SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶	RATING	PAGE 1	OF PAGES 54

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	DTFT60-08-R-00003	☐ SEALED BID (IFB) XX NEGOTIATED (RFP)	12/19/ 2007	

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
DOT/FEDERAL TRANSIT ADMINISTRATION OFFICE OF PROCUREMENT 1200 NEW JERSEY AVENUE, S.E., TAD-40, ROOM E42-320 WASHINGTON, D.C. 20590	Dorice Kenely Dorice.Kenely@dot.gov

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

SOLICITATION

9. Refer to Section L.5 of this Solicitation for specific information on the submission of offers. All offers, and associated documents, are to be received in the place specified in Block 7 above, by no later than 4:00 P.M. on 1/22/2008

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

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE		EXT.	
	Dorice Kenely	202	366-3750		Dorice.Kenely@dot.gov

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)* ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	1/04/2008		

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

15B. TELEPHONE NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C. 2304(c) (X) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶	ITEM Section G.

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

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
James Harper, Jr	*(Signature of Contracting Officer)*	

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES, AND PRICES/COST

B.1 SUPPLIES/SERVICES

The Federal Transit Administration (FTA) is one of the eleven modal administrations within the U.S. Department of Transportation (DOT). FTA evaluates grantee effectiveness in carrying out project obligations under a grant agreement that is signed by FTA and the grantee after project approval. A site inspection may follow up on events that impact a grantee's project or may take the form of a review focused on laws, regulations, or agreements. To effectively measure grantee effectiveness, FTA has a need for technical assistance services on a recurring basis in the following oversight program area: Procurement System Reviews (PSR). These services are vital to the support of the FTA mission.

The objectives of the procurement system review is to examine how recipients of Federal Transit Administration funds comply with statutory and administrative requirements for procurement, especially those that are included in the Annual Certifications and Assurances submitted by grantees. The Procurement System Review examines 55 elements to determine if FTA grantees are meeting FTA procurement requirements and to identify corrective actions if a grantee is not meeting the requirements. In addition to helping evaluate grantees, the review gives FTA an opportunity to provide current information to grantees on the latest FTA procurement requirements and also aids FTA in reporting to the Secretary, Congress, other oversight agencies and the transit community. The following are required skill sets that must be demonstrated in proposals received in response to this RFP: Project Management and Procurement Analysts.

FTA intends to award four (4) contracts to small business concerns for the Procurement System Review Program. The length of all contracts will be for five (5) years. The contracts will be hybrid in nature in that there are some fixed price line items and some Time and Materials line items. The requirements for the first year are known and will be issued upon award of the four (4) contracts. However, as it is difficult to identify the number of grantees in subsequent years, an Indefinite Delivery Indefinite Quantity (IDIQ) requirement and Not To Exceed (NTE) amounts will be established up front for each additional year (See Section B). Quantities for award of the first year and subsequent years are included in Section B below. Instructions for proposal preparation are included in Section L.

During the period of performance of the first year and each year thereafter, FTA will issue a Competitive Request for Proposal (RFP) and task orders will be awarded to each of the four (4) contractors based within the pre-established NTEs or FFPs as stated in each contract award. Quantities for award of the first year and subsequent years are included in Sections B and C below. Instructions for proposal preparation are included in Section L.

Below is a summary of how each line item will be addressed given the hybrid nature of the contract.

CLIN 0001- Procurement System Review Reports- In the first year, each contractor will receive requirements for review reports based on proposals submitted in response to this RFP. The number of review reports (not to exceed Total of twelve (12) Large Grantees), assigned will be distributed to each of the contractors as depicted in Section B.2.1. Therefore, offerors are required to submit a Firm Fixed Price (FFP) for the number of reports indicated in Section B for the first year.

Subsequent Years: Offerors are to propose a FFP for up to the number of reviews listed in Sections B.2.1 through B.2.5 for each subsequent year. This will serve as a NTE price for the number of reviews estimated. During the period of performance of the first year and each subsequent year, a competitive RFP will be released to the contractors containing the exact number and location of reviews. Each of the four (4) selected contractors will submit proposals and FTA will award a FFP task order within the NTE amounts for this line item to one or more successful offerors based on past performance and price.

This line item includes incidental Other Direct Costs (ODCs).

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs).

CLIN 0002– Procurement System Review Workshops- In the first year, FTA will conduct 4 workshops at the following locations; Chicago, Denver, Atlanta and New York. The contractor will provide logistical support during the conduct of these workshops. Offerors are to propose a FFP for the requirements contained in Section C for these workshops. One lead contractor will be selected to provide logistical support for these workshops based on the proposals submitted in response to this RFP.

Subsequent years: One (1) contractor will be selected to provide logistical support during the conduct up to five (5) Procurement Systems Review Workshops (locations TBD). Offerors should propose a FFP for each of the five (5) workshops considering an even distribution of east and west coast locations. During the period of performance of the first year and each subsequent year, a competitive RFP will be released containing the exact number and location of reviews. Each of the four (4) selected contractors will submit proposals and FTA will award a FFP task order within the NTE amounts for this line item to one successful offeror based on past performance and price.

This line item includes incidental Other Direct Costs (ODCs).

Contractors not selected as the leader for this CLIN in each year, will provide program support to the selected contractor under CLIN 0004 – Program Support (OPS) and Special Assignments.

CLIN 0003- Lower Manhattan Recovery Office (LMRO) Support- This is a Time and Materials (T&M) line item. The requirement for the each year is up to 1,000 labor hours. One contractor

will be selected each year to satisfy the requirements of this line item. In the first year, one contractor will be selected based on proposals submitted in response to this RFP. Offerors should propose NTE amounts for a maximum of 1,000 labor hours per year in accordance with Section L.

Subsequent years: One contractor will be selected based on release of a competitive RFP which will be negotiated and awarded on a T&M NTE basis. Selection will be made based on past performance for all CLINs and price.

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs). See Section C for line item quantities.

CLIN 0004- Program Support (OPS) and Special Assignments- This is a Time and Materials line item. Each year, the number of hours expended by each contractor will vary. All contractors should propose NTE amount for a maximum of 600 hours per year in accordance with Section L.

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs).

CLIN 0005- Monthly Progress Reports (NSP)- This item is Not Separately Priced (NSP). The price for monthly progress reports is to be included in the items 0001-0004 above.

CLIN 0006- Travel- An NTE of $200,000 is established in Section B for each contractor for each year. See Section G.

SECTION B.2 PRICE SCHEDULE

Section B.2.1 - Contract Year 1 – **Prices shall cover the period from the effective date of contract award through twelve (12) months thereafter.**

CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0001	**Procurement System Review Reports**				
0001a.	Large Grantee	EA	NTE 3		
0001b	Medium/Small Grantee	EA	NTE 3		
0001c	Follow-Up Reviews	EA	NTE 1		
0002	**PSR Workshops**	EA	4		
0003	**LMRO Support**	Labor Hours	1000	NTE	
0004	**Program Support and Special Assignments**	Labor Hours	600	NTE	
0005	**Monthly Progress Reports**	EA	12	NSP	NSP
0006	**Travel**			NTE	$200,000

The chart below depicts FTA's intention of the distribution of reports to each of the 4 selected contractors.

