include the PC Accident Prediction System (PCAPS) and its Internet based

counterpart, WBAPS. A 'final' closeout of the report year on all data will be received by December 1st of the year following. The contractor shall deliver the final master files on or before January 15th of the succeeding year. The 'final' copy of the Annual Report will be posted on the Publications page of the SafetyData web site. Copies of late reports and corrections received after the final closeout of the report year shall be forwarded, by the contractor, to the COTR for evaluation. If the COTR determines that the late or amended report has a significant effect on the previously closed out master files, the COTR will direct the contractor to reopen the files for updating of the affected report(s).

(b) RIRS: Annual master files will be maintained. Remedial action shall be applied by the inspector to the inspection record, unless the inspector does not use the RISPC system, in which case the contractor will apply the redial action to the inspection record. The annual master file stored at the contractor's site. Every business day the year-to-date inspection databases will be uploaded to the FRA Washington File Server by the contractor using FRA supplied computer programs. The contractor shall do batch controls and other techniques to ensure that all records are correctly loaded. An additional annual master file database will be created for the Inspector Activity Report (IAR) database. Processing of the IAR, and RIP databases will also be measured for timeliness with the RIRS upload. Every two weeks FRA Staff will provide the contractor with Leave Data that will be inserted into the IAR file. The IAR leave data must be available the next business day.

(c) GCIS: Monthly GCIS transaction files shall be created and maintained on-site at the contractor's facility. Each quarter's transaction file shall be applied to the GCIS database at the FRA Washington File Server by the contractor using FRA-supplied computer programs. This quarterly file is to reside on the FRA Washington file server, and will not be accessible to the public. All corrections of GCIS transactions shall be made by the contractor.

(d) PCAPS: After the May 15 close out of the accident/incident data bases, the contractor will run the PCAPS system. The run will be based on the new calculated constants derived from the Grade Crossing Accident Prediction Model. The contractor shall deliver 500 CD-ROMs with the PCAPS data and the corridor analysis module.

After each upload of the databases to the FRA File Server, the contractor shall be responsible for executing software on each data base, as appropriate, to corroborate and ensure that all the data has been properly uploaded. This includes record counts and summary numbers from each database. The databases cannot be considered completed until the upload and verification are complete.

(8) Ancillary File Maintenance

Several ancillary files are required for routine data validation; these include: a series of files with codes and narratives (e.g., cause code and description) Report Identification Indices File, and other FIPS files. The Contractor shall provide updates to the FIPS codes for county and city codes. The contractor shall update the timetable codes

from the Association of American Railroads' Standard Point Locator Information Codes (SPLIC) file.

The contractor shall perform file maintenance, when updates become available, on all ancillary RSIS files noted above and in the operations manuals. All reference file updates received from FRA will be applied to the necessary databases and manuals.

(9) GCIS Data Processing

When completed, FRA will be provided with three sequential files (Public, Private, Historical) to run reports and queries against. The contractor is responsible for updating these files on a monthly basis.

(10) Data Conversion

This shall apply to all systems unless otherwise stated.

**The contractor shall keep the master files in a format that is either not proprietary or on a software system that is owned by FRA.** All data and ancillary files must be stored and/or retrieved on a system owned by FRA or available to FRA at no charge. Under no circumstances shall the data or ancillary files be stored or retrieved on a system that is not owned by FRA nor on a system that FRA is required to pay a fee or other charge in order to access.

The files shall be converted to a format acceptable to FRA for routine processing at the FRA Washington File Server. On occasion, the contractor shall be required to provide data on 3-1/2 inch high density diskette, ZIP disk, or CD-ROM. The format shall be acceptable for an IBM PC or clone. The disk format shall be acceptable to a Windows environment.

(11) Storage of Input Media

- (a) RAIRS: Source data for RAIRS shall be stored in its original format for two years after the close of the year, e.g., 2001 source documents will be maintained until the end of processing 2004 information. Corrections and late reports received from the railroads shall be attached to the original reports.
- (b) RIRS (Forms 6180-96 and 6180-96a): Source data for RIRS shall be stored in its original format for a minimum of six months and a maximum of eight months for validation of subsequent reports. Violation reports received from railroads that have additional comments will be held for one year. The above is not applicable for electronic submission of RIRS reports.

(c) GCIS: Three GCIS files (public, private and historical), will be maintained by the contractor for six months.

i. Source Documents

A file of all source reports from which data have been processed should be filed in collated sequence by state (major),

railroad (intermediate) and grade crossing number (minor). This shall be stored for 18 months.

ii. Printouts

All computer printouts generated in the course of editing, formatting, preparing for updating or updating the GCIS file shall be retained in the sequence in which produced. These listings shall be retained whether the attempted computer process was or was not successful. The oldest 3 months' material may be destroyed provided that a total of the most recent 18 months' material is on hand.

iii. Correspondence and Log Books

Incoming and outgoing correspondence files and accompanying suspense, data control, and quality control logs shall be retained in annual files.

Within 30 days after completion of this contract, correspondence files and accompany material shall be retained in the event of a follow-on contract, or if succeeded, forwarded to the incoming contractor. These files shall be separated by incoming versus outgoing and in sequence by date.

b. Standards (for C.3.2)--

The contractor is expected to conduct all validation and processing operations from intake of source data through storage of validated data -in a quality fashion and timely manner- in accordance with the performance requirements common to each RSIS sub-system or those that are sub-system-specific as outlined under C.3.2.a., or described elsewhere in the contract.

Although a hierarchical FRA-preference on the availability of data exist within the framework of subsystem data bases i.e., RAIRS over RIRS over GCIS; the value of the RSIS system is in the full and continuous operability and cohesion of each of its subsystems, to the effect that if one subsystem is inoperative, corrupt, compromised or promoted at the expense or detriment of the other(s), all are essentially in a state of functional disrepair and the creditability and usefulness of the system as a whole, is undermined.

(1) Railroad Accident/Incident Reporting System (RAIRS)

Data for RAIRS are generally reported on six FRA forms. The first of these, the Batch Control Form - Form# F 6180-99, is only used for electronic submissions. The next, the Railroad Injury and Illness Summary - Form# F 6180-55, is required to be submitted by railroads each month, regardless of whether a reportable situation does or does not occur. The next three of these forms-- the Railroad Injury and

Illness Summary Continuation - Form# F 6180-55a, the Railroad Equipment Accident/Incident Report -Form# F 6180-54, and the Rail-Highway Grade Crossing Accident/Incident Report - Form# F 6180-57, are required to be submitted by railroads each month, if and only if the reportable situations they each pertain to do in fact occur. The final form, the Annual Railroad report of Manhours by State - Form# F 6180-56, is required to be submitted by railroads annually. The F 6180.56 is keyed once a year, for each reporting railroad. The cost for keying or editing this report is included in the base cost for RAIRS services. At the end of every calendar year quarter (March, June, September and December) a validation and exception report is produced to show mismatched data (i.e., one report shows gates and the other just shows lights at the warning device) between the Rail-highway Crossing Accident Report and the current Grade Crossing Inventory Report. **This information shall be sent to each railroad by the contractor.**

The value of the RAIRS sub-system database is a complete year-to-date master file for all of its databases. **In terms of quality, 100 % accuracy in receipts controls (it is of no consequence to the FRA of how the data is received - AIRG, foreign, or hard copy), and verification for complete transmission to both the FRA Washington file servers (includes e-mail to COTR of records done) is the required and expected standard for each reporting cycle.**

In a **typical month** the following number of forms are received **for keying**:

FRA Form F 6180.55	Approximately 520
FRA Form F 6180.55a	Approximately 400
FRA Form F 6180.54	Approximately 265
FRA Form F 6180.57	Approximately 200
FRA Form F 6180.56	Approximately 950 received only in February

**In addition**, the following number of forms are received **electronically** in a typical month (and do not require keying):

FRA Form F 6180.55	Approximately 120
FRA Form F 6180.55a	Approximately 600
FRA Form F 6180.54	Approximately 200
FRA Form F 6180.57	Approximately 300

In terms of timeliness, the following schedule of events is required and expected:

30 days or less after the close of the month in which an accident/incident occurred, railroads are expected to submit their monthly accident/incident reports to the FRA, through the contractor.

40 days or less after the close of the month in which an accident/incident occurred, all reports should be at the contractor's site. The contractor is expected to notify the railroad(s) if the report(s) has not been received by the close of business on the 40th day.

55 days or less after the close of the month in which an accident/incident occurred, the contractor is expected to have completed the single railroad validation process, resolved any joint reporting anomalies, and completed the validation processing for joint reporting.

70 days or less after the close of the month in which an accident/incident occurred, the contractor is expected to have received, processed, verified and transmitted "late or missing" reports; for which the railroads should have been previously notified as being outstanding.

***(Note: The contractor should know if a report is missing based upon the data received. For each casualty on the FRA Form 6180.54 or 6180.57 there must be a casualty report on the FRA Form 6180.55a. If a rail equipment accident/incident report was the result of a Highway-rail crossing accident then both forms must be completed. If another railroad was cited on the rail equipment accident/incident report then there must be a report from that railroad. If a railroad did not submit the FRA Form 6180.55, the contractor must determine why. The contractor will not be held responsible for missing data from railroads, provided proper procedures in the Manual Processing Guide were followed and appropriate documentation of events is in place.)***

75 days or less after the close of the month in which an accident/incident occurred, all RAIRS data bases for data reporting are expected to be delivered (in the form of transmission of a copy of the master file to the FRA Washington files server sites) and available for query. Completion of performance task requirements on or before this day --that are successful in terms of quality in all material respects-- is considered as having successfully met the standard for timeliness. Timely performance may qualify the contractor to receive a positive (gaining/bonus) fee incentive for each day that the entire year-to-date RAIRS data bases are available to FRA --in complete verified format, at both sites-- before the standard, up to a maximum of 15 days i.e., available 60 to 74 days after the close of the month in which an accident/incident occurred.

76 to 80 days after the close of the month in which an accident/incident occurred, all RAIRS databases for data reporting not yet furnished, are expected to be delivered and available for query. Completion of performance task requirements during this grace period --that are successful in terms of quality in all

material respects-- is considered to be an acceptable margin of deviation from the standard and as such, is considered as having marginally met the standard for timeliness.

81 or more days after the close of the month in which an accident/incident occurred, all RAIRS databases for data reporting not yet furnished, are expected to be delivered and available for query as soon as possible. Completion of performance task requirements from this day onward --that are successful in terms of quality in all material respects-- is considered not to have met the standard for timeliness and as such, is considered substandard performance, unless the failure to perform the contract is beyond the control and without the fault or negligence of the contractor as authorized under FAR clause Excusable Delays 52.249-14 (April 1984). Excusable delay provisions deal with the types of events that protect the contractor from sanctions for late performance. To the extent the contractor has been excusably delayed, it is protected from default termination, liquidated damages, actual damages, or excess cost of reprocurement or completion. The fact that a delay arises from one of the causes specifically referred to in the Excusable Delays clause is, by itself, insufficient to justify granting of an excusable delay. The general requirements that apply to all excusable delays is that the event that caused the delay is beyond the control of the contractor, and is without the fault or negligence of the contractor. Untimely performance is subject to the application of negative (losing/forfeiture) fee incentives for each day that the entire year-to-date RAIRS data bases is not available to FRA --in complete verified format, at both sites-- after the standard, up to a maximum of 18 days i.e., not available 81 to 98 days after the close of the month in which an accident/incident occurred. Untimely performance from the 99th day and beyond is considered unsatisfactory; and/or unsatisfactory performance in terms of quality (regardless of the timeliness or untimeliness of delivery), may constitute a basis for additional remedial action by the Contracting Officer under the terms of the contract including the exercise of the FAR clause Termination (Cost-Reimbursement) 52.249-6 (September 1996). (See Sections E or H,

or related QAP incentive attachments.)

*Submission to FRA earlier than the date(s) listed may qualify for a positive (gaining/bonus) fee incentive for up to a maximum of fifteen days in advance of the excepted standard. Submissions that are furnished after the date(s) listed are subject to the application of a negative (forfeiture/losing) fee incentive for up to a maximum of eighteen days beyond the excepted standard; thereafter, late submissions may be subject to additional remedial action as allowed for under the terms of the contract.)*

(2) Railroad Inspection Reporting System (RIRS)

Inspection data for RIRS are reported on FRA inspection forms that are forwarded daily to the contractor by FRA inspectors or participating State inspectors. The contractor is responsible for routinely forwarding the completed data --in accordance with the performance standards-- for uploading onto the FRA's databases/data storage banks maintained by FRA on the FRA Washington file servers.

The FRA forms used in reporting RIRS results are-

FRA Inspection Report - Form# F 6180-96; and

FRA Inspection Report (Continuation) - Form# F 6180-96a

The contractor will notify inspectors via e-mail on any defects in the inspection report submitted on the paper version of Form FRA 6180.96 within two weeks from the date of receipt. The contractor shall notify inspectors via e-mail within two days on any defects in inspection reports created via the RISPC software that would not appear as a defect in the RISPC table of reports. The errors will also be posted on the Secure Site of the Internet. The contractor shall prepare a monthly summary report of inspector defects. The F 6180.96 will have the IAR data on the bottom of the form. The IAR data file is a part of the RIRS system, and the same standards for processing and delivery apply.

The inspection data received via the Internet will be compiled and posted on the SafetyData site every business day. Each production cycle of one month applies to processing and uploading all (RISPC and paper forms) received during the month. This is the standard is for maintaining the file. Each business day, the contractor will upload to the FRA Washington Server all data received and processed year-to-date. This daily upload function is the interim until the monthly file is uploaded. At a minimum, each upload shall include all RISPC submissions from inspectors.

The value of the RIRS sub-system data base is a complete year-to-date master file for all of its data bases. In terms of quality, 100 % accuracy in receipts controls (it is of no consequence to the FRA of how the data is received - RISPC or hard copy), and verification for complete transmission to the FRA Washington file servers (includes E-mail to COTR of records done in second batch) is the required and expected standard for each reporting cycle.

In a typical month the following number of paper forms are received:

FRA Form F 6180.96 Header	Approximately 100
FRA Form F 6180.56 Lines	Approximately 530

In terms of timeliness, the following schedule of events is required and expected:

***(Note: This following time schedule of events is required and expected: 95% of the time all the RISPC inspection data received during that business day will be complied events/standards applies to RIRS data reporting initiated for each month of the entire year.)***

15 days after receipt of the paper inspector reports, the contractor is expected to notify the inspector(s), e.g., via e-mail, telephone, voice mail, etc., if hard copy errors are present in the source document. All errors must be posted to the "Inspection Report Errors Generator" page on the SecureSite. ***Note: There can be missing reports (this can be detected by the report sequence, e.g., report number 100 is the report number, but report numbers 90 and 94 are not in the system) or these reports can have source coding errors that in effect, still allow the contractor to precede with performance (with or without the report) provided the contractor properly notes the defect or defective report(s) in a suspense file(s) for follow-on action. The contractor will not be held accountable for these errors if notification and documentation is completed by the applicable date in accordance with the Manual Processing Guide.)***

20 days or less after the close of the month in which reports were received, all RIRS data bases for data reporting are expected to be delivered (in the form of transmission of a copy of the master file to both the FRA Washington files server sites) and available for query. Completion of performance task requirements on or before this day --that are successful in terms of quality in all material respects-- is considered as having successfully met the standard for timeliness. Timely performance may qualify the contractor to receive a positive (gaining/bonus) fee incentive for each day that the entire year-to-date RIRS data bases are available to FRA --in complete verified format, at both sites-- before the standard, up to a maximum of 9 days i.e., available 11 to 19 days after the close of the month in which reports were received.

21 to 25 days after the close of the month which reports were received, all RIRS data bases for data reporting not yet furnished, are expected to be delivered and available on the SafetyData web site for the following business day. Completion of performance task requirements during this grace period --that are successful in terms of quality in

all material respects-- is considered to be an acceptable margin of deviation from the standard and as such, is considered as having marginally met the standard for timeliness.

26 or more days after the close of the month in which reports were received, all RIRS data bases for data reporting not yet furnished, are expected to be delivered and available for query as soon as possible. Completion of performance task requirements from this day onward --that are successful in terms of quality in all material respects-- is considered not to have met the standard for timeliness and as such, is considered substandard performance, unless the failure to perform the contract is beyond the control and without the fault or negligence of the contractor as authorized under FAR clause Excusable Delays 52.249-14 (April 1984). Excusable delay provisions deal with the types of events that protect the contractor from sanctions for late performance. To the extent the contractor has been excusably delayed, it is protected from default termination, liquidated damages, actual damages, or excess cost of reprocurement or completion. The fact that a delay arises from one of the causes specifically referred to in the Excusable Delays clause is, by itself, insufficient to justify granting of an excusable delay. The general requirements that apply to all excusable delays is that the event that caused the delay is beyond the control of the contractor, and is without the fault or negligence of the contractor. Untimely performance is subject to the application of negative (losing/forfeiture) fee incentives for each day that the entire year-to-date RIRS data bases is not available to FRA --in complete verified format, at both sites-- after the standard, up to a maximum of 12 days i.e., not available 26 to 37 days after the close of the month in which an accident/incident occurred.

Untimely performance from the 38th day and beyond is considered unsatisfactory; and/or unsatisfactory performance in terms of quality (regardless of the timeliness or untimeliness of delivery), may constitute a basis for additional remedial action by the Contracting Officer under the terms of the contract including the exercise of the FAR clause Termination (Cost-Reimbursement) 52.249-6 (September 1996). (See Sections E or H, or related QAP incentive attachments.)

(3) Grade Crossing Inventory System (GCIS)

Except for data collected by the contractor in subpart (d) below, GCIS data is collected by FRA personnel using one of four methods/media:

- (a) United States Department of Transportation, DOT Crossing Inventory Form, Form# F 6180.71;
  - (b) 9-track magnetic tapes in an EBCDIC, 1600 bytes per inch (BPI), FRA-prescribed format;
- ©3 ½ diskette or CD-ROM in PC Windows format;
- (c) "Fill-in-the-blanks" and other forms of computer printout provided to the data originator by FRA; and
  - (d) PC-based data entry program, called GX32 which allows for the collection of updates to GCIS on diskettes. The contractor shall provide the GX32 program software to end users at no cost.

Data are submitted directly to the contractor on an ongoing basis throughout the year.

The value of the GCIS sub-system database is a complete inventory. In terms of quality, 100 % accuracy in receipts controls (it is of no consequence to the FRA of how the data is received - hard copy, tape or GX32), and verification for complete transmission to the FRA Washington file servers (includes e-mail to COTR of records done in second batch) is the required and expected standard for each reporting cycle. The entire file will be available by either downloading for the FRA SafetyData Internet site or as a routine request available on a ZIP disk. The list of railroads will also be available on the Internet site or on a ZIP disk.

In a typical month the following number of forms are received:

FRA Form F 6180.71 New records -- Approximately 40  
Fill in the blanks -- Approximately 425

In terms of timeliness, the following schedule of events is required and expected:

20 days after receipt of inventory reports, the contractor is expected to notify the submitting party of all errors present in the source documents e.g., via e-mail, telephone, voice mail, etc., if hard copy errors are present in the source document. (Note: These reports can have source coding errors that, in effect, still allow the contractor to precede with performance (with or without the immediate correction of report) provided the contractor properly notes the defect or defective report(s) in a suspense file(s) for follow-on action. The contractor will not be held accountable for these errors if notification and documentation is completed by the applicable date in

accordance with the operating manual.)

30 days or less after the end of the quarter in which reports were received --with all the updates received in that quarter applied to the generation of a new GCIS data base, the new GCIS data bases for data reporting are expected to be delivered (in the form of transmission of a copy of the master file to the FRA Washington file server sites) and available for query. Completion of performance task requirements on or before this day --that are successful in terms of quality in all material respects--is considered as having successfully met the standard for timeliness. Timely performance may qualify the contractor to receive a positive (gaining/bonus) fee incentive for each day that the entire year-to-date GCIS data bases are available to FRA --in complete verified format, at both sites-- before the standard, up to a maximum of 3 days i.e., available 27 to 29 days after the end of the quarter in which reports were received.

31 to 35 days after the end of the quarter in which reports were received, all GCIS databases for data reporting not yet furnished, are expected to be delivered and available for query. Completion of performance task requirements during this grace period--that are successful in terms of quality in all material respects--is considered to be an acceptable margin of deviation from the standard and as such, is considered as having marginally met the standard for timeliness.

36 or more days after the after the end of the quarter in which reports were received, all GCIS data bases for data reporting not yet furnished, are expected to be delivered and available for query as soon as possible. Completion of performance task requirements from this day onward --that are successful in terms of quality in all material respects--is considered not to have met the standard for timeliness and as such, is considered substandard performance, unless the failure to perform the contract is beyond the control and without the fault or negligence of the contractor as authorized under FAR clause Excusable Delays 52.249-14 (April 1984). Excusable delay provisions deal with the types of events that protect the contractor from sanctions for late performance. To the extent the contractor has been excusably delayed, it is protected from default termination, liquidated damages, actual damages, or excess cost of reprocurement or completion. The fact that a delay arises from one of the causes specifically referred to in the Excusable Delays clause is, by itself, insufficient to justify granting of an excusable delay. The general requirements that apply to all excusable delays is that the event that caused the

delay is beyond the control of the contractor, and is without the fault or negligence of the contractor. Untimely performance is subject to the application of negative (losing/forfeiture) fee incentives for each day that the complete inventory GCIS data bases is not available to FRA --in complete verified format, at both sites-- after the standard, up to a maximum of 6 days i.e., not available 36 to 41 days after the close of the month in which an accident/incident occurred. Untimely performance from the 42nd day and beyond is considered unsatisfactory; and/or unsatisfactory performance in terms of quality (regardless of the timeliness or untimeliness of delivery), may constitute a basis for additional remedial action by the Contracting Officer under the terms of the contract including the exercise of the FAR clause Termination (Cost-Reimbursement) 52.249-6 (September 1996). (See Sections E or H, or related QAP incentive attachments.)

After each quarter is posted on the SafetyData web page the quarterly combination of Highway-Rail Crossing Collision files will be combined with the Grade Crossing Inventory System to provide the new WBAPS file. The new WBAPS file will replace the existing files on the "Crossing" page of the secure site.

C.3.3 DATA MANAGEMENT OF ROUTINE AND SPECIAL CLIENT AND WEB BASED SOFTWARE, MAINTENANCE AND ENHANCEMENT OF THE FRA SAFETY DATA WEB SITE AND THE FRA SAFETY SECURE WEB SITE AND

*(CLINs 1003, 2003, 3003, 4003, and 5003)*

C.3.3.1 DATA MANAGEMENT OPERATIONS TASKS FOR PITS, RIP, FALSE PROCEED AND ACTIVATION FAILURE, VIOLATION GENERATION AND TRACKING SYSTEM, SPECIAL NOTICE FOR REPAIRS, AND OTHER RELATED INSPECTION COLLECTION

a. Requirements *(for C.3.3.1)*--

(1) General

Primary tasks involved in Data Management Operations are outlined in the foregoing subparts; and unless specified otherwise, shall pertain to each RSIS subsystem: PITS, RIP, False Proceed and Activation Failure, Violation Generation and Tracking System, Special Notice for Repairs - -to the maximum extent practicable for each specific data base application.

In Data Management Operations, the contractor shall be responsible for managing and implementing all operational processes designed to produce statistically valid data within a given time frame.

In addition to the operational handbooks, the contractor will be provided expendable technical handbooks for maintaining the computer

programs. Each of the technical handbooks, entitled the Programmer's Guide (for PITS and RIP), contains system-specific procedural, operational, and/or maintenance guidance.

For more specific information on Data Management Operations procedures or requirements, the awarded contractor shall refer to the appropriate portions of the Government furnished operational handbooks.

Unless the contract or the Contracting Officer specifies otherwise, the contractor shall be responsible for maintaining, revising and updating all operational and technical handbooks and guides.

(2) Receipts Control

This will apply to both systems unless otherwise stated.

*The only valid method for receiving these databases will be from the client software that is maintained by the contractor.*

Receipts control is the contractor established logging system designed to ensure all source data received is properly identified, processed, and tracked throughout its shelf life.

Receipts control will be accomplished in such a manner as to ensure that the receipt is accounted for as it progresses through each step of processing. A suspense action shall be maintained until the contractor receives clarification in a corrected and updated record, or is notified by the originator that the faulty or inaccurate record will not be resubmitted. A record of such notification shall be retained by the contractor.

The Receipts Control design shall include at minimum:

- (a) A reporting exceptions that lists non-reporting and late-reporting inspectors.
- (b) A mechanism by which reporting progress by inspector can be identified.

(3) Quality Control

This shall apply to all systems unless otherwise stated.

Quality control is the contractor maintained self-policing system and process of periodic review, and sometimes continuous review, of collected data to ensure the accuracy and quality of the software; the software is measured on 100 percent accuracy.

(4) Master File Maintenance

The master file is the file to which updates and corrections are made and stored on disk at the contractor's site. The files used by the FRA are copies of the master file. Master files are the current information. PITS data will allow for 24 records for each PITS issue, by railroad and inspector. Ever month a backup will be taken and maintained for one calendar year.

The contractor shall maintain records of written and telephonic communications between the contractor's staff and the Office of Safety, and/or the contractor's staff and State, railroad, and FRA

representatives when contact is made to obtain missing information, verify data and/or resolve data discrepancies.

The contractor shall ensure that adequate security measures and other steps are continually implemented to endure the permanence of the data bases in case of system failure. These procedures shall be documented and logs kept for each update.

The contractor shall maintain on-site monthly and off-site the current file and the monthly backups, as required above.

After each upload of the databases to the FRA Washington file server the contractor shall be responsible for executing software at each site on each data base, that is appropriate to corroborate and ensure that all the data has been properly uploaded. This includes record counts and summary numbers from each database. The databases cannot be considered completed until the upload and verification are complete.

PITS Collection data will be processed on a continuous basis using the PITS SecureSite site. The PITS Collection system is an interactive web based system. When a new record is created and saved or an existed record is saved the information will be available immediately, and all PITS query functions will include the new or modified records.

RIP data will be processed on a continuous basis using the RIP SecureSite site. The RIP data system is an interactive web based system. When a new record is created and saved or an existed record is saved the information will be available immediately, and all RIP query functions will include the new or modified records.

False Proceed and Activation Failure (FPAF) data will be processed on a continuous basis using the FPAF SecureSite site. The FPAF data system is an interactive web based system. When a new record is created and saved or an existed record is saved the information will be available immediately, and all FPAF query functions will include the new or modified records. When the FPAF investigation is completed the FPAF data will be automatically moved to the public page on the SafetyData web site.

The Special Notice for Repairs is a subsystem of the RISPC software. The resulting data will be delivered to FRA Washington File Server with the same frequency that the Inspection data is delivered. This data will be appended to the SNFR data that is uploaded by inspectors. The contractor shall post on the SecureSite within one business day the SNFR reports that will be accessible to qualified users to query and display.

Violation Generation and Tracking System (VGTS) is a two-part system. The Violation Generation is part of the RISPC software. When an FRA inspector writes a recommended violation on the FRA Form 6180.96 using the RISPC software, then the inspector can call for the discipline specific violation form. This can be done after the inspection record is closed, either before uploading to the contractor, or after uploading to the contractor. The discipline specific form is not based on the inspector's discipline but on the CFR (Code of Federal Regulation) cited. There are six different violation forms with different edits. The violation generation system will invoke the correct form and autopopulate the form from the Form 6180.96 and from the CFR. The violation generation has full word processing capability, and can import pictures into the narrative sections. The Tracking

System develops a record for each recommended violation. As the recommended violation goes through the review process (regional discipline specialist, Office of Chief Counsel, case selection and case disposition) the record is updated to show the current status. The violation tracking record is available on the SecureSite and accessible to the inspector, specialist, Regional Administrator and selected Safety Assurance and Compliance Manager.

(5) Ancillary File Maintenance

Several ancillary files are required for routine data validation; these are listed in Ancillary File Maintenance in Section 3.2. and any other files necessary to process and decode information needed in all systems.

The contractor shall perform file maintenance, when updates become available, on all ancillary files noted above and in the operations manuals. All reference file updates received from FRA will be applied to the necessary databases and manuals.

(6) Data Conversion

This will apply to all systems unless otherwise stated.

The contractor shall keep the master files in a format that is either not proprietary or on software system that is owned by FRA. All data and ancillary files must be stored and/or retrieved on a system owned by FRA or available to FRA at no charge. Under no circumstances shall the data or ancillary files be stored or retrieved on a system that is not owned by FRA nor on a system that FRA is required to pay a fee or other charge in order to access.

The files shall be converted to a format acceptable to FRA for routine processing at the FRA Washington File Server.

- (1) RIP - Regional Inspection Point System is collected only from the SecureSite. The quality of the data is dependant upon the edits within interactive web based RIP System. The contractor is responsible for receiving RIP updates, replacing RIP files (e.g., discipline, railroad, state, county) and converting the RIP files into SAS files for RIP queries. The entire RIP file is transmitted to the FRA Washington Files Server Weekly. The rating cycle is monthly and adheres to the same schedule as the RIRS.
- (2) PITS - Partnership Issues Tracking System is collected only from the SecureSite. The quality of the data is dependant upon the edits within interactive web based PITS System. The contractor is responsible for receiving PITS updates. Each PITS issue, will allow multiple users to update the record. There will also be hyperlinks to Adobe files. A PITS record may also have supplemental records provided by regional offices. The primary and supplemental records must be linked.
- (3) FPAF - False Proceeds and Activation Failure is collected only from the SecureSite. The quality of the data is dependant upon the edits within interactive web based FPAF System. The contractor is responsible for receiving FPAF updates (new and

modified). Once the FPAF record is completed the contractor will move it to the public area on SafetyData.

- (4) SNFR - The Special Notice for Repairs is a subsystem of the RISPC software. The resulting data will be delivered to FRA Washington File Server with the same frequency that the Inspection data is delivered. This data will be appended to the SNFR data that is uploaded by inspectors. The contractor shall post on the SecureSite within one business day the SNFR reports that will be accessible to qualified users to query and display. The rating cycle is the same as RISPC.
- (5) Violation Generation and Tracking System (VGTS) is a two part system. The Violation Generation is part of the RISPC software. The resulting data will be delivered to FRA Washington File Server with the same frequency that the Inspection data is delivered. When an FRA inspector writes a recommended violation on the FRA Form 6180.96 using the RISPC software, then the inspector can call for the discipline specific violation form. The Track System develops a record for each recommended violation. As the recommended violation goes through the review process (regional discipline specialist, Office of Chief Counsel, case selection and case disposition) the record is updated to show the current status. The violation tracking record is available on the SecureSite and accessible to the inspector, specialist, Regional Administrator and selected Safety Assurance and Compliance Manager.