	Large Grantee	Medium/Small Grantee	Follow-up Review	Total
Contractor A	3	3	1	7
Contractor B	3	3	1	7
Contractor C	3	3	1	7
Contractor D	3	3	1	7
Total	12	12	4	26

SECTION B.2 PRICE SCHEDULE

Section B.2.2 - Contract Year 2 – **Prices shall cover the period from the effective date of Task Order Award through twelve (12) months thereafter.**

CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0007	**Procurement System Review Reports**				
0007a	Large Grantee	EA	NTE 11		
0007b	Medium/Small Grantee	EA	NTE 12		
0007c	Follow-Up Reviews	EA	NTE 4		
0008	**PSR Workshops**	EA	NTE 5		
0009	**LMRO Support**	Labor Hours	NTE 1000	NTE	
0010	**Program Support and Special Assignments**	Labor Hours	NTE 600	NTE	
0011	**Monthly Progress Reports**	EA	12	NSP	NSP
0012	**Travel**			NTE	$200,000

Section B.2.3 - Contract Year 3 – **Prices shall cover the period from the effective date of Task Order Award through twelve (12) months thereafter.**

CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0013	**Procurement System Review Reports**				
0013a	Large Grantee	EA	NTE 11		
0013b	Medium/Small Grantee	EA	NTE 12		
0013c	Follow-Up Reviews	EA	NTE 4		
0014	**PSR Workshops**	EA	NTE 5		
0015	**LMRO Support**	Labor Hours	NTE 1000	NTE	
0016	**Program Support and Special Assignments**	Labor Hours	NTE 600	NTE	
0017	**Monthly Progress Reports**	EA	12	NSP	NSP
0018	**Travel**			NTE	$200,000

SECTION B.2 PRICE SCHEDULE

Section B.2.4 - Contract Year 4 – **Prices shall cover the period from the effective date of Task Order Award through twelve (12) months thereafter.**

CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0019	**Procurement System Review Reports**				
0019a	Large Grantee	EA	NTE 11		
0019b	Medium/Small Grantee	EA	NTE 12		
0019c	Follow-Up Reviews	EA	NTE 4		
0020	**PSR Workshops**	EA	NTE 5		
0021	**LMRO Support**	Labor Hours	NTE 1000	NTE	
0022	**Program Support and Special Assignments**	Labor Hours	NTE 600	NTE	
0023	**Monthly Progress Reports**	EA	12	NSP	NSP
0024	**Travel**			NTE	$200,000

Section B.2.5 - Contract Year 5 – **Prices shall cover the period from the effective date of Task Order Award through twelve (12) months thereafter.**

CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0025	**Procurement System Review Reports**				
0025a	Large Grantee	EA	NTE 11		
0025b	Medium/Small Grantee	EA	NTE 12		
0025c	Follow-Up Reviews	EA	NTE 4		
0026	**PSR Workshops**	EA	NTE 5		
0027	**LMRO Support**	Labor Hours	NTE 1000	NTE	
0028	**Program Support and Special Assignments**	Labor Hours	NTE 600	NTE	
0029	**Monthly Progress Reports**	EA	12	NSP	NSP
0030	**Travel**			NTE	$200,000

SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT

Note: Refer to Sections B.2.2 through B.2.5 for appropriate line items for all subsequent years.

The Procurement System Review (PSR) scope requires the contractor to conduct a series of interviews, full transaction reviews and appropriate substantive tests. The contractor shall recommend whether the grantee's procurement system meets the requirements of FTA Circular 4220.1E entitled "Third Party Contracting Requirements" and the Common Rule (49 CFR Part 18.36). If this FTA Circular is revised or updated, the contractors will use the most current version. The objective of this procurement is to encourage and facilitate improved grantee procurement operations through performance of grantee procurement system reviews by expert contractors. A Procurement System Review Contractor's Guide posted on FTA's public web site, http://www.fta.dot.gov/funding/oversight/grants_financing_100.html, has been developed which includes instructions, definitions and terminology, statutory and administrative requirements, reference documents, guidance on necessary documentation to provide an audit trail, information, source documents to be analyzed to determine deficiency with each review item, data collection forms and tests to be performed and the format of the Procurement System Review reports. The contractor will be performing Procurement System Reviews of grantees of various sizes.

CLIN 0001- Procurement System Review Reports (FFP)

Four (4) contractors will be selected for the first year and one or more contractors will be selected for subsequent years through competitive task orders. Selection will be made based on price and past performance for all CLINs.

- ***REVIEW PROCUREMENT SYSTEMS OPERATIONS***

The contractor will perform in-depth analysis of grantee procurement operations. The contractor will review specified FTA grantees' procurement systems operations against standards issued by FTA and prepare written reports detailing its findings and recommendations for corrective actions of any identified deficiencies. The contractor coordinates with the FTA's Program Manager and regional Procurement System Review coordinators in each region to accomplish the following steps:

1. Coordinate with Regional Offices and Grantees
2. Conduct desk review;
3. Schedule site visit;
4. Prepare agenda package;
5. Review documents provided by the grantee prior to the site visit;
6. Conduct site visit;
7. Prepare draft report;
8. Prepare draft final report;
9. Prepare final report;

10. Input findings into OTrak;
11. Prepare worksheets review documentation on file; and
12. Suggest to the grantee corrective actions.

The large grantees are defined as the locations listed on the "Top 30" list (Attachment J-3). FTA intends to continue conducting Procurement Systems Reviews of the Top 30 grantees on a triennial basis. The small to medium size grantees are defined, as all others not listed in the "Top 30" list. The small to medium size grantees locations will be selected based upon the annual risk assessment.

- ***PREPARE DRAFT, DRAFT FINAL, FINAL PROCUREMENT SYSTEM REVIEW REPORTS***

Contractors shall submit the draft report to the appropriate Regional Office and the COTR within 30 calendar days of the site visit. The report shall be submitted in hard copy and electronically. Regional Offices and COTR will have seven days to submit comments on the draft report to the contractor. Contractors shall submit the draft final report within 10 calendar days of the receipt of comments and suggested changes from the appropriate Regional Office and the COTR. The Regional Administrator will transmit the draft final report to the grantee following the contractor revisions as necessary. The grantees will have 30 calendar days to submit comments and corrective action plans to the Regional Offices. The Regional Offices will forward the grantee comments to the contractor. The contractor shall incorporate the grantee's comments into the final report. The contractor shall review the grantee's comments and respond in the final report of the acceptability of the grantee's proposed corrective actions. If the corrective actions are not acceptable, the contractor shall follow-up with the grantee, Regional Office, and COTR to discuss the steps that need to be taken. Contractors shall submit the final report to the appropriate Regional Office and the COTR within 10 calendar days after receipt of the grantee's comments. The contractor shall submit an electronic version (CD) with each the reports. Throughout the Procurement System Review process, contractors shall organize all worksheets and supporting Procurement System Review documentation in a systematic and organized fashion. Following the contractor revisions as necessary, the Regional Administrator will transmit the final report to the grantee.