C.3.3.2 MAINTENANCE AND ENHANCEMENT OF THE FRA SAFETY DATA WEB SITE AND THE FRA SAFETY SECURE WEB SITE

a. Requirement (for C.3.3.2)--

Routine Maintenance/Enhancement of FRA Safety Data and Safety Secure Web Sites.

The contractor shall be responsible for maintaining and enhancing both these sites, as delineated below:

- (1) Infrastructure Maintenance - The contractor shall be responsible for maintaining and physically hosting this site, providing web site security, and providing enhancements. The current FRA contractor operates the project out of a dedicated facility in Alexandria, VA. The office space includes a climate-controlled server room which houses several government-owned enterprise and mid-range servers which house the production and master (web) databases. The Office of Safety public site and the secure site are hosted on a dedicated T-1 line. The contractor shall host and maintain a dedicated email server for the government owned domain (fra-safety.net) that is used for all project related communication.

The contractor is responsible for maintaining all equipment in the room, including servers, routers, switches, power management systems, and other devices. The contractor is also responsible for maintaining the firewalls and for ensuring that virus protection logs are up to date. The current contractor has implemented a multi-homed web site failover system that will

ensure high availability of the FRA web site in the event of an outage. The system is comprised of two sets of mirrored web servers in two different physical locations supported by a pair of load balancers that redirect traffic when an interruption in service occurs.

The contractor shall be responsible for maintaining and enhancing the software on the FRA-owned servers that is current and capable of supporting the applications that are placed on it. The contractor shall be responsible for coordinating any upgrades with the FRA personnel and FRA contractors that manage the FRA Internet Site. All maintenance/enhancements must be channeled through the COTR for preliminary and final approval.

The contractor shall monitor the T-1 line that connects the contractor's facility to the FRA Internet Servers. The contractor's computer that is connected to that T-1 line will not be connected (physically or logically) to any other computer or any other connection, with the exception of a peripheral device that does not share any connections. The primary facility should have a UPS for sustain power for 15 minutes for the servers and an air conditioning system to insure during proper temperature control during non-business days/business hours when buildings will turnoff the air conditioning system.

The contractor shall provide an assessment of Safety's current web hosting environment and identify the potential points of failure (loss of service) in the infrastructure including the current failover system using Zeus Software. The failover system is capable of detecting service failure automatically.

The principal and backup servers must be in two physically separate locations to ensure continuity in consideration of events such as local power grid failure and natural calamities. This includes either a second t-1 line or a DSL at the backup location. There is synchronicity between the principal servers and the backup server for the automatic failover to succeed with a T-1 line connecting the two systems. The contractor shall ensure that replication occurs both at the file and transaction level. The need for human intervention must be kept to an absolute minimum. The main web servers are to be restored to their original 'primary' status once the failure has been corrected and the backup server is ready to relinquish control.

- (2) Public Area (SafetyData) The contractor shall be responsible for maintaining and enhancing the SafetyData Internet Web Site. This site contains:

Quick Statistics, the current year-to-date accident statistics compared to the previous year, same time period. It also contains inspection counts and current Grade Crossing Inventory records.

Statistics and Graphs for the past eight years on accidents, casualties and highway-rail crossing crashes. These pages are or shall be static and generated once a year.

Statistics and graphics for the year-to-date accidents, injures and highway-rail crossing crashes, and the similar

period of time for the previous eight years. These pages are or shall be designed so they can be generated dynamically on request of the user.

FRA Accident/Incident databases available for downloading in multiple formats (Access 97, Access 2000, EXCEL, DBF, DBF zipped in self executing format, ASCII). The database is designed to prompt the requester to provide the time period and format. The file requested is or shall be generated dynamically.

FRA Query page that provides the Internet user with various programs to generate charts and graphs. The SAS programs for this page are currently available. From time to time, new SAS programs may be written by FRA employees and the contractor shall be responsible for installation.

FRA Auxiliary Files and Data Structures. These are static pages provided to the contractor for installation.

Highway-rail crossing page. This page provides the user with the ability to find a crossing either by name or from a map using Transcad/Maptitude software, and to produce a history of accidents and their respective Inventory history. The page also allows the user to find and generate history and inventory information for a range of crossings or a city or county.

Highway-Rail Crossing Mapping page allows the user to choose a state, and then an area to find a crossing at a street location. The map would show all the crossings and those crossing that had collisions, with associated injuries and fatalities. This information would be updated each month using the highway-rail accident data base.

- (3) Private Area (SecureSite) The contractor shall be responsible for maintaining and enhancing the SecureSite Internet Web Site. This site will have a URL that is separate from the public URL. The private URL will have not hyperlinks from any public site.

An account and password will be needed to access the SecureSite area. The contractor shall be responsible for maintaining and distributing accounts and passwords. The user will be allowed to change his/her password. In the event the user loses his/her password, the contractor shall verify the identity of user and the user's access authorization before providing the password.

Users will be assigned a security level depending upon their need to know. The FRA will provide the contractor with the identity and privilege rights for each user. The contractor will maintain the access rights for each user. This rights will be dynamically generated when the user provides the account and correct password.

Railroad Download of Inspection Data - A special page on the Safety web site where railroad representatives can logon (with a designated username and password). Each railroad will be provided a URL for their company. Only

qualified users will be able to login to the site and that users who bookmark the page will be still be required to login. The page has a query interface from which the railroad can select, as a minimum, the inspection YEAR, MONTH range, whether or not a VIOLATION was issued and the OUTPUT format of the download file. Other query attributes such as STATE and DISCIPLINE (based on Activity Code and CFR) are selectable. The railroad can only download their own inspection reports. Large parent railroads (e.g. NS) can download their subsidiary railroads' reports. The system supports the download of the data in the following formats: dBASE III (.DBF), Access 97/2000 (.MDB) and comma separated ASCII text (.TXT) with the compression options (.ZIP, .EXE or uncompressed).

The download page is a special section of the SecureSite for the railroad community. Access to these pages is separate from the SecureSite available to the FRA. There must be separate "log in" page for the railroad download page and the regular FRA SecureSite page. The inspection data for each railroad must be secure for that railroad. The access for a railroad's data is controlled by the "log in" identification number and password.

The SecureSite area will contain:

All inspection data with the ability to query railroad, state, and defect code. This page will not have the inspector's name or identification number.

Violation Tracking (part of the VGTS) on each proposed violation. The status of each violation recommended will be tracked on the SecureSite and the ability to query the status of each proposed violation will be accessible to the inspector, the inspector's specialist, Deputy Regional Administrator and Regional Administrator. Further, that information will be available to the applicable Safety Assurance and Compliance Manager.

Inspector history is to include the following queries accessible to the inspector, the inspector's specialist, Deputy Regional Administrator and Regional Administrator:

- (a) Summary of Inspections by Accompanying Inspector
- (b) Inspector RISPC Upload History
- (c) Form 96 Generator
- (d) Inspector Report Errors Generator
- (e) Violations Query
- (f) Inspector Activity Reports
- (g) Defect Summary by Inspector
- (h) Violations Tracking

The Discussion Board System is a Bulletin Board System that

is available to inspectors of the same inspection discipline to share information.

Internal FRA Documents are available for downloading information to Office of Safety with access to the secure site.

IAR Summary data, and statistics. This page will not have the inspector's name or identification number.

PITS Intranet SecureSite site, with the ability to query/find the status of current SACP activities. Only designated individuals will be allowed to modify these pages.

Inspection data and IAR data that contain the inspector's name and identification number. This is restricted to the inspector, his/her specialist, the regional administrator or deputy, district chief or designated individuals in the FRA headquarters. This information is subject to the 1974 Privacy Act.

RIP data and queries to access RIP data and Inspection data.

The contractor is responsible for maintaining the RIP, FPAF, PITS programs as an online data entry and retrieval system on the Internet.

- (4) Special Maintenance tasks - The contractor shall be responsible for maintaining special databases, producing reports and monitoring scheduled processes on the securesite. These will include:

Inspection File Sweeps and E-Mail Notification - Every business day, usually after business hours, the contractor will perform a sweep of the inspection database files. This sweep will find all new or changed records where a violation has been recommended and produce e-mail notification to FRA inspectors, specialists, Deputy Regional Administrator, Regional Administrators, Safety Assurance and Compliance Managers, and Railroad Officials. The type of inspection, violation recommendation, location (state, county, division) and railroad will determine which Officials receive an e-mail that will synopsize the results of the inspection. Railroads will have the ability to change officials and selection criteria on a special Internet page for each railroad.

The contractor shall be responsible for adding new users or modifying existing users' access rights on the securesite as directed by requests forwarded by Office of Safety staff. The contractor shall provide a DBF dump of the file (login.dbf) and copy it to a designated location on the Washington File Server.

The contractor shall monitor usage of the securesite by FRA inspection staff and provide ad hoc reports on the frequency of use by FRA personnel.

The contractor shall monitor all scheduled processes such as the email notifications; the automated updating of the Inspections, Violations and other systems to ensure proper completion of each process.

C.3.3.3 MAINTENANCE AND ENHANCEMENT (ROUTINE) FOR  
RISPC, PITS, Form 39, RIP, GX32, PCAPS, AND AIRG

a. Requirements (for C.3.3.3)--

Routine Maintenance/Enhancement to Windows Based Programs: RISPC, PITS, Form 39, GX32, PCAPS, and AIRG

The contractor shall be responsible for maintaining and enhancing Windows-based software to allow inspectors to enter inspection reports (F 6180.96 and F 6180.96a) directly into a computer with full editing capabilities. The software is called the Railroad Inspection System for the Personal Computer (RISPC) with the Violation Generator (part of the Violation Generator and Tracking System), the SNFR record generator and the IAR.

Inspectors can use a Palm Pilot or another PDA with special software to collect some inspection data prior to using the RISPC software develop a collection system for inspection data. The information collected on the Palm Pilot (or other PDA), along with the latitude and longitude (spatial data) will be automatically uploaded through the RISPC software program. The data to be uploaded will be in a predefined .MDB format. The contractor is not responsible for the programming of the PDA. The data is "hot sync"ed to temporary Header and Line MDB file. The inspector will complete the inspection report using the RISPC software. All edits will be enforced regardless of source.

The contractor shall be responsible for maintaining and enhancing Windows-based software to allow railroads to enter the reports submitted monthly to FRA (F 6180.54, F 6180.55, F 6180.55a, F 6180.57, and batch control F 6180.99) and the two forms required to be maintained by the railroad for accountable accidents and injuries (F 6180.97, F 6180.98, F 6180.107), directly into a computer with full editing capabilities. The software is called the Accident Incident Report Generator (AIRG).

The contractor shall be responsible for maintaining and enhancing Windows-based software to allow inspectors to enter Highway rail crossing site observation reports directly into a computer with full editing capabilities. The software is called the GX32.

The contractor shall be responsible for maintaining and enhancing Windows-based software to allow inspectors to enter Accident Investigation reports directly into a computer with full editing capabilities. The software is called the Form 39.

The contractor shall be responsible for maintaining and enhancing Windows-based software to allow interested users in retrieving risk analysis information about highway-rail crossings in a jurisdiction (state, county, or city). The software is called the Personal Computer

Accident Prediction System (PCAPS).

Typical maintenance/enhancement requirements for RISPC, Form 39, GX32, PCAPS, and AIRG shall include--

- (a) Providing software fixes to the software when errors are discovered.
- (b) Adding, replacing and deleting codes to auxiliary tables. Adding new edits when new or revised regulations become effective
- (c) Keeping software and documentation up to date. New releases of software will be distributed by CD-ROM. The contractor shall be responsible for making the copies of the software on CD-ROM and distributing the CDs.
- (d) Allowing for transmission via the Internet (except for Form 39 and PCAPS).

C.3.3.4 SPECIAL PROJECT ENHANCEMENTS (NON-ROUTINE)  
RISPC, PITS, Form 39, RIP, GX32, PCAPS, AND AIRG

Within scope requirements for non-routine system upgrades, improvements or related special projects, may be defined and solicited on an individual, as-needed basis. Consideration for the conduct of services is to be determined through negotiations.

a. Standards (for C.3.3)--

Documentation: The contractor shall be responsible for providing comprehensive FIPS PUB 106 documentation at the contractor's site for review by the COTR. The contractor shall provide the updates to, and maintain FRA-supplied operating procedures manuals/guides (See **Attachment 1**) that describe (and assign responsibility for) all procedures necessary to accomplish receipt, control, scheduling, processing, computer posting, and retention of data. All personnel involved in the accomplishment of the task services under this contract shall be familiar with these manuals.

All changes to processing methodology, operations & procedures, edit tests, and reports will be duly documented and approved by the Contracting Officer and the COTR. Upon completion of the contract, all original and Contracting Officer-approved revised documentation shall be returned to the FRA.

**Note to Contractor**

The following Special Project Enhancement (1007A) is provided solely as a sample. It is indicative of the type of work that may be required and could possibly serve as one of the first Special Enhancement Projects to be solicited under the awarded contract. For the present, no cost estimate or pricing for this particular CLIN/Sub-CLINS is being sought or required. The contractor shall not incur cost or initiate performance until such time that it is solicited and directed to perform.

b. **Special Project Enhancements (non-routine) Sample Tasking--**

Special Enhancement

Enhancement of the Violation Generation System to allow new violation forms to be completed from the RISPC system shall be accomplished.

Background

The Violation Generation and Tracking System (VGTS) was developed to allow auto-generation of the violation report from the Railroad Inspection System for the Personal Computer (RISPC) software of the FRA Inspection Report (Form FRA F 6180.96). The system tracks the violation from initial recommendation through final disposition and claims settlement and collection.

The VGTS is actually two systems. The Violation Generation consists of forms generation, pulling information from other files, allowing for full word processing, and allowing for editing of the violation report. When the violation report is completed another report is generated called the Transmittal From Region (TFR). This report is also auto-generated from the violation report. The information (database) is then posted to the internet for access by the Office of Chief Counsel's system for Enforcement Case processing.

After the initial development of the Violation Generation system with six violation forms and the implementation of the system, FRA specialists determined that two additional violation forms were needed.

Objective

The violation forms need to be completed from the FRA Inspection form using the RISPC software. Each form must follow the edit matrix for completion for legal handling.

Tasks

Create a violation form on demand from the RISPC inspection form.

- The violation form to be completed is dependant on the CFR (Code of Federal Regulation) part number.
- The violation report on the Railroad Worker Protection (49 CFR 214) will need to be created based on the edit matrix.
- The signal violation report is currently combined with the track violation report. The FRA signal specialists recommend a separate form for the various types of signal inspections. Although there are three different CFR parts involving signal inspection and deficiencies, one form will be used; however, each CFR part will have a different edit matrix.
- Both forms will retrieve text from the RegTrieve™ Software rule text applicable from the part, major rule and subrule.

The rest of the processing will look the same as the other six violation forms, and will follow all the current rules.

C.3.3.5 ACTION/EVENT SPECIFIC PROJECTS IN SUPPORT OF THE FRA  
OFFICE OF SAFETY

Within scope requirements for non-routine improvements or related program/mission support services that may occur as a result of specific actions, events, or circumstances but which are not likely to re-occur, may be identified and solicited on an individual, as-needed basis. Consideration for the conduct of services is to be determined (TBD) through negotiations. Modifications will be issued for each item/project of added work under the appropriate CLIN. Whenever possible and prudent, added work will be subject to the application of positive (gaining/bonus) and negative (losing/forfeiture) fee incentives as described in Sections E & H or the QAP.

***Note to Contractor***

No specific Action/Event Specific Projects have been identified at this time, and no cost estimate or pricing for this particular CLIN/Sub-CLINs is required until a specific need is identified.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

a. All packing, packaging and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

b. All information submitted to the Contracting Officer or the Contracting Officer=s Technical Representative (COTR) shall be clearly marked with the name of the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information under the terms and conditions of the contract, including forms, reports, etc., to the Contracting Officer or the COTR, shall be paid by the contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov> <http://www.deskbook.osd.mil/>  
<http://www.dot.gov/ost/m60/acquniv.htm>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE

Satisfactory completion of work under this contract shall be indicated by written receipt of such work by the Contracting Officer or the designated COTR. Taking physical delivery of deliverable items shall not constitute acceptance. Final acceptance at the conclusion of the contract shall be made in writing by the Contracting Officer.

E.3 CONTRACT QUALITY REQUIREMENTS

Inspection and acceptance of services to be furnished may be performed at the place of performance or other suitable locations by the designated COTR or other identified representative of the Government. The general procedures, guidelines and methods to be employed to measure and document the quality of services performed and goods tendered, and the subsequent actions by the government by the Government are contained in the Quality Assurance Plan (Attachment 3).

Services that on inspection are found not to be in conformance with contractual specifications and acceptable standards of performance shall be rejected and notice of such rejection, together with appropriate instructions, will be provided to the contractor by the COTR. Additional contract provisions are in place that would allow for the forfeiture or deduction of fees or other moneys for performance evaluated as substandard. Services that on inspection are found to be in conformance with and exceeding the contractual specifications and acceptable standards of performance will be duly noted by the COTR. Additional contract provisions are in place that may qualify the contractor to be awarded incentive fees for performance evaluated above the standard.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1252.247-73	OCT 1994	F.O.B. DESTINATION ONLY

F.3 PERIOD OF PERFORMANCE

Basic Period of Performance (Term): The period of performance for the basic period shall be: one(1) year/15 months commencing from the effective date of the contract (*Definitive dates to be determined at the time of award*).

b, 1<sup>st</sup> Option Period of Performance (Term): The period of performance for the 1<sup>st</sup> option, if exercised by the Government, shall be for one (1)year/12 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).

c. 2<sup>nd</sup> Option Period of Performance (Term): The period of performance for the 2<sup>nd</sup> option, if exercised by the Government, shall be for one (1) year/12 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).

d. 3<sup>rd</sup> Option Period of Performance (Term): The period of performance for the 3<sup>rd</sup> option, if exercised by the Government, shall be for one (1) year/12 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).

e. 4<sup>nd</sup> Option Period of Performance (Term): The period of performance for the 4<sup>nd</sup> option, if exercised by the Government, shall be for 9 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).

The FRA reserves a unilateral right to extend the term of the contract through the exercise of each option period, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If all options are exercised by FRA, the total period of performance for this contract will be five (5) years from the effective date of the contract.

F.4 F.O.B POINT

The F.O.B. Point for all reports delivered under this contract shall be "Destination" pursuant to FAR clause 52.247-34, "F.O.B. Destination." The specific location for the delivery of reports/products is specified in subparagraph F.5.

F.5 PLACE OF DELIVERY

a. All deliverables, as described herein, shall be delivered under transmittal letter, to the Contracting Officer=s Technical Representative (COTR) at the following address:

U.S. Department of Transportation  
 Federal Railroad Administration  
 Office of Safety Analysis  
 Systems Support Division, RRS-22  
 Attention: Robert Finkelstein, Program Manager  
 1120 Vermont Avenue, NW, Mail Stop 17  
 Washington, D.C. 20590

b. Copies of the Monthly Quality Control and Inspection Reports required shall be delivered to the Contracting Officer at the following address:

U.S. Department of Transportation  
 Federal Railroad Administration  
 Office of Acquisition and Grants Services (RAD-30)  
 Attention: Illona Williams  
 1120 Vermont Avenue, NW, Mail Stop 50  
 Washington, D.C. 20590

F.6 DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall deliver the specified reports in accordance with the following schedule and subparts. All deliverable items set forth in Sections C and F of this contract shall be delivered prepaid and clearly identified by contract number to the addresses specified above.

DELIVERABLE	SCHEDULE	NO. OF COPIES
Monthly Quality Control and Inspection Report	Within 15 days following the end of each month	2 copies to COTR & 1 copy to Contracting Officer
Receipts Control Monthly Summary	Within 15 days following the end of each month	2 copies to COTR
Machine Readable Master Files	Frequency is prescribed in F.6.3	Files to FRA

F.6.1 Monthly Quality Control and Inspection Report

Within fifteen (15) days following the end of each month, the contractor shall submit to the Contracting Officer, and the COTR, the Monthly Inspection

and Reconciliation Report. The contractor shall furnish two (2) copies of the report to the COTR, and (1) copy to the Contracting Officer.

Each report shall set forth statements concerning activities relevant to the contractor's continuous self-policing and process of periodic quality control review and inspection to ensure the services provided under the subject contract are at or above the acceptable levels of quality, timeliness, technical ingenuity and/or cost effectiveness management.

The contractor shall describe activities under its comprehensive, standing quality control and inspection system for the period reported. At minimum, this report shall consist of--

1. A recapitulation of the task-specific inspections conducted to ensure conformance with the applicable requirements and standards. A description of any recent improvement modifications to the quality control and inspection system.

2. A description of the results and deficiencies noted by the contractor before, during or after inspection, or by Government personnel at any time, and the impact the existing or potential problem(s) will have on any one aspect of the contract and/or the contract as a whole. This may include a description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the contract within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems, or recommendations on specific action required by the Government.

3. A narrative on the corrective actions or other remedies proposed or employed to correct or rectify noted deficiencies. The actual or projected time frames to remedy problem situations.

4. A status update on deficiencies, failings, defects or problems previously reported and either not yet remedied, or not previously reported as having been remedied.

#### F.6.2 Receipts Control Monthly Summary

Within fifteen (15) days following the end of each month, the Contractor shall submit to the COTR the Receipts Control Monthly Summary. The contractor shall furnish two (2) copies of the summary to the COTR. This report, to be submitted to the COTR with the Monthly Progress Report, is a comprehensive synopsis of the receipt control activities which occurred in the reporting period. This summary is designed to identify reporting conditions and anomalies which may impact on either the processing schedule or subsequent analysis of the data being processed. This shall include:

1. Railroads which reported late for the month.
2. Surges and declines in forms reported by railroad, "HOLDS" placed on processing packages.
3. Changes in railroad reporting status, reporting personnel, address, phone number, etc.
4. Railroads with zero man hours or zero train miles.
5. Inconsistencies between Form 55 and the companion forms that must be filed when and accident or incident occurs.
6. New payroll ID's on RIRS forms.
7. RIRS forms.

#### F.6.3 Machine Readable Master Files.

The following data files will be delivered to the NIH Operations Desk (Building 12) each reporting period (e.g., monthly files are delivered monthly, annual files - annually, etc.) in the format described in Data Conversion, SOW, paragraph C.3.9.

1. RAIRS
  - a. A monthly file of all form FRA F 6180-54 data processed in the report period excluding data remaining on an error file;
  - b. A monthly file of all form FRA F 6180-57 data processed in the report period excluding data remaining on an error file;
  - c. A monthly file of all form FRA F 6180-55a data processed in the report period excluding data remaining on an error file;
  - d. A monthly file of all form FRA F 6180-55 data processed in the report excluding data remaining on an error file;
  - e. A quarterly file of accident/incident railroad addresses, contacts, and phone numbers;
  - f. Monthly files of all accident/incident records to be deleted or changed;
  - g. The annual files of manhours by State and Injury and Illness; and
  - h. A monthly file of all FRA F 6180-83 processed.

2. RIRS

a. A business day file for each inspection discipline;

b. A business day file for each inspection discipline  
follow-up; and

3. GCIS

A monthly GCIS updates files, for GCIS Public, Private and Historical

F.7 PICKUP AND DELIVERY

The contractor shall be responsible for all cost and transportation necessary for pickup and delivery of all source documents, computer tapes, reports, and any other physical items between the contractor's location and FRA headquarters office space and between the contractor's location

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.  
[End of Clause]

G.2 CONTRACTING OFFICERS TASK MONITOR (TM)

(a) The Contracting Officer may designate additional technical personnel to serve as TM=s to assist the COTR in monitoring the work under this contract. The COTR will coordinate and manage the activities of the TM, who will in turn, with the COTR=s concurrence and consent, act as his/her agent within the limits of the COTR=s authority to the extent that the TM does not supplant that individual in his/her responsibilities or capacity as COTR.

(b) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing only by the Contracting Officer. The contracting Officer shall promptly countermand any action that exceeds the authority of the COTR or TM=s.

G.3 VIRUS PROTECTION/DETECTION

The contractor shall acquire, install and maintain current copies of two or more different virus detection software products. The contractor shall continue to acquire the most recent copies of these or other software products to insure that new viruses can be detected and eradicated. The contractor will not be held responsible for a virus infection if and when adequate software detection products are not available in the market place or are not scientifically feasible. The contractor shall take all reasonable precautionary measures and use all available virus detection software for all files and diskettes that come from outside their facility, e.g., railroads, states and inspectors.

#### G.4 WORK HOURS

Most, if not all, of the work under this contract shall be performed between the normal business operating hours for the contractor, which for the purposes of this contract, are considered to be a normal shift within the range of 6:00 a.m to 6:00 p.m. EST, Mondays through Fridays, except Federal holidays, or as prescribed elsewhere in the contract, e.g., operation of Technical Support Help Desk. No overtime labor rate payments are allowable under this cost-reimbursable contract, unless specifically authorized in advance, in writing, by the COTR or otherwise provided for under the terms of this contract.

#### G.5 COGNIZANT SBA DISTRICT OFFICE

This requirement is being processed under a Memorandum of Understanding (MOU) (inclusive of Amendment 1), between the Small Business Administration (SBA) and the Department of Transportation (DOT), under which procedural changes to the customary 8(a) process have been made. In brief, SBA has delegated to DOT (and various modal operating administrations, including the Federal Railroad Administration) its authority under Section 8(a) (1) (A) of the Small Business Act (the Act) - 15 U.S.C. 644, as amended, to enter into prime contracts and its authority under Section 8(a) (1) (B) of the Act to subcontract the performance of that contract to eligible 8(a) Program participants. SBA has retained various rights relating to eligibility and certification of 8(a) Program participants, the determination on acceptance of requirements under the 8(a) Program, and general rights aimed at counseling, assisting and protecting the interest of 8(a) Program participants. The cognizant Business Opportunity Specialist responsible for servicing the selected participant may be reached at the following SBA District Office:

U.S. Small Business Administration  
Washington District Office  
1110 Vermont Ave., N.W.  
P.O. Box 34500 - Mail Code 0353  
Washington, DC 20043-4500

#### G.6 BILLING INSTRUCTIONS

The contractor shall submit invoices for payment utilizing Standard Form 1034, submitted in an original and four (4) copies, in accordance with AInstructions for Preparation and Submission of Public Vouchers@ (available from the Contracting Officer). Invoices shall be submitted to:

U. S. Department of Transportation  
Federal Railroad Administration  
Post Office Box 28693  
Oklahoma City, OK 73126

G.7 TRAVEL AND PER DIEM

All travel reimbursable hereunder shall conform to the FAR 31.205-46 and the following:

(a) All travel shall be reimbursed in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available.

(b) The contractor shall be reimbursed for actual costs for per diem/subsistence costs in accordance with current Government travel regulations.

G.8 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

(a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract: (Specify key personnel and/or facilities)

Project Manager (1)\*

Web Systems Integrator/Administrator (1)

Operations Manager (1)\*

Senior System Manager

LAN Systems Manager

*\*(Specified personnel/facilities will be based upon the selected contractor=s offer. Contractor=s are advised that proposed personnel and facilities, which fall into the specified categories listed above, will become key to this contract. )*

G.9 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the technical and/or

professional qualifications of the proposed substituting individual(s). The Contracting Officer further reserves the right to disallow the utilization of the proposed substituting individual(s) for performance on the subject contract, when the technical and/or professional qualifications of the proposed individual are determined, by the Contracting officer, (1) not to be substantially equivalent to the technical and/or professional qualifications of the key personnel they are to substitute, or (2) not sufficient to reasonably insure successful performance or otherwise endanger project performance, progression, or completion.

#### G.10 FUNDING

Funding for performance of task orders will be assigned and obligated by the individual orders issued against the contract. Award of a contract does not constitute an authority to commence work or incur costs on behalf of the Government.

#### G.11 GOVERNMENT-FURNISHED EQUIPMENT

All Government-furnished equipment under this contract shall be relinquished to the contractor for care, custody, control and maintenance the property is listed in (see Attachment 1).

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 ACCESSIBILITY OF MEETINGS AND CONFERENCES TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

### H.2 GENERAL PURPOSE EQUIPMENT

The contractor shall not fabricate, purchase, rent or otherwise acquire any general purpose equipment, the acquisition cost of which is to be charged directly to the performance of this contract unless prior written approval to do so is obtained from the Contracting Officer. For the purposes of this clause, general purpose equipment is defined as any property with a useful life of more than one (1) year which can be used in the production, administration, research or test of a product or services outside of this contract or an order issued thereunder.

### H.3 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

a. Functions and responsibilities directly involved or associated with the management of any FRA Office are expressly excluded from this contract or order issued thereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued thereunder:

- (1) Policy making or management of FRA operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefor;
- (5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employees.

### H.4 REPRODUCTION OF REPORTS

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready

original. The required number of copies exceeding the above limits will be reproduced by the Government. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order thereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

#### H.5 PRIMACY OF THE INTERNATIONAL SYSTEM OF UNITS (SI)

In accordance with the Omnibus Trade and Competitiveness Act of 1988 (Public Law 100-418 Section 5164), it is required that the metric system of measurements be employed to the greatest practical extent in Federal Government procurements. All reports issued as a requirement of this contract shall employ the International System of Units. The International System of Units (SI) is the form of the metric system that is preferred for all applications. In SI there is one and only one unit for each physical quantity: the meter (not centimeter or kilometer) for length and distance, the second (not minute or hour) for time, the newton (not kilogram) for force, the pascal for stress, the joule (not kilowatt-hour) for energy, etc. Obsolete metric units are widespread but should be avoided. For more information, consult National Bureau of Standards Special Publication 330, 1986 edition, titled, "The International System of Units (SI)" (GPO order number SN 003-003-02739-1) or American Society for Testing and Materials (ASTM) Publication E380-89a, titled, "Standard Practice for Use of the International System of Units (SI)." If appropriate, the customary units may be added in parenthesis after the SI unit. Customary units (without SI units) may be used in any non-technical language of the proposal. Also, it will not be required to revise already existing tables, figures, or graphs to be utilized in a proposal, provided that the appropriate conversion factors are indicated thereon.