Distribution of Procurement System Review Draft, Draft Final, and Final Reports

Deliverable:

Distribution quantities of the reports to be made by the contractors by overnight mail shall be as follows:

	DRAFT REPORTS	DRAFT FINAL AND FINAL REPORTS	Electronic (Disk or CD) For each report
Contracting Officer - FTA/TAD-40	1	1	0
COTR – FTA/TPM-41	1	3	1
Regional Administrator	3	6	1

- ***DOCUMENT THE REVIEW***

The Procurement System Review files maintained in the Regional Office must reflect a thorough examination of each review item. Therefore, the contractor must provide all worksheets and supporting documentation of a Procurement System Review for the files in the Regional Office in order to provide a clear audit trail justifying a determination of compliance or deficiency with the requirement under review. The files shall be submitted no later than 30 days following the submission of the final report.

Closeout Findings- The Contractor will provide technical assistance that should support the Regional Office in closing the procurement system review findings. The Contractor shall close as many procurement system review findings as possible on-site and will follow up on findings for closure for up to 90 days after the site visit.

- ***ENTER PROCUREMENT SYSTEM REVIEW DATA INTO THE OVERSIGHT TRACKING SYSTEM (Otrak)***

The OTRAK is a web application used by FTA and contractor staff involved in the review of FTA grant recipients. OTRAK offers real-time access to oversight (including procurement system reviews) data and summary reports. It is becoming the system of record for many of the oversight reviews conducted by FTA. The contractor shall enter findings into Otrak within 30 days of the submission of the final report to the region. This data consists of grantee name and location, dates of desk review and site visit, and the findings for each review item. The contractor shall coordinate this effort with the regional Procurement System Review coordinator.

- ***PROCUREMENT SYSTEM REVIEW FOLLOW-UP REPORTS***

On occasion, a Procurement System Follow-Up Review may be required. Under this task, the contractor may be assigned to review or investigate specific problems covered in the Procurement System Review final report. The follow-up review will be conducted by the contractor to ensure that the grantee has put in place the improvements to the grantee procurement system as noted in the final report. Under this task the contractor will provide FTA written reports on the special follow-up.

- ***PREPARE DRAFT, DRAFT FINAL, FINAL PROCUREMENT SYSTEM FOLLOW UP REVIEW REPORTS***

Contractors shall submit the draft report to the appropriate Regional Office and the COTR within 15 calendar days of the site visit. The report shall be submitted in hard copy and electronically. Regional Offices and COTR will have 7 calendar days to submit comments on the draft report to the contractors. Contractors shall submit the draft final report within 10 calendar days of the receipt of comments and changes from the appropriate Regional Office and the COTR. The Regional Administrator will transmit the draft final report to the grantee following the contractor revisions as necessary. The grantees will have 30 calendar days to submit comments and corrective action plans to the Regional Offices. The Regional Offices will forward the grantee comments to the contractor. The contractor shall incorporate the grantee's comments into the final report. The contractor shall review the grantee's comments and respond in the final report of the acceptability of the grantee's proposed corrective actions. If the corrective actions are not acceptable, the contractor shall follow-up with the grantee, Regional Office, and COTR to discuss the steps that are needed to be taken. Contractors shall submit the final report to the appropriate Regional Office and the COTR within 10 calendar days after receipt of the grantee's comments. Throughout the Procurement System Review process, contractors shall organize all worksheets and supporting Procurement System Review documentation in a systematic and organized fashion. Following the contractor revisions as necessary, the Regional Administrator will transmit the final report to the grantee.

- ***DISTRIBUTION OF PROCUREMENT SYSTEM REVIEW DRAFT, DRAFT FINAL, AND FINAL REPORTS***

Deliverable:

Distribution quantities of the reports to be made by the contractors by overnight mail shall be as follows:

	DRAFT REPORTS	**DRAFT FINAL AND FINAL REPORTS**	**Electronic (Disk or CD) For each report**
Contracting Officer - FTA/TAD-40	1	1	0
COTR – FTA/TPM-41	1	3	1
Regional Administrator	3	6	1

CLIN 0002- Procurement Technical Assistance Workshops (FFP)

One Contractor will be selected annually to provide logistical support for this effort. In the first year, four 2-day Procurement Technical Assistance Workshops will be held as follows: Chicago, Denver, Atlanta and New York. In subsequent years, up to 5 locations may be chosen. The purpose of these workshops are to bring together transit professionals, staff from Headquarters and the regional offices as well as Contractors who are involved in the oversight of procurement system programs to share ideas on improving FTA's oversight programs. The Contractor shall provide logistical support in conducting this meeting for 40 to 50 people.

The workshops are designed to help attendees broaden their understanding of the Federal rules and regulations that shape and define their programs. It is anticipated that up to 5 workshops will be held annually at these locations: Boston, MA, New York, NY, Philadelphia, PA, Atlanta, GA, Chicago, IL, Fort Worth, TX, Kansas City, MO, Denver, CO, Los Angeles, CA, San Francisco, CA, Seattle, WA and Washington, D.C.

Logistical Support. The Contractor shall be responsible for the logistical planning of the meeting. These activities will include:

- Attendee registration and follow-up;
- Scheduling and contracting hotel arrangements with a main meeting room holding up to 50 people
- Hotel services including refreshments, a working lunch, as well as a modest hospitality suite for the evening;
- Logistical support during the meeting including audio-visual equipment The Contractor will be responsible for developing an oversight resource meeting workbook with handout materials for the meeting. These will include, but not be limited to:

    - Meeting resource workbooks
    - Agendas

- Copies of the presentation materials
- Pre-seminar assessments
- Post seminar assessments

The Contractor will tabulate seminar assessments and evaluations and will provide the results of these tabulations to the COTR.

CLIN 0003- LMRO Support (T&M)

The purpose of this CLIN is to continue to identify potential risks associated with the projects that are necessary for the rebuilding of New York City revitalization effort. One contractor will be selected each year to support this line item. Collaboration with other FTA oversight contractors (Project Management Oversight and Financial Management Oversight) to identify specific procurement risks associated with the New York recovery projects will be necessary. These projects may be 100 percent federally funded, and will have expedited processes to the extent practicable. The contractor is responsible for safeguarding against potential for fraud, waste or abuse in these government procurements. There is a heightened need for contractor personnel to be aware that fraud, waste and abuse may occur with regard to any MTA, PANYNJ or other project sponsor contract actions. The contractor's personnel will need to be able to make recommendations to FTA for preventive measures or actions, which can be taken to minimize this risk, and to recognize the indicators of procurement fraud in different contracts and develop appropriates strategies to identify fraud in specific programs. In subsequent years, selection will be made based on technical competence, price and past performance.

- **LMRO Monthly Reports**

Each month the Procurement System Review contractor will review and provide support to the monthly Project Management Oversight (PMO) report. On a monthly basis, the PMO contractor prepares a report on the status of various construction activities associated with the transportation access in rebuilding of Lower Manhattan. The report covers the project status, schedule, cost data, risk management, and procurement activities. The procurement activities to be reviewed include all contracting issues such as advertising, preparation of work packages, and contract administration. These activities involve providing the PMO contractor with professional support concerning any procurement issues that may have arisen. Subsequently, the contractors will provide inputs to the procurement issues in the report.

- **Key Decision Point Review Reports**

These reviews will be done prior to FTA giving the grantee approval to move into the next stage of project development (i.e. approval into final design, approval to enter into a construction agreement).