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#### H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

a. The contractor warrants that, except as otherwise set forth herein, it does not have any organizational conflicts of interest as defined in paragraph b. below.

b. The term "organizational conflict of interest" means a situation where a contractor has interest, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

c. The contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has

taken or proposed to take to avoid, eliminate or neutralize the conflict.

d. In the event that the contractor was aware of the organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

#### H.7 ACCESS TO GOVERNMENT DATA

a. The contractor and any of its subcontractors in performance of this contract, will have access to and use of various types of data and information in the possession of the Government which the Government may have obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree that they will not:

(1) knowingly disclose any Government data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose other than the performance of this contract, that data which bears a restrictive marking or legend.

b. Through training in company policy and procedures, the contractor agrees to make employees aware of (1) the absolute necessity to maintain the confidentiality of Government data and information that they have been provided access to, and (2) the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

c. The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

d. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, titled "Rights in Data-General," and includes, but is not limited to, computer software, as also defined in clause 52.227-14.

#### H.8 YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software, and firmware product

delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

#### H.9 YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

(a) The Contractor shall be responsible for Information Technology security for all systems connected to the FRA network or operated by the Contractor for FRA, 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 must have physical or electronic access to FRA's sensitive information that directly support the mission of FRA. The term 'information technology', means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of FRA eGovernment Sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by FRA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to FRA general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall 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 be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management

(c) Within 30 days after contract modification, the contractor shall submit to FRA the IT Security Plan. This plan must 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.

(d) The contractor will ensure that its employees will work with FRA employees and contractors through the FRA IT system security certification and accreditation process.

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

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

### **Government Warning**

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

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

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

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

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 must 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.

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

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

(i) 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 FRA data or to the function of information technology systems operated on behalf of FRA, and to preserve evidence of computer crime.

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

#### H.10 PERFORMANCE ASSESSMENTS WAIVER OR EXCEPTIONS TO QUARTERLY CYCLES

This contract allows for the use of both positive (gaining/bonus) award fee incentives, and negative (losing/forfeiture) fee incentives following monthly assessments of the contractor's performance and quarterly determinations on the amount(s) of fee(s) if any, that should be paid out or recovered by the Government for contractor performance above or below the requirements standards.

The Government may waive the cyclic (e.g., monthly, quarterly) assessment process (and therefore the quarterly payout/recovery determination process) - -on a one-time basis-- for the initial contract start-up period, for a period not to exceed 3 months. This waiver may be implemented based on the needs of the Government and the contractor to establish a period of contractor familiarization with the performance requirements and expectations, and the performance assessment process. Such a waiver --which may be initiated by either party within the first 15 days of contract award-- must be in writing (referencing the authority herein), concurred upon and signed by both parties to the contract.

Mock performance assessments may be conducted during the waiver period, but no payment or recovery of positive or negative fee incentives will be made. This would not however absolve the contractor of any monies that might come due for issues other than incentive fees under the mock exercises, e.g., debts to the U.S. Government. Nor would it relieve the contractor of its responsibilities for carrying out its obligations under the contract to include controlling the quality of services provided and tendering to the Government only those goods or services that conform to the contract requirements and standards. If performance were judged totally unsatisfactory during that period of mock performance assessment so as to jeopardize successful completion of the contract or its objectives, the use of other remedies under the terms of the contract may be warranted, e.g., issuance of cure or show cause notices, liquidated damages clauses if applicable, or termination rights of the Government.

Exceptions may be allowed for the use of less than "quarterly" cycles [which should be synchronized on a calendar year quarter basis to the maximum extent practicable] for determining the amount(s) of fee(s) if any, that should be paid out or recovered by the Government based on the its assessments on the contractor's performance for the preceding three months. Exceptions may be one-time events or established on a time/event-specific re-occurring basis. Exceptions may seek to decrease or increase the number of months in the assessment and payout/recovery cycle. Exceptions to the periods of time in payout/recovery cycles --which may be initiated by either party within the first 15 days of contract award or within the first 15 days following the last payout/recovery cycle-- must be in writing (referencing the authority herein), concurred upon and signed by both parties to the contract.

#### H.11 PHASE-OUT PERIOD

In the event this contract is not extended or renewed, or is otherwise terminated, the contractor agrees as a condition of contract award, to assist in the orderly transfer of functions to another contractor, and to allow the newly awarded incoming contractor reasonable, finite access to its (the incumbent contractor's) work site facility to the degree deemed necessary to ensure the orderly transfer of Government Furnished Property ((GFP) Attachment 1) and functions. See FAR clause 52.237-3, "Continuity of Services."

a. This phase-out period shall not exceed 90 calendar days and may, at the discretion of the Contracting Officer, occur within the stated period of performance, or as an extended period beyond the then current period of performance.

b. Unless the COTR specifies otherwise, during the phase-out period the contractor shall complete on-going services directly or indirectly engaged in the verification and processing of data, or shall continue services for other projects nearing completion.

c. Any Government Furnished Information ((GFI) Attachment 2), records or materials necessary for the orderly and uninterrupted continuation of services, will be compiled and transferred as required by FRA.

d. A complete inventory of all GFP, GFI, and materials on hand and on order will be provided to FRA. These items will then be handled in accordance with instructions from the FRA.

e. Unless the Contracting Officer specifies otherwise, the costs for phase out portions of the contract will generally be reimbursable to the outgoing contractor; however, certain costs associated with the phase in may be properly applied and reimbursed to the incoming contractor.

#### H.12 SERVICE CONTRACT ACT APPLICABILITY

If the resultant contract contains labor categories covered by the Service Contract Act of 1965, the applicable Department of Labor Wage Determination and FAR Clause 52.222-41, Service Contract Act of 1965, as Amended, will become a part of that contract.

SECTION I - CONTRACT CLAUSES

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/these address(es):

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov> <http://www.deskbook.osd.mil/>  
<http://www.dot.gov/ost/m60/acquniv.htm>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSION
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES

52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	APR 1984	PROHIBITION OF SEGRATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	OCT 1996	BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM
52.225-13	FEB 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT, Alt 1, Oct 2001
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS Alternate II (AUG 1998)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME- AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. TRANSPORTATION ACQUISITION REGULATION (TAR) (48 CFR CHAPTER 12)  
CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1252.209-70	OCT1994	DISCLOSURE OF CONFLICTS OF INTEREST
1252.211-71	OCT 1994	INDEX FOR SPECIFICATIONS
1252.216-73	OCT 1994	DISTRIBUTION OF AWARD FEE
1252.242-72	OCT 1994	DISSEMINATION OF CONTRACT INFORMATION
1252.242-73	OCT 1994	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
1252.245-70	OCT 1994	GOVERNMENT PROPERTY RECORDS
1252.216-71	OCT 1994	DETERMINATION OF AWARD FEE

The Government shall, at the conclusion of each specified evaluation periods(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 5 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

OCT 1994 PERFORMANCE EVALUATION PLAN

A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor 10 calendar days prior to the start of the first evaluation period.

The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 15 calendar days prior to the start of the evaluation period to which the change will apply.

I.1 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k). (End of clause)

I.2 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 within five (5) calendar days."

I.3 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 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least

60 days before the contract expires. The preliminary

I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996) (*DEVIATION*)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) (*DELETED*)

(2) Except for novation agreements and advance payments, delegates to the Department of Transportation, Federal Railroad Administration, Office of Acquisition and Grants Services, RAD-30 ("Federal Railroad Administration") the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Federal Railroad Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have a right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontract without the prior written approval of the cognizant Contracting Officer of the Federal Railroad Administration.

(End of clause)

I.5 52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (Jun 1999), Alternate I (Nov 1989).

Notification of Competition Limited to Eligible 8(a) Concerns (Jun 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support

limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(4) The offeror's approved business plan is on the file and serviced by the U.S. Small Business Administration Washington District Office.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the Federal Railroad Administration, Office of Acquisition and Grants Services [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(a)

#### I.6 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222-2, A Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed zero dollars. This dollar figure does not apply to the exceptions in subparagraphs (a)(1) through (a)(4) of FAR clause 52.222-2. If one of the exceptions under FAR clause 52.222-2 applies during the period of performance, the contractor is required to gain approval from the Contracting Officer before incurring any costs for overtime premiums that exceed zero dollars. The contractor shall submit requests for estimated overtime premiums to the Contracting Officer in accordance with FAR 52.222-2. (End of Clause)

#### I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341

or 5332. THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee class	Monetary wage
Web Master Integrator	\$38.66/hr
DBA/Programmer I	\$32.72/hr
Network Operations Engineer	\$32.72/hr
Operations Manager	\$38.66/hr
Sr. Systems Analyst	\$32.77/hr
Business Analyst	\$27.51/hr
Programmers	\$27.51/hr
Data/Help Desk Analysts	\$18.97/hr
Data Technician	\$20.89/hr.

(End of clause)

I.8 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1, Part 52) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
1	Government Furnished Property	6
2	Government Furnished Information	3
3	Quality Assurance Plan	12
4	Labor Estimates (Information Only)	3
5	Past Performance Survey	7
6	U.S. Department of Labor Wage Determination No. 94-2104 No. 13, Revision 6/28/1999	10

<u>EXHIBITS NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
A	Surveillance Assessment Scoring Matrix (Generic)	1
A1	Surveillance Assessment Scoring Matrix	1
B	RSIS Subsystem Surveillance Assessment Record	1
C	Cyclic Incentive Recommendation Worksheet	3

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

K.1 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (End of provision)

K.2 FAR 52.204-1 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

K.3 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

-

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \* is a women-owned business concern.

(End of provision)

K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [\*] have not [\*], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, or receiving stolen property;

(C) Are [\*] are not [\*] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code) Respondent	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

[End of Provision]

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [541511].

(2) The small business size standard is [21,000,000].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 18 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### K.7 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### K.8 FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and

housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.9 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K.11 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.12 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver

form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] -

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

(End of provision)

K.13 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9901.201-2(c)(5) or 9901.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9901.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9901.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9901.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9901.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9901.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or

subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes  no

(End of provision)

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

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED

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

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www.deskbook.osd.mil/>  
<http://www.dot.gov/ost/m60/acquniv.htm>

Clause No.	Title	Date
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 1999
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	OCT 2001
52.247-6	FINANCIAL STATEMENT	APR 1984

L.2 52.216-1 TYPE OF CONTRACT APR 1984

The Government contemplates award of a Cost-Plus-Award-Fee (CPAF) type contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST AUG 1996

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

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisition and Grants Services  
ATTN: Danny Price  
1120 Vermont Avenue, N.W., Mail Stop 50  
Washington, DC 20590

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

L.4 GENERAL

a. General Provisions

In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract award. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

b. Eligibility

This is a restricted, competitive procurement. Offers are being solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) The NAICS code 541511 (Computer Programming Services) is specifically included in the offeror's approved business plan. The small business size standard is \$21,000,000;
- (2) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan;
- (3) The offeror has its principal office or a purposeful servicing office in the Greater Washington [DC] Metropolitan Area; and
- (4) The offeror is in conformance with the Business Activity Targets set forth in the approved business plan on file and serviced by the U.S. Small Business Administration Washington District Office.

Competition is limited to eligible 8(a) concerns, as prescribed in the solicitation.

c. Authorized Official and Submission of Proposal

The offer shall be manually signed in the original by an official authorized to bind your organization. Your proposal shall be marked and submitted in the manner and in the number of copies, to the address identified in and as directed by the solicitation.

d. Separate Proposal Parts

The Proposal (offer) shall be broken into the following physically, separate parts (each of which shall be distinct and complete in and of itself so that evaluation of one (or any portion thereof) may be accomplished independently of, or concurrently with, evaluation of the other (or any portion thereof)), as further described

hereinafter.

- (1) Technical Proposal
- (2) Past Performance Information
- (3) Business and Cost/Price Proposal

Unnecessarily elaborate brochures or other generic submissions beyond that which is requested or sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness.

e. Evaluation of Proposals

The Government will evaluate proposals in accordance with the Evaluation Criteria set forth in Section M.

f. Oral Presentations

Eligible offerors that have timely submitted proposal materials, and that are considered by the FRA to have a good performance record and appear to be fully capable of providing the services identified in the requirement, at realistic, competitive prices, will be invited by FRA to conduct oral presentations at the FRA headquarters to augment their written submissions furnished at the time of RFP closing.

g. Exchanges and the Competitive Range

Exchanges with offerors after receipt of proposals will be conducted in accordance with FAR 15.306. The Government intends to evaluate proposals (which includes the conduct of oral presentations) and award a contract without discussions with offerors. As there may be no further opportunity to submit proposal information or to revise its offer, the offeror's initial proposal should contain the offeror's best terms from both a cost or price, and a technical standpoint. Clarifications and/or communications may be conducted, when needed, as described and allowed for in FAR 15.306(a) and 15.306(b). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are to be conducted, the Government will establish a competitive range. If established, the competitive range will be comprised of all of the most highly rated proposals (based on the ratings of each proposal against all evaluation criteria), unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2). If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

h. Nondisclosure

The proposal submitted may contain trade secrets, commercial and/or financial information which the offeror/contractor or its proposed subcontractor(s) does not want disclosure for any purpose other than the evaluation of his/her proposal. All such restricted information contained in the proposal shall be clearly identified and marked as described in FAR clause 52.215-1(e).

i. Rejection of Proposals

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

L.5 TECHNICAL PROPOSAL INSTRUCTIONS

The following instructions establish the minimum acceptable requirements for the format and contents of technical proposals.

a. General

- (1) The technical proposal shall include a cover page identifying the offeror. The technical proposal cover sheet shall contain the name of the offeror/proposing organization, the Request for Proposal (RFP) number, and the title of the RFP, and if applicable, the tracking number internal to the offeror.
- (2) The offeror's technical proposal shall be comprised of the following components, as further described hereinafter:
  - (a) Oral Presentation Materials Submissions-
    - (i) CD ROM of Data Entry Type Client-Base Software  
*Recommended Size: ≤ 300 MB*  
*Submit 2 CDs (See contractor option below)*
    - (ii) Internet sites/URLs listing  
*Identify/Describe 1 to 3 sites; Not to Exceed (NTE) 1 page*  
*Submit 7 paper copies (1 original and 6 copies)*
    - (iii) Outline of Oral Presentation and Slide Series  
*Outline NTE 1 page; Series Qty, see time allowance*  
*Submit 7 paper copies (1 original and 6 copies)*
  - (b) Written Narratives-
    - (i) Multiple Database Production Capability and Experience Statement  
*Not to Exceed (NTE) NTE 4 pages*  
*Submit 7 paper copies (1 original and 6 copies)*

- (ii) Resumes or Curriculum Vitae (CVs) for Key Personnel  
*NTE 1 page per key person, NTE 5 persons total  
Submit 7 paper copies (1 original and 6 copies)*
  - (iii) Project Management Plan  
*NTE 5 pages  
Submit 7 paper copies (1 original and 6 copies)*
- (3) Written, narrative portions of the technical proposal must be typewritten or computer generated in letter print no less than 10- to 12-pitch/font (e.g., Courier, Courier New, CG Times, New Times Roman, or similar sized style), reproduced on letter-size paper, and fully legible in all required copies. Where a specific number of pages is identify, that is the maximum number of pages that will be considered in the evaluation process for that particular portion of the Proposal. Submissions that exceed the limitations expressly set forth herein, will not be considered beyond the number of page specified (e.g. if the limit is 4 pages and 6 are turned in, pages 1 to 4 pages will be considered, but pages 5 & 6 will not be considered).
- (4) The technical proposal shall not contain reference to cost/price; however, unpriced resources information, such as, data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that the offeror's understanding of the Statement of Work may be evaluated.
- (5) All written narrative portions and oral presentation materials submissions that make up the technical proposal, as described herein, shall be furnished together, as part of the offeror's Proposal, on or before the due date for receipt of proposals specified in the solicitation.

b. Technical Proposal Format and Content

- (1) Oral Presentation Materials Submissions
  - (a) CD ROM of Data Entry Type System Client-Base Software.