- **Contracting Package Review Reports**

It is anticipated that most of the contracting packages for the construction work on the LMRO projects will need to be reviewed by the contractor during the contract period of performance.

The requirement is for the contractor to review CM/GC RFP packages before they are issued by the grantees. Additionally, once the Construction Manager/General Contractor CM/GC packages are formulated into contract packages, the contractor shall review them against the FTA requirements. The contractor will provide a report that addresses the FTA requirements.

- **LMRO Procurement System (Follow Up) Reports**

The procurement system review follow-up reports will be completed (semi-annually) on each grantee (per grantee) (MTA and Port Authority). These follow up review reports (audits) will cover procurement issues and additional work order (change order) issues. So there will be two full follow-up review reports.

CLIN 0004- Program Support (OPS) and Special Assignments (T&M)

The following are examples of activities to be performed under this item.

- **Suggest Procedural Improvements**

While performing Procurement System Reviews, the contractor shall continuously evaluate the Procurement System Review process and make recommendations to FTA regarding changes that would improve the review process. This evaluation may also include a review of the regional Procurement System Review process and recommendations to improve specific operations. FTA will use the contractor input to conduct its own evaluation of the review process and the development of recommendations concerning Procurement System Review improvements. The contractor will also provide technical assistance to grantees in analyzing the Procurement System Review process and provide recommendations for improvements. The contractor may be requested to assist FTA in the development of improved procedures and guidance for the conduct of Procurement System Reviews.

- **Revise and Update Procurement Systems Review Guidebook and Procurement Systems Seminar Workbook and Materials**

The contractor shall provide guidance as follows:

- Suggested revisions and updates to the PSR Guide;
- Input for the Procurement Seminar and Workbook related to PSR's; and,
- Suggested revisions and updates to PSR resources on FTA web with appropriate links.

- **Provide Technical Assistance for the Preparation of Year-end Summary Reports and Program Management Support**

  - Program Summary Reports: The contractor will provide assistance in the preparation of the mid-year and year-end procurement system review program summary reports. The reports may include information such as: summary of findings open and closed; number of findings by review area; top five areas of findings; and trend of findings by year.

- Program Assistance: The contractor will provide assistance in collecting procurement systems review final reports and worksheets from all contractors and creating a library of these documents on a CD for future use, on a semi-annual basis. The CD will organize the reports by region.

- **Conducting Oral Presentations**

If needed, members of the contractor's senior staff who will be responsible for the management of the Procurement System Review effort as well as the project managers may be required to participate in informational meetings about Procurement System Reviews. The contractor may be required to develop materials and conduct briefings at the informational meetings. Contractor personnel will be provided relevant documents pertaining to the compliance requirements of procurement system reviews.

- **Attendance and Logistical Support for Annual Oversight Meeting**

Each year FTA conducts an Annual Oversight Meeting in Washington, D.C. The purpose of the meeting is to bring together FTA staff from Headquarters and the Regional Offices as well as contractors who are involved in oversight programs (e.g., financial management oversight, triennial reviews, state management reviews and procurement system review) in order to share ideas on improving FTA's oversight programs. The Contractor senior staff that will be responsible for the management of the Procurement System Review effort as well as the project managers may be required to participate in informational meetings about Procurement System Reviews. The Contractor may be tasked to provide logistical and technical support for hosting this meeting, as directed by the task order.

- **Special Assignments**

The contractor will provide assistance on special projects in connection with the Procurement System Review. These may include, but are not limited to, technical assistance or staging informational sessions with the Regional Office staff and grantees, development of informational materials including audio visuals or overhead projections, workbooks, manuals, pamphlets or oral presentations. The contractor will also provide assistance to the Regional Office with data to be entered into OTrak. The contractor is required to provide all resources necessary to perform all Special Assignments.

- Provide assistance for developing oversight requirements for FTA-funded programs that are administered by other federal agencies.
- Assist FTA with Special Projects (e.g., developing and reviewing procedural improvements to programs and developing informational materials including, audiovisuals or overhead projections)
- Provide technical assistance to FTA, its grantees and other Federal agencies (e.g., FEMA) in emergency response situations (e.g., Hurricanes Katrina and Rita)

- **Quarterly and Annual Meetings**

Contractors are required to attend quarterly and annual program related meetings, as directed by the COTR via a task order. Quarterly meetings will begin with award of a task order. Annual meetings will be scheduled by the COTR.

CLIN 0005- Monthly Progress Reports (NSP)

The Contractor shall use standard management procedures in developing and submitting to FTA annually 12 monthly progress reports. The Contractor will prepare monthly progress/status to be submitted to the COTR. The reports will include, but not be limited to:

- Milestone chart for each task with a description of the status and an explanation for any slips in the schedule;
- Budget progress report including travel expenses;
- A description of all work completed in the previous month;
- A narrative of the work scheduled for the next month;
- Identification of all problems encountered and a description of corrective measures;
- A list of all tasks begun;
- A list of problem areas; and,
- Any items requiring COTR/FTA action.

The progress reports will be delivered to the COTR by the 10th of the following month for the prior month's activities.

CLIN 0006- Travel

A NTE amount of $200,000 is established for travel each year. The Contractor shall obtain approval from the COTR before incurring any such costs that exceed this limit and provide detailed travel expenses in its invoices.

Travel and per diem, if authorized under this contract, shall be reimbursed in accordance with the Federal Travel Regulation currently in effect, 41 CFR Chapters 300-304. Current per diem rates are listed at **http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC**. Travel requirements under this contract shall be met using the most economical form of

transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and fight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless otherwise authorized by the Contracting Officer.

An estimated level of effort for the CLINs listed above is provided in Section L.

SECTION D: PACKAGING AND MARKING

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

To the maximum extent practical, the contractor shall transmit all contract deliverables hardcopy and electronically (e-mail) as specified in Section F.3, Deliverables, of this contract. Unless specifically exempted by the Contracting Officer, all other deliverables, including deliverables which are required in hardcopy format or electronically stored onto compact disc (CD), shall be sent to the "Place of Delivery", as specified in Section F.3, via Federal Express (Ground), UPS (Ground), or equivalent commercial carrier.

SECTION E: INSPECTION AND ACCEPTANCE

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

The contract incorporates the following Federal Acquisition Regulation (48 CFR Chapter 1) clauses (as indicated by an "X") by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.arnet.gov/far/

NOTE: Clauses incorporated by reference are indicated by an "x"

X 52.246-4 Inspection of Services – Fixed Price (AUG 1996)

X 52.246-6 Inspection Time-and-Material and Labor-Hour (May 2001)

X 52.246-16 Responsibility for Supplies (APR 1984)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Technical Representative (COTR), as designated in the resultant contract, shall be responsible for performing the inspection of all supplies or services rendered under the resultant contract and for recommending acceptance or replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the contract requirements.

Rejection of a deliverable will delay payment due and may be grounds for termination or for default.

SECTION F: DELIVERIES OR PERFORMANCE

F.1. MILESTONES AND DELIVERABLES

a. Milestones and Deliverables for this contract shall be performed in accordance with the following schedule as contained in Attachment J-1.

b. CONTRACTOR NOTICE REGARDING LATE DELIVERY:

In The Event The Contractor Anticipates Or Encounters Difficulty In Complying With The Contract Delivery Schedule Or Date, He/She:

1. shall immediately notify in writing the Contracting Officer. The notice shall give the pertinent details; however such notice
2. shall not be constructed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

F.2 PERIOD OF PERFORMANCE:

The total period of performance of this contract is five (5) years.

1st Base Period: The Base Period of performance under this contract shall begin the day of the contract award for 12 months thereafter.

2nd Base Period: The second Base Period of performance under this contract is 12 months thereafter after the completion of the 1st base year.

3rd Base Period: The third Base Period of performance under this contract is 12 months thereafter after the completion of the 2nd base year.

4th Base Period: The fourth Base Period of performance under this contract is 12 months thereafter after the completion of the 3rd base year.

5th Base Period: The fifth Base Period of performance under this contract is 12 months thereafter after the completion of the 4th base year.

F.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The 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): www.arnet.gov/far

NOTE: Those clauses marked with an X are hereby incorporated by reference.

X 52.242-15 Stop Work Order (AUG 1989)

F.4 PLACE OF DELIVERY/NUMBER OF COPIES

All deliverable items shall be furnished to the following address of copies specified:

ADDRESS

DOT/ Federal Transit Administration
ATTN: To be announced at contact award
1200 New Jersey Avenue SE.
Washington D.C. 20590

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

COTR: **To be announced at time of contract award.*
1200 New Jersey Avenue,
Washington, D.C. 20590
Phone: 202-XXX-XXXX
Fax (202) XXXX-XXXX
Email:XXXXXXXXX@dot.gov

The performance of the work required under the resultant contract shall be subject to the technical review of the FTA COTR.

a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions

b. In the event any Government technical direction is interpreted by the contractor deemed outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's best estimate as to any revisions to the terms of the contract necessary to implement the technical direction.

c. 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 the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

In accordance with TAR Clause 1252.242-73 the CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, appointment, conflict resolutions, etc.) that require the signature of the CO.

Contract Specialist, Dorice Kenely, TAD-40
1200 New Jersey Ave. S.E.
4th Floor - East Building
Washington, DC 20590
Phone: 202-366-3750
Email: Dorice.Kenely@dot.gov

Contracting Officer, LaTonya D. Jenkins, TAD-40
1200 New Jersey Ave. S.E.
4th Floor - East Building
Washington, DC 20590
Phone: 202-366-2040
Email: LaTonya.Jenkins@dot.gov

G.2 TRANSPORTATION ACQUISITION REGULATION CLAUSE (TAR) 1252.215-70, "KEY PERSONNEL AND/OR FACILITIES "(OCT 1994)

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

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. The contractor shall *not* remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities designated under this Solicitation and the resultant contract follow:

Position	Name	Firm
Project Manager		
Procurement Analyst		

G.3 BILLING INSTRUCTIONS

The Contractor shall submit invoices for payment utilizing Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," to include supporting documentation for all costs/prices claimed in the performance of this contract. Each voucher shall be prepared in accordance with the FTA pamphlet entitled, "Billing Instructions," and shall be numbered serially starting with No.1 for the first voucher. FTA's pamphlet on "Billing Instructions" will be made available upon award of this contract. The Standard Form 1034 can be obtained from the "Federal Acquisition Regulation", Part 53-301.1034 (see website at http://www.arnet.gov/far/).

The Contractor shall submit one copy of all vouchers including the final voucher (NOTE: Please "MARK" the final voucher "FINAL") to the designated FTA Document Imaging Center listed below:

Via Regular Mail: DOT, Federal Transit Administration
AMZ-150
P.O. Box 269041
Oklahoma City, OK 73126-9041

Via FedEx: DOT, Federal Aviation Administration
AMZ-150 (FTA Account)
Attn: Todd Robinson (405-954-0471)
6500 S. MacArthur Blvd
ANF2/148
Oklahoma City, OK 73169

Submission of vouchers shall be made monthly. The voucher number, contract number and FTA Project Number, if applicable, and the name of the COTR or Task Order Manager must be listed on all vouchers.

G.4 METHOD OF PAYMENT AND PROCEDURE

Payments under this contract shall be made under the Department of Treasury's Automated Clearing House (ACH) system. Under this system, the funds will be wired (electronically transferred) to the contractor's financial institution.

Prior to the submission of Voucher No. 1, the Contractor shall insure that the information contained in the TFS Form 3881, "Payment Information Form-ACH Vendor Payment System," is provided to the Office of Financial Management, TBP-24 (see Block 12 of SF-26). TFS Form 3881 can be obtained from the Treasury's website at http://fms.treas.gov/eft/forms.html).

FTA's designated office for electronic funds transfer information is:
Mailing Address: Federal Transit Administration
Office of Accounting, TBP-50
1201 New Jersey Ave. S.E.
4th Floor - East Building
Washington, DC 20590
Telephone: 202-366-9748

Point of Contact: Sylvia Davis

Any changes to the contractor's vendor payment information shall be submitted in writing to the Contracting Officer. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts. Failure to provide the requested informational changes to the Contracting Officer may result in delays in the payment of vouchers. Any such delays shall be considered the Contractor's responsibility.

G.5 CONTRACTOR'S PROJECT MANAGER

a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall provide the single point of contact between the contractor and the FTA COTR or other duly authorized representative under the contract.

b. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or his duly authorized representative, may issue within the terms and conditions of the contract.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DISCLOSURE OF CONFLICT OF INTEREST

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Department activities. Based on this policy:

The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid

or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

H.2. CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the contractor nor any employee thereof shall divulge to any third party any information obtained from the agency or information concerning work performed, results obtained, or any other information in connection with the resultant contract without the prior written consent of the Contracting Officer.

H.3 GOVERNMENT FURNISHED PROPERTY (GFP)

a. Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to a Contractor for use in the performance of a contract.

b. Government Furnished Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.

c. In accordance with TAR 1245.508, Physical Inventories, the Contractor shall perform an annual property physical inventory to include GFP and shall report this GFP to the Government in accordance with TAR1258.245-7, Government Property Reports.

PART II - CONTRACT CLAUSES

SECTION I: CLAUSES

SECTION I-1 - 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
The Government may incorporate 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 the full text available. Also the full text of a clause can be accessed electronically at: http://www.arnet.gov/far/

FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES INCORPORATED BY REFERENCE

In addition to the clauses applicable for individual contracts, the following clauses apply:

Reference Location	Title	Date
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203.11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation	JUNE 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-24	Limitation of Government Liability	APR 1984
52.219-6	Notice of Total Small Business Set-Aside	JUNE 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUNE 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999

Reference Location	Title	Date
52.222-26	Equal Opportunity	MAR 2007 SEP 2006
52.222-35	Affirmative Action for Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act of 1965, as Amended.	NOV 2007
52.223-5	Pollution Prevention and Right-To-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.224-1	Privacy Act Notification	APR 1984
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time and Materials and Labor –Hour Contracts	FEB 2007
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-32	Performance Based Payments	FEB 2002
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price AUG 1987, Alternate I	APR 1984
52.243-3	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Property Records	JUN 2007
52.245-2	Government Property (Fixed Price Contract)	MAY 2004
52.245-4	Governments Furnished Property (Short Form)	JUNE 2003
52.246-4	Inspection of Services- Fixed Price	AUG 1996
52.246-6	Inspection Time and Material Labor Hour	MAY 2001
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	APR 1984

Reference Location	Title	Date
52.249-6	Termination (Cost-Reimbursement) Alternate IV (Time and Material Type)	MAY 2004 SEP 1996
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.252-6	Authorized Deviations in Clauses	APR 1984

SECTION I-2 CLAUSES INCORPORATED IN FULL TEXT

The first year of this effort will be established upon award of contract. FFPs will be established for items 0001 and 0002 and NTE amounts will be established for all remaining items. In subsequent years, a task order will be competitively award and the following clauses apply.