For the purposes of this solicitation, data entry type client-based software is defined as software where an observation (e.g., accident/incident or inspection report) can be entered in the computer with full editing capability in a stand-alone environment. This is not the same as, and should not be confused with, client server software where there is computer to server interaction.

The offeror is to provide up to two (2) CD ROMs on or before the closing date for receipt of proposals. If invited to conduct oral presentation these will be the very CD(s) demonstrated. At the offeror's discretion, the 2 CDs may

either be 2 copies of the same sample of a data entry client-based software package it (or its proposed key personnel or subcontractor or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement) developed (i.e., with 1 CD serving as a backup to the other), or 1 copy of two different software package samples of work it (or others it proposes) developed (i.e., different work without a backup for either). The oral presentation shall be conducted using the CDs and other materials submitted on or before the closing date for receipt of proposals. Additional CDs should not be brought to the oral presentation. If when conducting an oral presentation, the offeror's CD(s) does not operate as intended, the CD will be tested on a second computer. Only if the Contracting Officer determines that the fault in not being able to demonstrate the CD rests with the Government, might the offeror be given an opportunity to re-present. Otherwise, the presentation will be conducted using only the materials previously submitted. Time constraints for presentations will be the same whether a single or two different data entry client-based software package samples of work are demonstrated.

If invited to conduct an oral presentation, the offeror shall be called upon to install the CDs and demonstrate the features, utility, quality and effectiveness of its software in the following areas:

(i) Data Management.

The offeror shall be prepared to demonstrate . . .

- Field Level Checks-  
The ability of the program to eliminate illegal entries into data fields. The complex multi-field edits.
- Duplicate Prevention-  
The ability of the software to prevent duplicate records from being entered. The use of (unique) record keys
- File Maintenance-  
The ease of Adding, Editing, and Deleting records within the application.

(ii) User Interface.

The offeror shall be prepared to demonstrate . . .

- Menuing-  
The existence and usefulness of toolbars, drop-down and pull-down menus. Use of Windows-standard menu options. Clearness of Icon functions. The existence and usefulness of Browse Grids or Calendars. Availability of Tool Tips and Look up Tables.
- Navigation-  
The ease of navigation from module to module (function to function). The ease in moving from one part of a

form to another and from field to field.

- Screen Layout-  
Ease in reading screen (type size, compatible colors, etc.) Capability to adjust screen size to computer's resolution.

(iii) Utilities.

The offeror shall be prepared to demonstrate . . .

- Data Delivery Options-  
Capabilities in multimedia delivery, email, and/or Internet (web site, FTP). The system use of data compression utilities to manage file size
- Administrative-  
The existence and effectiveness of program utilities such as a BACKUP routine to prevent data loss.  
Existing provisions for disaster recovery (RESTORE)?

(iv) User Support.

The offeror shall be prepared to demonstrate . . .

- Documentation-  
The comprehensiveness of user documentation such as User's Manuals. The accessibility and usefulness of On-Line Help, if available.
- Technical Support-  
The availability and level of technical support such as a Help Desk (accessible by telephone and/or email). Availability of a tutorial.
- Data Security-  
Use and level of data encryption techniques employed. The existence and effectiveness of provisions for protecting the principal databases from tampering and corruption.
- Training-  
The availability of user training including provisions for instructor-led training. Availability of computer based training on CD or the web?

(v) Query And Reports.

The offeror shall be prepared to demonstrate . . .

- Query Facility-  
Availability of canned queries. Provisions for user-defined (ad hoc) queries.
- Output Reports-  
Production of output/reports that are recognizable to user (e.g., form 96, W-2). Existence of provisions for directing output to external (export) formats (PDF, DBF, ASCII, spreadsheets, etc...).

(vi) Installation.

The offeror shall be prepared to demonstrate . . .

- Ease of Installation-  
The degree to which prompts are logical. The use of the "Wizard" approach (e.g., next...next...finish) or similar guide. The degree to which excessive manual instructions are required. The degree to which installation from a CD follows or approximates the Windows standard.
- Convenience-  
The ease in creating of a desktop icon. The inclusion or absence of an Uninstall option in the program group.
- Protection-  
The capacity of the installer to detect system file version conflicts and warn the user. The capacity of the installer to restore system files to their previous state when the installation is not successfully completed.

(vii) Setup & Configuration.

The offeror shall be prepared to demonstrate . . .

- Convenience -  
The use of Windows defaults. The degree to which the user id required to configure devices such as printer/fax, modems and other settings like email and Internet access manually, as opposed to the application's auto-detection capabilities/

(b) Internet sites/URLs

The offeror is to provide a one-page write up identifying 1 to 3 Internet sites/URLs. The site(s) selected should demonstrate the offeror's web site design capabilities and performance features. If invited to conduct an oral presentation this will be the very same site(s) demonstrated. This can be either the offeror's own site or one that it (or its proposed key personnel or subcontractor or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement) developed/designed for a client/customer, or both. Time constraint will be the same whether 1 or 2 sites are demonstrated. Site(s) size of 20 Kb or under is recommended (but not required), as the offeror is responsible for determining the site(s) that best respond to the requirements in the solicitation with due regard to the time limitations in the oral presentation and information/features the offeror should be prepared to demonstrate within that time. The write-up should include a brief overview of the sites(s) and it should call attention to key or notable features.

If invited to conduct an oral presentation, the offeror shall be called upon to pull up the identified Internet site(s) to demonstrate the features, utility, quality, and effectiveness of its design capabilities in the following areas:

(i) Interrogation (Query) Capabilities.

The offeror shall be prepared to demonstrate . . .

The flexibility and ease of use of the query applications. The intuitiveness (or complexity) of the user interface.

(ii) Query Engine Performance.

The offeror shall be prepared to demonstrate . . .

The performance of the back end database in terms of its ability to return results quickly. Comparisons and distinctions between the wait time on query results and the wait time necessary to download them use with due consideration to time/size of data base.

(iii) Interactive Data Entry.

The offeror shall be prepared to demonstrate . . .

The site must allow interactive data entry to allow for on-line data entry with complete editing functionality to allow for error messaging with understandable text error messages and successful inputs.

(iv) Interactive Data Management.

The offeror shall be prepared to demonstrate . . .

The site must perform field level validation (including table lookups); page level validation (completeness checks); duplicate prevention (primary keys); record handling (assembling records across multiple forms/pages); New/Edit/Delete capabilities.

(v) Graphical Capabilities.

The offeror shall be prepared to demonstrate . . .

Site capability/capacity to depict results graphically (maps, graphs, charts).

(vi) Output Report Quality.

The offeror shall be prepared to demonstrate . . .

The ability to generate 'printer-friendly' output. What if any portions of the information or graphics displayed on the screen is truncated when printed. Overall quality of query results.

(vii) Data Availability.

The offeror shall be prepared to demonstrate . . .

The availability of data in universally accepted formats (DBF, ASCII, etc.) and assessment on the manner in which data is retrieved. The availability of supporting material (such as file specifications) to ensure downloaded data readily useable.

(viii) Overall Design.

The offeror shall be prepared to demonstrate . . .

The overall design of the dynamic site taking into consideration the number of pages which are generated 'on the fly' versus the amount of static (HTML) pages. The use of Active Server Pages (ASP), Javascript, Vbscript and other tools to create dynamic pages.

(ix) Speed.

The offeror shall be prepared to demonstrate . . .

The total size of the page (For the purpose here, 20kb and under is the preferred standard.) The degree to which the quantity and complexity of graphics encumbers operation. (For the purpose here, fewer graphic are generally preferred.)

(x) Navigation.

The offeror shall be prepared to demonstrate . . .

The degree of ease at which the user can move from page to page without getting lost. The speed and ease at which the user can navigate back to the main page.

(xi) Organization.

The offeror shall be prepared to demonstrate . . .

The organizational structure site. The degree to which pages are properly labeled as to their purpose or function, and relationship to other pages/parts.

(xii) Main Page.

The offeror shall be prepared to demonstrate . . .

The overall appearance and aesthetic appeal of the site's main page. The size and proportion of graphic images, and the degree which balance and symmetry are achieved.

(xiii) User Support.

The offeror shall be prepared to demonstrate . . .

The level of user support available at the site (e.g., email, FAQ, contact phone numbers, etc.) The usefulness of the URL's own site map and the ease of use and helpfulness of user guides on how to use the site.

(xiv) Compliance with Section 508 of the Rehabilitation Act.

The offeror shall be prepared to demonstrate . . .

That the site would meet all the conditions required under Section 508.

(c) Outline of Oral Presentation and Slide Series.

The offeror shall furnish a one-page abstract of its planned oral presentation. This should recap the major points in its presentation within the sequence in which it plans to present. The offeror should use the outline to identify the primary author(s)/programmer(s) responsible for the development of the CD ROM, and confirm if the author(s)/programmer(s) are among its previous staff, its existing staff, or any staff it proposes to gain to perform the subject requirement. The offeror must also identify the owner of the software or the organization for whom the product was developed (to include name and current telephone number and if available, e-mail address). The offeror shall also to furnish print out/paper copies of any [overhead projector or computer screen display] slides to be used in any oral presentation it may be invited to conduct to demonstrate its client-based software CD(s) and Internet site(s). To better allow evaluators to follow along with the offeror as it conducts an oral presentation, the print out/paper copies of slides provided as part of the offeror's Proposal are to be the whole and complete series planned for the oral presentation. The presentation is only to contain slides previously submitted at the time of solicitation closing. This does not preclude the offeror from presenting additional information or demonstrating features of its CD(s) or Internet site(s) in response to questions or requests for clarification from or communications with the FRA evaluation panel to whom it is presenting. Additional or substitute slides/pages not provided at the time of proposal submission will not be accepted at the oral presentation to which the offeror is invited to present, unless the Contracting Officer determines that the materials contain information necessary to facilitate the Government's evaluation process -provided, such information is not used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal.

(d) Oral Presentation Preparation/Set up Information

(i) General

Invitations to conduct oral presentations will be extended to eligible offerors that have timely submitted proposal materials, and that are considered by the FRA to

have a good performance record and appear to be fully capable of providing the services identified in the requirement, at realistic, competitive prices, to augment their written submissions furnished at the time of RFP closing.

Oral presentations are subject to the same restrictions as written information, regarding timing (see FAR 15.208) and content (see FAR 15.306).

It is recommended that oral presentations discuss capabilities that either augment or go beyond the written proposal.

When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted.

- (ii) The location, date, and time for the oral presentations.

Oral presentations will be hosted at the FRA headquarters offices at 1120 Vermont Avenue, N.W., Washington, DC. The conduct of an oral presentation will be by invitation only. FRA anticipates that it will initiate contacts with eligible offerors being considered anywhere from approximately 2 days to 2 weeks after the due date for receipt of proposal as established in the solicitation. The order in which offerors will be invited to present will be based on a random draw of lots. Rescheduling, based on the needs of the Government, may be necessary and the offeror should be prepared to present upon notice. To the maximum extent practicable, offerors will be given 2 days advance notice of the date and time to appear and present. If the offeror fails to meet, as scheduled, it will have foregone its opportunity to present, unless the Contracting Officer determines otherwise (e.g., circumstances tantamount to excusable delay provisions in the solicitation).

- (iii) The types of information to be presented orally and the associated evaluation factors that will be used.

The offeror should be prepared to present . . .

- information (using the CD(s) it furnished) demonstrating its capabilities with respect to Data Entry Type System Client-Base Software as described in the solicitation;
- information (using the Internet site(s) it identified) demonstrating its capabilities with respect to web site design and performance features as described in the solicitation; and
- any other [non-cost/price] information that addresses the requirements in the solicitation, past performance

experience, key personnel, or project management, and that will assist the Government in evaluating the offerors qualifications and capabilities to perform. This should be information not already provided in the technical proposal.

Evaluation factors are discussed in Section M of the solicitation.

- (iv) The qualifications for personnel that will be required to provide the oral presentation;

The offeror may have up to five (5) individuals participating in the oral presentation. The individuals serving as Project Manager and Web Master/Integrator, as described in the solicitation, must be present, and must have significant roles in the presentation. The remaining individuals to present are at the discretion of the offeror--provided that they are a part of the offeror's organization, and/or among those persons/parties the offeror has identified and proposed to perform under any resulting contract to this solicitation.

- (v) The requirements for, and any limitations and/or prohibitions on, the use of written material or other media to supplement the oral presentations.

Pre-recorded videotaped presentations that lack real-time interactive dialogue are not considered oral presentations for the purposes of this RFP and will not be accepted as such.

- (vi) Set up and Equipment

The FRA will provide the following for use in the presentation. The offeror may not substitute its equipment for the FRA's.

- One Laptop Computer:
  - Hewlett Packard OmnibookDell Latitude CPi D266XT
  - with 850 Mhz Mobile Intel Pentium III
  - microprocessor 266. It has-
  - A projector
  - Windows 98, Second Edition
  - Powerpoint 2000
  - Internet Explorer v5.0
  - (128-bit encryption)
  - C drive has 550 Mb free space
  - D drive has 1.5 Gb free space
  - E drive has 550 Mb free space
  - Total hard drive capacity of 18 GB
  - Free space is 14.6 GB
  - 256128 Mb Ram
  - Internet Connectivity
    - broadband network (10\100 mbps)
    - dial-up Modem Speed (56.6 Kb modem)
- One Overhead Type Projector

- Table and Seating

(vii) The restrictions governing the time permitted for each oral presentation.

- The offeror will have 75 minutes to present. This includes time for installation and offeror set-up (which should be kept to a minimum). It is recommended that approximately 4/5 of the time available focuses on demonstration of the CD(s) and Internet site(s).
- Following the presentation, FRA will caucus for 15 minutes.
- FRA will conduct exchanges with the offeror -which may include questions and requests for clarification or communications as defined in FAR 15.306. The time to conduct any exchanges will generally vary depending on the level of clarification needed, if any, as determined by the FRA. Post-presentation exchanges will last up to, but not exceed, 30 minutes.

(viii) The scope and content of exchanges.

Exchanges between the Government's participants and the offeror's representatives as part of the oral presentations may include questions and requests for clarification or communications, as defined in FAR 15.306. The offeror's responses to questions will not be considered discussions, as defined in FAR 15.306. Post-presentation exchanges will not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Discussions will be not be permitted during oral presentations, unless the Contracting Officer establishes a competitive range (with the intent of allowing the offeror to revise its proposal) -in which case the offeror will have been advised in advance.

(ix) Record of oral presentations.

The FRA will make and maintain a record of oral presentations to document what the Government relied upon in making the source selection decision. The method and level of detail of the record is at the discretion of the Government.

(2) Multiple Database Production Capabilities/Experience Statement

For the purposes of this solicitation, a multiple database is defined as one in which there are two or more physical databases that can logically be connected to provide multiple updates and crossediting capabilities.

A single data base can be complex in that there can be one or more records for the same observation, and embedded in the record is the

unique key to the other records in that observation. In a multiple database, another level of complexity is reached in that a second or third, etc. data base may have relational pointers from the first database -on top of which, there may be a parent/child (children) in the second or third data base and so on; again, using a unique key. There may also be other databases with other relational pointers. Some or all these data bases may need to be logically combined to generate all the information from any given, single observation. Such a logical database will also typically include other auxiliary databases for reference files, such as location codes.