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through September 30, 2011.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 80 hours per year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor—
(1) Any order for over the NTE amounts identified in Section B above.
(2) Any order for a combination of events in excess of the maximum quantities identified in Section B above.
(3) A series of orders from the same ordering office exceeded maximum quantities identified in Section B above.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 2012.

SECTION 1-3 TRANSPORTATION ACQUISITION REGULATIONS (TAR) CLAUSES INCORPORATED BY REFERENCE

Transportation Acquisition Regulations (TAR) clauses begin with "1252" and are available online at: http://www.dot.gov/ost/m60/tamtar/tar.htm. Below are the TAR clauses for reference.

1252.237-70	Qualifications of Contract Employees	OCT 1994
1252.242-71	Contractor Testimony	OCT 1994
1252.242-72	Dissemination of Contract Information	OCT 1994
1252.245-70	Government Property Reports	OCT 1994

SECTION I-4 TRANSPORTATION ACQUISITION REGULATIONS (TAR) CLAUSES INCORPORATED IN FULL TEXT

This Solicitation and resultant Contract incorporate the following Transportation Acquisition Regulation Clauses provided in full text:

1252.237-70 - QUALIFICATIONS OF EMPLOYEES (OCT 1994)

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objection-able, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS AND EXHIBITS

1. Attachment J-1 Sample Deliverables Schedule and Performance Measures
2. Attachment J-2 Payment Schedule
3. Attachment J-3 Top 30 Grantees

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K:

REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS
(Negotiation Procedures)

NOTE: Contractors are required to assure that all representations and certifications are current online.

1. FAR 52.204-8 Annual Representations and Certifications (JAN 2006)
2. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)
3. Type of Business
4. Authorized Negotiators
5. Technical Data Certification
6. Representation of Compliance with the Electronic and Information Technology Accessibility Standards.
7. Certification of Certifications and Representations
8. FAR 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)

1 **FAR 52.204-8 Annual Representations and Certifications (JAN 2006)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is less than six million dollars per year.

(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) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

2. 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 9903.201-2(c)(5) or 9903.201-2(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 9903.201-1.

(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 9903.202. 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 9903.202-1, 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 9903.201-2(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 9903.201-2(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)

3. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

____ Small Disadvantaged Business
____ Other Small Business
____ Large Business
____ JWOD
____ Nonprofit Educational Org.
____ Nonprofit Hospital
____ Women-Owned Business
____ Historically Black College/Univ.
____ Minority Institution
____ Other Non-Profit Organization
____ State/Local Govt - Education
____ State/Local Govt - Hospital
____ Other State/Local Government
____ Foreign Contractor
____ Domestic Contractor Performing Outside US
___ Veteran-Owned Small Business Concern
____ Service Disabled Veteran-Owned Small Business Concern

4. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #

5. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

[_] None
[_] Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

_____

_____

6. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (*Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services*).

(a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.

(b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.

(c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

7. CERTIFICATION OF REPRESENTATIONS AND CERTIFICATIONS

By signing below, the offeror certifies that the representations and certifications are accurate, current and complete. The offeror further certifies that it will notify the Contracting Officer of any changes affecting these representations and certifications.

Solicitation Number _____

Organization Name and Address _____
_____
_____
_____
_____

Typed Name _____

Signature _____ Date

8. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
(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 in 40 CFR 372.65;

___ (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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

___ (v) The facility is not located in the United States or its outlying areas.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
L.2	FAR 52.216-1	Type of Contract (APR 1984)
L3	FAR 52.233-2	Service of Protest (SEP 2006)
L4	General Information	
L.5	Proposal Submission	
L.6	Technical Proposal Instructions	
L.7	Price Proposal Instructions	

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the 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 this/these address(es):

http://www.arnet.gov.far

NOTE: An "X" indicates Provisions incorporated by reference

X	52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
X	52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004)
X	52.215-16	Facilities Capital Cost of Money (JUN 2003)
X	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
X	52.232-38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)

This solicitation incorporates the following FAR clauses in full text:

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates the award of four (4) Indefinite Delivery Indefinite Quantity (IDIQ) hybrid FFP and T&M contracts from this solicitation. FTA will award requirements for the first year based upon proposals submitted in response to this RFP. During the period of performance of the first year and each year thereafter, FTA will issue a Competitive Request for Proposal (RFP) and task orders will be awarded to each of the 4 contractors based within the pre-established NTEs or FFPs as stated in each contract award.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

LaTonya D. Jenkins,
Contracting Officer
Office of Acquisition Management
1200 New Jersey Avenue, S.E.
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 INFORMATION

a. Small Business Set-Aside

This requirement is [X] [] not a 100 percent small business set-aside.

(2) For the purpose of this solicitation, the small business size standard is 541611.

(3) The Standard Industrial Classification (SIC) is N/A.

c. Pre-Award Survey

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract.

e. Award Notice/Incurrence of Cost

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.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

L.5 PROPOSAL SUBMISSIONS

PROPOSAL SUBMISSIONS

All proposals (offers) shall be submitted in the quantities shown below:

a. **Standard Form 33** – one (1) completed hard copy unbound; with original signature

b. **Section K - Representation, Certifications and Other Statements of Offerors** - must be completed and submitted as a part of your proposal. Submit only one hardcopy.

c. **Technical Proposal** – The contractor shall submit one (1) hard copy and submit one (1) copy of its Technical Proposal on CD ROM. The price proposal must be presented on a CD ROM separate from the Technical Proposal. **No cost information shall be included or referenced in the Technical Proposal.** The Technical Proposal shall be submitted in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats on CDROM. Each Volume should contain a summary including the RFP title and number, Organization name and Name of person(s) having authority to enter into Government contracts

d. **Price Proposal** - The contractor shall submit one (1) hard copy and submit one (1) copy of its Price Proposal on CD ROM. The Price Proposal and Price Schedules must be submitted in Excel Format. Each Volume should contain a summary including the RFP title and number, Organization name and Name of person(s) having authority to enter into Government contracts

e. Waiver of Price Evaluation Adjustments/Preferences – If, in Section K, (FAR Provision 52.219-1), the offeror has represented itself as a Small Disadvantaged Business Concern and/or a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the offeror elects to

waive either, or both evaluation adjustments provided by this RFP's Paragraph I.3.5 (FAR 52.219-4) and I.3.6. (FAR 52.219-23), the offeror must indicate so in its Business Management Proposal.

f. All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.

g. All questions related to this solicitation shall be submitted in writing to the Ms. Dorice Kenely at Dorice.Kenely@dot.gov and Ms. LaTonya Jenkins at LaTonya.Jenkins@dot.gov by close of business, January 7, 2007.