The Railroad Accident/Incident Reporting System (RAIRS) is an example of a multiple data base. The following is simplistic illustration of RAIRS in action: Railroad "AA" has a collision with railroad "BB" on railroad "CC"s track, at a highway-rail crossing with a highway user. There are multiple injures from railroad "AA," and railroad "BB," the occupants from the highway vehicle are also injured. Railroads "AA" and "BB" report their train damage (FRA Form 6180.54) and each submit multiple injury reports (FRA Form 6180.55a) associated with the event. Railroad "CC" reports their damage to the track (FRA Form 6180.54). There is also is a Highway-Rail Accident report (FRA Form 6180.57) and injury reports for each vehicle occupant (FRA Form 6180.55a). The data base system combines all the forms together to generate a record of the event. The contractor is responsible insuring that all the databases for that event are complete. In addition to validating the reported information (location, injury, job, cause, circumstance codes) against a series of auxiliary data bases, the contractor must check for consistency of data across all forms submitted by all railroads involved in the accident (Type of accident, date and time, location, cause of accident). The information from the RAIRS is also linked to the Grade Crossing Inventory System (GCIS) by the crossing identification number. The contractor will need to insure that the crossing characteristics identified in the RAIRS reports are consistent with those maintained in the Inventory (location, public/private, type of warning devices).

The offeror should describe its capabilities and experience in working with multiple data bases (or that of its proposed key personnel or a subcontractor or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protégé arrangement) developed. The description should focus on one or more multiple data bases that the contractor has current or recent (last 3 years), first hand experience working with, structuring and maintaining. The greater the similarity to the FRA's multiple databases (as described in the SOW and illustrated here), the better. The description should clearly establish the size of the database (number of observations) maintained. Assuming at least 2500 observations per year, the greater the complexity and the greater the facility to manipulate and move back and forth, the greater the value. The level of complexity and interrelationships in both directions (forward and backward), should be described, as should the number and type of parent/child (children) relationships. The offeror should establish whether the multiple data base software can distinguish between the actual number of observations and the number of records, and if it maintains multiple records for a single observation (regardless of the number of records received). The description should address the system's ability to navigate with a broken chain or to rebuild chains; the use of multiple unique key structures; links to verify the quality of

product and missing files, capturing missing and duplicative files, and the production of a cyclic (e.g., monthly) clean data base. The offeror will need to describe what stringent deficiency prevention procedures (both manual and automated) are in place for the system described. This includes the ability to identify and exclude duplicate reporting of accidents and casualties which may present some difficulties considering that reports are received in hard copy, magnetic (diskettes) and electronic (Internet, email) formats. The offeror should describe what Receipts Control procedures are in place, and their effectiveness in insuring that any report, regardless of source and format, is accounted for during the processing life cycle. The offeror should describe its techniques in managing multiple data base systems in a production environment with multiple inputs. The offeror should describe its techniques and practices for using various computer languages depending upon existing software versus new software development.

(3) Resumes or Curriculum Vitae (CVs) for Key Personnel

Resumes/CVs should concentrate on the individual's education/technical training background and on his/her current or recent work experience (in the last 3 years) that is most reflective of the individual's knowledge, skills and abilities with respect to the requirements under the subject solicitation. The resume/CV must be signed and dated by the person identified therein.

(4) Project Management Plan

The offeror should describe how it intends to manage and operate the project in an effective and efficient manner to ensure that the work is done on time, within budget, and in accordance with the performance requirements and quality standards. The offeror should describe a project structure in which task assignments, roles, and responsibilities are clearly defined and delineated. The offeror should describe how it intends to administer, account for, report, and control the financial aspects of this contract. The offeror should describe any scheduling and time estimating tools and techniques it will use to meet the various time parameters for RAIRS, RIRS and GCIS. The offeror should discuss the techniques it will use to insure that production schedules are met, and software products and upgrades are delivered on time. The offeror should discuss management techniques to insure that the production and development are within the contracted amount. The offeror should describe its quality control and quality assurance programs, as they will apply to this project. The offeror should describe any process controls to eliminate waste or inefficiencies in its operations. The offeror should discuss techniques it uses to insure that its client is aware of progress in the contract, and that there is proper feedback to the client. The offeror should discuss the techniques it uses when a complaint is made about a product and process for resolution. The offeror should describe its internal procedures and processes that will ensure that FRA records and data, when required, are maintained in a secure and confidential manner. The offeror should describe how the project manager and functional managers will work to ensure continuity of operations, and maintain open communication within the organization and with its customers under the subject contract (the FRA and individuals/activities serviced).

Of additional interest to FRA is how the project will blend into the company's overall management organization. Appropriate diagrams, flow charts, or resource allocation descriptions should be provided to clearly describe the types of personnel to be employed at all levels of the project, the percentage of effort proposed for each (by job category or title), the organizational relationship (i.e., to whom the person/group of persons reports); and what responsibilities, other than FRA duties, would be expected of the person/group of persons. If subcontractors or party(s) to an SBA-approved joint venture agreement or SBA-approved mentor/protégé arrangement are proposed, the offeror should describe the division of time and task activities, functions or responsibilities to be conducted by the offeror and the other entity(s).

The offeror should describe its current in house staffing levels and the disciplines covered and its plan for new hires, if any, specific to this contracting action. The offeror should describe its ability and efforts to recruit, retain and advance the skill levels of qualified Information Technology specialists and key personnel.

The offeror shall identify (by name) the specific personnel to be assigned lead responsibilities in the project organization. These individuals should be considered "key" to the successful accomplishment of the contract effort and objectives. For the purposes of this contracting action, this should include, at minimum, (i) an individual designated as Project Manager (with overall responsibility for meeting or exceeding performance objectives and standards, and for the ultimate success of the project); and (ii) an individual designated as Web Master/Integrator (with overall responsibility for managing the FRA Safety Data and Safety Secure Internet sites); (iii) an Operations Manager (principally responsible for overseeing the day-to-day data management operations including receipts control, data entry, data editing and validation, quality control, master file maintenance, exception handling and help desk operations); (iv) A senior Systems Analyst (with responsibility for design and development of specifications for FRA's client and web-based applications); (v) A LAN Administrator responsible for the maintenance of the LAN, virus protection and integration to the FRA Washington File Server and FRA Safety Data web sites. One individual can be assigned to more than one position, provided the person proposed has the requisite capabilities and subject matter expertise, and the contractor can demonstrate to the satisfaction of the Government that the positions can be successfully filled by a single individual without a decline in service. For each key person identified, the offeror must indicate if the person is currently employed by the offeror and if not so employed, what kind of commitment or offer of employment has been made to assure his or her availability to this project.

#### L.6 PAST PERFORMANCE SUBMISSION INSTRUCTIONS

The following instructions establish the minimum acceptable requirements for submission of references and past performance information.

##### a. Purpose

Past performance information is relevant information, for source selection purposes, regarding a contractor's actions under previously awarded contracts.

Experience reflects **whether** the contractor has performed similar work before. Past Performance, on the other hand, describes **how well** the contractor performed the work. Past performance information can be one important indicator of the offeror's ability to successfully perform a proposed contract. It includes for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; its record of forecasting and containing costs; its adherence to contract schedules, including the administrative aspects of performance; its history of reasonable and cooperative behavior and commitment to customer satisfaction; and its business-like concern for the interest of the customer. The burden of proving acceptability of past performance is the responsibility of the offeror.

b. Contract Reference List

(1) As a separately bound part of its Proposal, the offeror is to provide **one original and one hard copy** of past performance information in the form of a contract reference list. The past performance information/contract reference list shall be furnished as part of the offeror's Proposal on or before the due date for receipt of proposals specified in the solicitation. The past performance information/contract reference list shall be comprised of the following-

(a) Identification of up to **four (4)** government (Federal, state or local) or commercial contracts/orders (each of which has/had an aggregate value of at least \$100,000) that the offeror\* has performed and asserts are relevant to the subject requirement and demonstrative of its capabilities to successfully perform substantially similar work. The greater the similarity in scope and complexity to the technical functions required in the subject solicitation/contract, the greater the relevancy. Aspects of relevance include the type of effort (e.g., in this instance, programming and data entry) and the type of requirement (e.g., in this instance, multiple database production, web site development using Oracle SQL server and SAS Internet, client software development using Visual Basic, Oracle SQL).

Contracts/orders advanced by the offeror should be either

- (i) on-going contracts/orders awarded within the last three (3) years (i.e., awarded on or after March 2000) and in which the contractor has performed for at least six months (at least since October 2002), or
- (ii) existing contracts/orders in which one or more options for the continuation of services previously furnished was exercised within the last 3 years (i.e., exercised on or after March 2000), or
- (iii) contracts/orders that ended within the last 3 years (i.e., ended after March 2000), but in which some part or all of the performance occurred between March 2000 and March 2003.

The more recent the performance, the better.

\*For the purposes of this contracting action, relevant past performance under these contracts/orders may be that of the offeror itself (as a prime contractor or a subcontractor) and its existing staff of key personnel, that of a proposed subcontractor, consultant or party to an SBA approved joint arrangement who will be directly involved under the subject contract, that of proposed

key personnel in their previous employment (and with whom a commitment of employment has been made and demonstrated to the Government), or a combination thereof -provided that the entity(s) or individual(s) will be performing the substantially same type of effort/requirement and in the substantially same capacity as that upon which the relevant past performance assertion is made. Although the offeror may identify past performance of its proposed key personnel or a subcontractor or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement in conjunction with this requirement and the information requested, within the context of this solicitation, there is a definite preference when the past performance is that of the offeror itself over that solely or primarily from key personnel proposed but not currently employed by the offeror, and there is an even greater preference when the past performance is that of the offeror itself and/or from key personnel proposed but not currently employed by the offeror, over that solely or primarily from a subcontractor or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement. See Section M. In the event the offeror itself and its existing staff of key personnel, or its subcontractors, consultants or party to an SBA approved joint arrangement, or any proposed key personnel has no contract/order record of what it considers relevant past performance within the last 3 years, the contractor should state that fact.

- (b) The offeror shall identify **one additional contract** as follows. Not including any of the contracts/orders identified immediately above in (a) as denoting relevant past performance, identify the **very first (1st)** government (Federal, state or local) or commercial contract/order (in strict chronological order regardless of its relevancy to the subject requirement) having an aggregate value of at least \$100,000, awarded to the offeror (and the offeror only) in calendar year (CY) 2002. If, and only if, no contract/order award of \$100,000 or more was made to the offeror in calendar year 2002, identify the **very 1st** government or commercial contract/order (in strict chronological order regardless of its relevancy to the subject requirement) having an aggregate value of at least \$100,000, awarded to the offeror (and the offeror only) in calendar year 2001 (again, not including any of the contracts/orders identified immediately above in (a) as denoting relevant past performance). If, and only if, no contract/order award of \$100,000 or more was made to the offeror in calendar year 2001, identify the **very 1st** government or commercial contract/order (in strict chronological order regardless of its relevancy to the subject requirement) having an aggregate value of at least \$100,000, awarded to the offeror (and the offeror only) in calendar year 2000 (again, not including any of the contracts/orders identified immediately above in (a) as denoting relevant past performance). If, and only if, no contract/order award (of any kind) having an aggregate value of \$100,000 or more was made to the offeror in calendar years 2002, 2001 or 2000, identify the **very 1st** government or commercial contract/order (in strict chronological order regardless of its relevancy to the subject requirement and not including any contract previously identified) having an aggregate value of at least \$25,000, awarded to the offeror (and the offeror only) in calendar year 2002. If none in CY 2002; then CY 2001. If none in CY 2001, then CY 2000. If the contractor has not received any

awards within the last 3 years having an aggregate value of a least \$25,000, the contractor should state that fact.

- (c) Identify any and all Federal Government contracts/orders, of any type, at any dollar value, held by the offeror or its predecessor companies, or its proposed subcontractors and consultants or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement, which were terminated for cause or for default (partial or complete) within the past three (3) years. For these contracts/orders, the offeror should include appropriate information on the basis for the termination or default and any corrective actions taken which would mediate FRA's consideration of this past performance.
- (2) This contract reference list of up to 5 contracts/orders worked on or completed in the last 3 years or currently in progress, must include the following information (for each contract/order):
    - (a) Contract title and brief description of ten lines or less;
    - (b) Name of awarding agency/firm and contract number;
    - (c) Contract type (cost-reimbursement, fixed price, or others);
    - (d) Final total price/cost (base, and base plus all options);
    - (e) Period of performance (base, and base plus all options);
    - (f) The name of two(2) agency/firm references or points of contact and their phone numbers and if applicable, their e-mail addresses; and
    - (g) Names and titles of any key personnel who performed under the referenced contract/order and who will also fill similar roles and duties under the subject solicitation/contract.
    - (h) A breakout of whether all or part (by a rough percentage) of the past performance record is that of the offeror itself and its key personnel, or that of the key personnel it is proposing for the subject contract but who are not currently under its employ, or its proposed subcontractors or consultants or party to an SBA-approved joint venture agreement or an SBA-approved mentor/protege arrangement who will be directly employed in the subject contract.
  - (3) The offeror is not to provide general information on its performance or capabilities (or that of key personnel, subcontractors/consultants, or other parties) under the identified contracts/orders. General performance information will be obtained from the references. The offeror may however, provide information on problems encountered in the identified contracts/orders and the demonstrated effectiveness of the offeror's corrective actions. The offeror may also describe any specific quality awards or quality certifications received in connection with the referenced contracts/orders. Each reference -inclusive of the information requested immediately above- shall be **one page** or less.
  - (4) One or more of the references identified by the offeror will be requested to complete a Contractor Performance Assessment Survey (**Attachment 6**) or consent to a telephone interview, using the survey as the focal point of the interview, or both. As the record of administrative data should be the same for both parties to the contract/order, and to expedite the process, the offeror may fill-in Part I - Administration of the survey prior to forwarding the document to its individual contract/order references. Any relevant contractor performance/customer evaluations previously prepared within the last three years by the agency/firm (the reference), and subsequent responses or rebuttals from the offeror/contractor, may be requested of the

reference to augment or furnished in lieu of the survey or interview. Offerors are reminded that a past performance rating is not a precise mechanical process and will usually include some subjective judgment. It is an comparative evaluative process that seeks to identify the level of risk associated with each competing offeror. The resulting evaluation is a reflection of the degree of confidence the Government has in the offeror's likelihood of success.

- (5) As early as possible in the proposal preparation phase, offerors should send their references a letter -in effect- authorizing its private sector reference to provide past performance information and alerting its government references that information will be requested from another government agency. References must be advised that they are to return the survey directly to the FRA and not to the offeror seeking a reference, nor are they return a duplicate to the offeror. This does not preclude the reference from advising the offeror that a survey was completed and submitted, or an interview conducted, if it so chooses. To ensure frank and open evaluations and expressions of opinions by evaluators or others, all parties are advised that the identity of respondents completing the survey will be held in confidence and will not be released or disclosed to the contractor or outside the Government. However, as specified under FAR 15.306, conditions may exist in which the contractor may be provided an opportunity to discuss adverse past performance information on which the offeror has not had a previous opportunity to comment.
- (6) The offeror must ensure that points of contact, telephone numbers, fax numbers, e-mail addresses, and mailing addresses for its listed contract/order references are current, complete and accurate. Significant problems detected in checking references provided by the offeror will generally be considered a lack of due diligence on the part of the offeror and may be considered in the selection process.
- (7) The Government may use past performance information obtained from other than the sources identified by the offeror and the information obtained may be used for assessing performance risk, making a responsibility determination, and making a best value decision.

#### L.7 BUSINESS/COST/PRICE PROPOSAL INSTRUCTIONS

The Business/Cost/Price Proposal is a synthesis of all performance and cost related issues. The Business/Cost Proposal shall consist of two distinct subsections: (i) Business Data, prepared in accordance with the instructions in paragraph a. below; and (ii) Cost/Price, prepared in accordance with paragraph b. below. Because of the differences in

This was never completed.

a. Business Data

The offeror shall prepare and submit business data, in the manner specified below. Except as specifically described in subparagraph (1)(ii) below, only **one (1) original** is required for the various documentation to be furnished as described in paragraphs (1) - (5), below.

(1) THE SIGNED OFFER

(i) **Original signed** copy of this RFP. This shall include Section A through Section K only. (Section L and Section M should be deleted from the offeror's proposal submission.) Ensure that an individual authorized to bind the offeror/offeree's organization signs the offer in Block 17 of Page 1 of the RFP (Standard Form (SF) 33 "Solicitation, Offer and Award Document"), and acknowledges receipt of any and all amendments issued. This document form, which may be used as part of the contract award vehicle, shall be fully executed and returned as the signed offeror. This document form shall not be embellished with any covers or binding. Special attention should be taken to accurately enter the cost/prices required in Section B, and to complete all Representations and Certifications in Section K.

(ii) **Five (5) copies** of Section A and Section B only.

(2) TERMS AND CONDITIONS - The proposal shall stipulate that it is predicated upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that its offer is firm for a period of at least 90 days from the date of receipt of offers specified in the RFP, or the offeror shall insert 90 days in Block 12 of Page 1 of the RFP(SF 33). If the offeror makes any qualifications to any provisions or terms in the RFP, all such qualifications shall be listed in a cover letter to this portion of the proposal.

(3) AUTHORITY TO CONDUCT NEGOTIATIONS - As required by Section K, the proposal shall list the names and telephone numbers and email addresses of persons authorized to conduct negotiations.

(4) ELIGIBILITY TO PARTICIPATE - As this is a competitive procurement restricted to eligible 8(a) firms, as prescribed in this solicitation, the offeror shall furnish appropriate documentation to establish its eligibility to participate in and compete for award under this contracting action. Offers that do not meet the criteria prescribed in the solicitation will not be considered. Offerors that do not meet the eligibility criteria prescribed in the solicitation will be ineligible to participate in and compete for award under this contracting action.

- (i) The offeror shall furnish a copy of its certification or other acceptable proof from the Small Business Administration (SBA) for participation in the SBA's 8(a) Program. The certification should specify entry and graduation dates.

*Be advised. The offer will not be considered if the offeror is not certified under the 8(a) Program at the time of submission of offer, or if it has graduated from the program at the time of submission of offer.*

- (ii) The offeror must meet each and all of the following criteria at the time of submission of offer:

- NAICS code is 541511 (Computer Programming Services) must be specifically included in the offeror's approved business plan from SBA.

*Be advised. The offer will not be considered if the designated NAICS code is not in the offeror's certification or other acceptable proof from SBA.*

- The offeror must be in conformance with the 8(a) support limitation set forth in its approved business plan. By submission of its offer, the offeror represents that it meets this criteria.

*Be advised. The offer will not be considered if it is subsequently determined that the offeror is not in conformance with the 8(a) support limitation set forth in its approved business plan.*

- The offeror has its principal office or a purposeful servicing office in the Greater Washington [DC] Metropolitan Area. By submission of its offer, the offeror represents that it meets this criteria.

*Be advised. The offer will not be considered if it is subsequently determined that the offeror does not have its principal or a purposeful servicing office in the Greater Washington [DC] Metropolitan Area.*

- The offeror is in conformance with the Business Activity Targets set forth in the approved business plan on file and serviced by the U.S. Small Business Administration Washington District Office. The offeror shall furnish appropriate proof from SBA establishing that it has an approved business plan on file with and is serviced by the SBA Washington District Office.

*Be advised. Competition is limited to 8(a) concerns serviced by the SBA Washington District Office. The offer will not be considered if the offeror's approved business plan is on file with and serviced by an SBA District or Regional Office other than the SBA Washington District Office.*

- (iii) An otherwise eligible 8(a) concern that seeks to enter into a

joint venture agreement or mentor-protégé arrangement for the purpose of performing this specific 8(a) contract, must first obtain SBA approval of the joint venture or mentor-protégé arrangement. To participate in and compete for award under this contracting action under either a joint venture agreement or a mentor-protégé arrangement, the offeror must have written approval from SBA at the time of submission of offer. The offeror shall submit a copy of the SBA approval with its proposal.

*Be advised. SBA approval of a joint venture agreement notwithstanding, any 8(a) concern seeking to contract under a joint venture would be well-served to clearly establish in its proposal that it brings more to the joint venture relationship -in terms of resources and expertise- than its 8(a) status. The offer, as a joint venture, will not be considered if the joint venture agreement or mentor-protégé arrangement is not approved by SBA at the time of submission of offer.*

- (iv) Any person or entity that misrepresents its status as a "small business concern owned and controlled by socially and economically disadvantaged individuals" in order to obtain any 8(a) contracting opportunity will be subject to possible criminal, civil and administrative penalties, including those imposed by section 16(d) of the Small Business Act, 15 U.S.C. 645(d).
- (5) FINANCIAL CAPACITY - The offeror shall provide sufficient data to indicate that it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of the contractor and affiliated concerns should be utilized).
- (6) PERFORMANCE CAPABILITY - The offeror shall provide acceptable evidence of its possession or "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these resources are not represented in the offeror's current operations, they should normally be supported by commitment or explicit arrangement, in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources. The offer shall furnish written letters of commitment from key or essential personnel that it is proposing under the subject solicitation. The offeror should also provide the names of any subcontractor(s), consultant(s) or party(s) to any partnering arrangements proposed under this contracting action (and provide each entities' business size or socioeconomic characteristics). In addition, the offeror shall indicate its ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as Government.

An estimate on the types and quantities of labor are required to perform this contract is provided as **Attachment 4**. This is provided for information purposes only. The labor hours and labor mix the offeror chooses to propose is a business decision that the offeror is responsible for making based on the work requirements and its technical

and occupational judgement. Also note this solicitation/contract is subject to the Service Contract Act. The applicable Wage Determination (No. 94-2104) is at **Attachment 6**.

b. Cost/Price

SUBMISSION OF COST AND PRICING DATA, OR  
INFORMATION OTHER THAN COST AND PRICE DATA

For the purposes of this RFP, "cost and pricing data," or "information other than cost and price data," as defined in FAR 15.401, need not be obtained unless it is determined that none of the exceptions in FAR Subparts 15.4 - Contract Pricing applies for the submission of either type or data, as applicable, or it is necessary for determining the reasonableness of the price or evaluating cost realism. When adequate price competition exists, generally no additional information will be necessary to determine the reasonableness of price. However, if it is concluded that additional information is in fact necessary to determine the reasonableness of price, the contracting officer shall, to the maximum extent practicable, obtain the additional information from within the Government or from sources other than the offeror, or if necessary, from the offeror. In addition, the contracting officer may request information to determine the cost realism of competing offers or to evaluate competing approaches, or information on the adequacy of the offeror's accounting system, and compliance with cost principles acceptable to the Federal Government. The offeror and any subsequent contract awarded may be subject to audit by the cognizant Government audit agency (Defense Contract Audit Agency, etc.).

The offeror shall complete Section B of the solicitation and submit it as specified above. For costing/pricing purposes, offerors may assume that award will occur on or about July 31, 2003.

For the purposes of this RFP, in addition to filling-in its pricing in Section B, the offeror shall provide the following information other than cost and price data, using its own format:

- A breakout, for each 12-month performance period under the contract, of its proposed. . .

direct labor categories;  
direct labor hours (by labor category (prime & others, separated))  
direct labor rates (hourly);  
escalation rate, if applicable  
other direct cost  
indirect rates;  
profit margin (base measure of fee (extended neutral value))

- A breakout, for each CLIN under the contract, of its proposed. . .

direct labor categories;  
direct labor hours (by labor category (prime & others, separated))

L.8 ADDITIONAL INSTRUCTIONS

- a. Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.
- b. The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 TECHNICAL EVALUATION

- a. Technical proposals will be evaluated in accordance with the evaluation factors and sub-factors set forth below.

Technical Evaluation Factors 1 and 2 are listed in descending order of relative importance (highest to lowest). Factor 1 is significantly more important than Factor 2.

Within Factor 1, Sub-factor A is slightly more important than Sub-factors B.

Within Factor 1, Sub-factor A, Sub-level-factors (i) through (vii) are in descending order of relative importance (highest to lowest). Within Factor 1, Sub-factor A, Sub-level-factors (i) through (vii), each subsequent lower level item (i.e., bullet) is of approximately equal importance, within the context of its respective, Sub-level-factor parent. Within Factor 1, Sub-factor B, Sub-level-factors (i) through (ix), are in descending order of relative importance (highest to lowest).

Within Factor 2, Sub-factor A is slightly more important than Sub-Factor B, and Sub-Factor B is slightly more important than Sub-Factor C.

(1) Oral Presentation:

(A) CD ROM(s) Demonstration of Data Entry Type Client-Base Software.

- (i) Data Management.
  - Field Level Checks-
  - Duplicate Prevention-
  - File Maintenance-
- (ii) User Interface.
  - Menuing-
  - Navigation-
  - Screen Layout-
- (iii) Utilities.
  - Data Delivery Options-
  - Administrative-
- (iv) User Support.
  - Documentation-
  - Technical Support-
  - Data Security-
  - Training-
- (v) Query And Reports.
  - Query Facility-
  - Output Reports-
- (vi) Installation.
  - Ease of Installation-
  - Convenience-
  - Protection-
- (vii) Setup & Configuration.
  - Convenience -

(B) Internet Site(s) Demonstration.

- (i) Interrogation (Query) Capabilities.
- (ii) Query Engine Performance.
- (iii) Interactive Data Entry and Editing.
- (iv) Interactive Data Management.
- (v) Graphical Capabilities.
- (vi) Output Report Quality.
- (vii) Data Availability.
- (viii) Overall Design.
- (ix) Speed.
- (x) Navigation.
- (xi) Organization.
- (xii) Main Page.
- (xiii) User Support.
- (xiv) Section 508 Compliance.

(2) Written Narratives:

- (A) Multiple Database Production Capability and Experience
- (B) Resumes or Curriculum Vitae (CVs) for Key Personnel
- (C) Project Management Plan

b. Section L provides instruction on the types of information which should be addressed in the offeror's technical proposal for each of the technical evaluation factors and sub-factors identified above in M.1.a., above. Sections C through I and attachment/exhibits identified in Section J, provide the work requirements and standards of performance, and the terms and conditions of the solicitation. All must be considered in the preparation of offers.

M.2 PAST PERFORMANCE EVALUATION

a. Past Performance will be evaluated in accordance with the evaluation factor and sub-factors set forth below.

Past Performance Evaluation is a single Factor. Sub-factors A through Sub-factor C are listed in descending order of relative weight and preference (highest to lowest).

Past Performance Evaluation Factor:

- (A) Relevant Corporate Performance by the Offeror.
- (B) Relevant Performance by Key Personnel.
- (C) Relevant Performance by Subcontractors or Parties to Joint Venture Agreement or Mentor/Protégé Arrangements.

Once past performance information is gathered (from contract/order references as identified by the offeror, or from other sources available to the Government who may have useful and relevant information), the Government will access the relevancy and quality of the past performance and the ratings and statements of references or others queried. Greater weight will be given to successful relevant performance by the offeror, key personnel proposed by the offeror, and subcontractors or parties to joint venture agreement or mentor/protégé arrangements, over less relevant

successful performance by these entities or persons. Greater weight will be given to successful relevant performance by the offeror and its in-house key personnel (who contributed to the successful performance record and who are proposed under the subject), over key personnel proposed by the offeror but not currently employed by the offeror. The more similar the work under the successful performance record is to the subject requirement (in terms of scope, complexity and value), the greater its impact (regardless of whether provided by the offeror, key personnel, or subcontractors or parties to joint venture agreement or mentor/protégé arrangements). The more recent the successful performance record, the greater its impact (regardless of whether provided by the offeror, key personnel, or subcontractors or parties to joint venture agreement or mentor/protégé arrangements).

On the rare occasion that there is no information on past contract performance, or no relevant experience exists in the offeror's organization, the offeror's lack of past performance will be treated as an unknown performance risk. In such an instance, past performance will be treated as neutral minus, that is to say the offeror will be evaluated less favorably on the factor of past contract performance. This will be accomplished by assigning the offeror(s) without a performance record the arithmetic mean of the [administrative] evaluator scores times 80% assigned to all offerors with past performance records in any quantitative rating used, or its equivalent value in any adjectival rating used (e.g., "fair").

b. Past performance is secondary to technical merit.

### M.3 BUSINESS/COST PROPOSAL EVALUATION

- a. All proposals, except for those determined to be technically unacceptable, or eliminated as ineligible to participate and compete for award under this restricted 8(a) competitive solicitation, will be evaluated for price reasonableness and realism to the extent required under and in accordance with FAR Subpart 15.4 -- Contracting Pricing.
- b. While secondary to both technical merit and past performance, evaluated cost to the Government will be considered as set forth below in subsection M.6 "AWARD CRITERIA."

### M.4 EXCHANGES AND THE COMPETITIVE RANGE

Exchanges with offerors after receipt of proposals (to include oral presentations) will be conducted in accordance with FAR 15.306. Notice is hereby provided that the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as may be necessary, as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from both a cost or price, and a technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are to be conducted, the Government will establish a competitive range. If established, the competitive range will be comprised of all of the most highly rated proposals (based on the ratings of each proposal against all evaluation criteria), unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2). If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient

competition among the most highly rated proposals.

M.5 EVALUATION OF OPTIONS AND PRICING

- a. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
- b. In accordance with FAR 15.401(g), unbalanced pricing may increase prices. For the purposes of this solicitation, unbalanced pricing exists when, despite an acceptable total evaluated price the base period, the price of one or more contract line items or the total evaluate priced for other contract periods or all periods combined, is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.6 AWARD CRITERIA

- a. Award will be made to that responsible offeror whose proposal provides the best value to the Government.
- b. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Technical evaluation is significantly more important than past performance and as such, paramount consideration shall be given to technical quality rather than past performance. Past performance is significantly more important than cost or price and as such, paramount consideration shall be given to past performance rather than cost or price. Cost and other factors will be secondary to technical excellence and past performance except in the case where the technical quality and past performance record and ratings between offerors is considered approximately the same, then cost or other considerations may become the determining factor in award selection. Tradeoffs, as described in FAR Part 15, are also allowed.
- c. Evaluation of an offeror's proposal shall be based on the information presented in the proposal; however, the Government may consider information outside of that presented in the proposal relating to an offeror's responsibility or past performance.
- d. An offeror must be acceptable in all evaluation factors to be considered eligible for award.
- e. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Further, the proposed contract requires the delivery of data; consequently, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgement on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction

potential" when a weakness, significant weakness, or deficiency, as defined in FAR 15.301, is identified.