L.6 Technical Proposal –

The following are required skill sets that must be demonstrated in proposals received in response to this RFP: Project Management and Procurement Analysts.

The technical proposal shall be specific, detailed and complete as to clearly and fully demonstrate that the offeror has the capabilities understanding, and experience needed to perform the Statement of Work (as determined by the government through the application of the evaluation factors listed in Section M of this RFP.)

FTA seeks to maintain qualified contractor support personnel for the purpose of filling anticipated repetitive needs for services in support of the FTA mission. Contractors must have professional expertise in the applicable program areas. The Technical Volume must address the following elements:

- Technical Expertise – Offerors must demonstrate their technical expertise to successfully complete requirements of the Statement of Work, their understanding of the problems and key technical issues they must address in satisfying the requirements of the Statement of Work, and the firm's ability to carry out the project activities described in the Statement of Work. Offerors must demonstrate that they have adequate technical expertise to perform the tasks in the contract, including an understanding of the federal procurement process, the FTA's Third Party procurement requirements and the methods of FTA's other oversight systems, and transit agencies. The skill levels, number of years procurement (both public and private contracting) experience, shall be indicated.

- Experience – Offerors must submit resumes for all proposed personnel including any subcontractor's personnel except clerical support. The offeror's resumes shall indicate any similar types of reviews and evaluations conducted by the proposed personnel. ***Offerors proposals must demonstrate capability to obtain the skill sets necessary to perform the requirements of Section C and be able to fully perform the contract upon award.*** The resumes shall be no more than two pages and shall be addressed in the

following order: (1) the individual's education, (2) work experience, (3) training, and (4) other qualifications/certifications.

- Management Plan - Offerors must detail their management approach for planning, scheduling, administering, coordinating, and conducting the work effort in the Statement of Work. The role each team member will play in performing the work shall be addressed. Offeror's proposal shall have a management plan that addresses the Offeror's resources, back-up personnel, and the ability to meet emergency requirements.

Past Performance –Offerors will be evaluated on the past performance information provided. Offerors will be evaluated on past performance under existing and prior contracts for similar work. Therefore, past performance results should ensure that a contractor has knowledge of the program area(s) being proposed. Offerors will be evaluated on the degree to which they can show proven ability in timely performance and delivery of the items required in each program area. Factors to be considered are the quality of past performance, record of the company in conforming to specifications and to standards of good workmanship, adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer. The following is necessary for review of past performance.

- Offerors that are newly formed entities without prior contracts should list the required information for contracts and subcontracts on similar work that provides evidence of past performance and qualifications of personnel assigned to this project.

- Offerors shall submit descriptions of three selected contracts and/or subcontracts of a similar nature to the program area(s) being proposed. This list should emphasize contracts that provide evidence of experience relevant to the requirements of this RFP.

- Offerors shall provide a list of references for your organization's performance on these contracts including the following information:

- Name of contracting activity;
- Contract number or other contract identifiers;
- Total contract value;
- Period of contract performance;
- Description of work performed;
- Names of Contractor's Project Manager and Key personnel;
- Name of Government's Contracting Officer Representative (COR)/COTR and telephone number;
- Administrative Contracting Officer or other appropriate references and telephone numbers.

- Indicate whether past performance information for your firm has been uploaded to any Federal Government Past Performance Data Base such the Past Performance Information Retrieval System (PIPIRS) associated with the Contractor Performance System (CPS)

- Past Performance information should be no more that 10 pages long.

L.7 **Price Proposal** - The offeror shall provide fully loaded, firm fixed hourly labor rates for each of the labor categories described in Section B. In calculating Loaded Labor rates, variables such as employees' salaries, fringe benefits, company overhead, G&A, and profit should be considered.

Offerors are advised that other than cost and pricing information is required to support proposals submitted. All proposed personnel including subcontractor' personnel shall be identified in the cost proposals as being one of the following categories: (1) Project Manager, (2) Senior Procurement Analysts, and (3) Procurement Analysts. The proposal shall provide a breakdown of labor for each team member. The labor category for clerical shall be added to price proposal. The following estimates are provided to assist offerors in developing proposals only and are not provided for bidding purposes. If offerors believe that the estimates are inaccurate, alternative proposals should be submitted and explained.

- CLIN 0001 – Procurement System Review Reports

  1. Large Grantee – 410 hours per report
  2. Medium/Small Grantee – 260 hours per report
  3. Follow-up Report - 260 hours per report

- CLIN 0002 – Procurement Systems Review Workshops- estimated average of 80 hours per Workshop. In addition to this estimated level of effort, offerors must propose the costs of logistic arrangements (hotels) for the locations indicated in Section C. For subsequent years, the NTE estimate is for up to 5 locations.

- CLIN 0003 – LMRO Support – NTE 1,000 hours per year. Provide fully burdened labor rates for this CLIN per year. If proposed, include fully burdened labor rates for subcontractors as well.

- CLIN 0004 - Program Support and Special Assignments – NTE 600 hours per year. Provide fully burdened labor rates for this CLIN per year. If proposed, include fully burdened labor rates for subcontractors as well.

- CLIN 0005 - Monthly Progress Reports – NSP included in price of items 0001 through 0005

- CLIN 0006 - Travel NTE $200,000 per year

Quantities for award of the first year and subsequent years are included in Sections B.2.1 through B.2.5. As stated in Section B, the parameters for each contract line item are as follows:

CLIN 0001- Procurement System Review Reports- In the first year, each contract will receive requirements for review reports based on proposals submitted in response to this RFP. The number of review reports assigned will be evenly distributed for each of the contractors. Therefore, offerors are required to submit a Firm Fixed Price (FFP) for the number of reports indicated in Section B for the first year.

Subsequent Years: Offerors are to propose a FFP for up to the number of reviews listed in Section B for each subsequent year. This will serve as a NTE price for the number of reviews estimated. During the period of performance of the first year and each subsequent year, a competitive RFP will be released containing the exact number and location of reviews. Each of the four (4) selected contractors will submit proposals and FTA will award a FFP task order within the NTE amounts for this line item to one or more successful offerors based on past performance and price.

This line item includes incidental Other Direct Costs (ODCs).

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs).

CLIN 0002– Procurement System Review Workshops- In the first year, FTA will conduct 4 workshops; Chicago, Denver, Atlanta and New York. Offerors are to propose a FFP for the requirements contained in Section C for these workshops. One lead contractor will be selected to conduct these reviews based on the proposals submitted in response to this RFP.

Subsequent years: One contractor will be selected to conduct up to 5 Procurement Systems Review Workshops. Offerors should propose a FFP for each of the 5 workshops with considering an even distribution of east and west coast locations which will serve as a NTE amount. During the period of performance of the first year and each subsequent year, a competitive RFP will be released containing the exact number and location of reviews. Each of the four (4) selected contractors will submit proposals and FTA will award a FFP task order within the NTE amounts for this line item to one successful offeror based on past performance and price.

This line item includes incidental Other Direct Costs (ODCs).

Contractors not selected as the leader for this CLIN in each year, will provide program support to the selected contractor under CLIN 0004 – Program Support (OPS) and Special Assignments.

CLIN 0003- LMRO Support- This is a Time and Materials (T&M) line item in each year. The requirement for the each year is up to 1,000 labor hours. One contractor will be selected each year to satisfy the requirements of this line item. In the first year, a contractor will be selected

based on proposals submitted in response to this RFP. Offerors should propose NTE amounts for a maximum of 1,000 labor hours per year in accordance with Section L.

Subsequent years: One contractor will be selected based on release of a competitive RFP which will be negotiated and awarded on a T&M NTE basis. Selection will be made based on past performance for all CLINs and price.

Offerors should propose labor categories and fully burdened labor rates for both prime and subcontractors (if proposed).

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs). See Section C for line item quantities.

CLIN 0004- Program Support (OPS) and Special Assignments- This is a Time and Materials line item. Each year, the number of hours expended by each contractor will vary. All contractors should propose NTE amount for a maximum of 600 hours per year in accordance with Section L.

Offerors should propose labor categories and fully burdened labor rates for both prime and subcontractors (if proposed).

Travel is not included in this line item; it is included in CLIN 0006. This line item includes incidental Other Direct Costs (ODCs).

CLIN 0005- Monthly Progress Reports (NSP)- This item is Not Separately Priced (NSP). The price for monthly progress reports is to be included in the items 0001-0004 above.

CLIN 0006- Travel- an NTE of $200,000 is established in Section B for each contractor for each year. See Section G.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. EVALUATION, NEGOTIATIONS AND AWARD PROCESS:

a. The evaluation process designed for this procurement will be of a two-phased nature.

INITIALLY - The offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2., EVALUATION FACTORS.

SECONDLY - The offeror's proposed prices as reflected in the Price Proposal will be considered. The review of the offeror's prices will be made independently of the technical review. Prices of **technically unacceptable** proposals will **not** be evaluated.

b. Negotiations may be conducted with those offerors whose responsive and technically acceptable technical proposals, combined with their cost proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. **HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT FURTHER NEGOTIATION OR DISCUSSION, in accordance with FAR 52.215-1.**

c. The Evaluation Factors set forth in M.2. will be used in evaluating **technical proposals.** Further guidance on requirements and criteria is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are primary. Prices will not be given any specific numerical rating. If there are no significant technical proposal differences, price may be the determining factor for source selection. An offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.

d. Any contracts resulting from this solicitation will be awarded to that responsible offeror whose offer will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR Part 15.

M.2. EVALUATION FACTORS:

Four (4) contracts will be awarded to those responsible offerors whose proposals represent the best value after evaluation in accordance with the criteria shown below in descending order of importance. The Government reserves the right to award the contract to the offeror with a higher total evaluated price, if the higher rating would yield the best value to the Government.

1. Technical

   - Technical Expertise
   - Experience
   - Management Plan

2. Past Performance

3. Price

Based on evaluation factors above, Offerors are advised that the Government intends to make award of contract(s) on the basis of initial proposals without conducting discussions of such proposals. However, the Government reserves the right to conduct discussions if determined to be necessary by the Contracting Officer. Therefore, Offerors are advised to submit their most favorable terms and conditions in their initial proposal. If discussions are conducted, they will occur at the time and place designated by the ordering contracting officer. Following the completion of discussions, the contractor will be permitted to submit a revised proposal. The Government intends to make award to the firms, which represent the best value to the Government.

M.3. FOR EVALUATION PURPOSES ONLY

TOTAL COST – BASE 1-YEAR:	$_____
TOTAL COST – BASE 2-YEAR:	$_____
TOTAL COST – BASE 3-YEAR:	$_____
TOTAL COST – BASE 4-YEAR:	$_____
TOTAL COST – BASE 5-YEAR:	$_____
GRAND TOTAL:	$_____

ATTACHMENT J-1

Sample Deliverables Schedule and Performance Measures
for DTFT60-08-R-00003

Program Area/CLIN	Description	Delivery Date	Standard
CLIN 0001	Procurement Systems Review Reports Deliverable: Procurement Systems Review Reports (draft, draft final and final for each report). Performance Indicator: ▪ Timely submission of DRAFT, DRAFT FINAL, and FINAL reports and provision of technical assistance ▪ Clear and accurate information in accordance with applicable current published FTA grant program rules and guidance Performance Measurement: Submit PSR reports within the timeframes the grantee, COTR and Regional Office.	Within 30 days for PSR Reports or 15 days for follow-up reports of the Site Visit Exit Conference	100%
CLIN 0002	**Procurement System Review Workshops** Deliverable: Provide logistical and technical support including staff and materials to conduct Workshops Performance Indicator: • ***Workshop staff availability*** Performance Measurement: Staff and materials to be available for each Workshop and Annual meeting.	According to Workshop Schedule And as directed by the COTR	100%
CLIN 0003	**LMRO Support** Deliverable: As directed by the COTR Performance Indicator: • Timely submission of task deliverables. • Clear and accurate information in accordance with applicable current FTA grant program rules and guidance Performance Measurement: Timely submittal of task deliverables to the COTR and 1,000 hours	Within 2 weeks of the deliverable date as directed by the COTR 1,000 hrs	100%
CLIN 0004	**Program Support (OPS) and Special Assignments** Deliverable: As directed by the COTR Performance Indicator: • Timely submission of task deliverables. • Clear and accurate information in accordance with applicable current FTA grant program rules and guidance Performance Measurement: Timely submittal of task deliverables to the COTR and 600 hours	Within 2 weeks of the deliverable date as directed by the COTR 600 hrs	100%

ATTACHMENT J-1

Sample Deliverables Schedule and Performance Measures
for DTFT60-08-R-00003

Program Area/CLIN	Description	Delivery Date	Standard
CLIN 0005	**Monthly Progress Reports (NSP)** Deliverable: Monthly Progress Reports Performance Indicator: • Timely submission of monthly progress reports • Clear and accurate information in accordance with standard management procedures and applicable current published FTA grant program rules and guidance Performance Measurement: Timely submittal of the reports to the COTR	10th of the Month	100%

See Section C for corresponding CLINs in subsequent years

CLIN	Description	Units of Measure	Quantity	Payment Schedule					
				Milestone	Amount	Milestone	Amount	Milestone	Amount
1	**Procurement System Review Reports**								
1a	Large Grantee	EA	3	DRAFT 1	50%	DRAFT 2	40%	FINAL	10%
1b	Medium/Small Grantee	EA	3	DRAFT 1	50%	DRAFT 2	40%	FINAL	10%
1c	Follow-Up Reviews	EA	1	DRAFT 1	50%	DRAFT 2	40%	FINAL	10%
2	**PSR Workshops**	EA	4	Agenda	25%	Hotel 25%	Complete 25%	Post Action	25%
3	**LMRO Support**	Labor Hours	NTE 1,000	Progress Payments Invoiced					
4	**Program Support and Special Assignment**	Labor Hours	NTE 600	Progress Payments Invoiced					
5	**Monthly Progress Reports**	EA	12	NSP					
6	**Travel**		NTE	Progress Payments Invoiced					

Attachment J-3
FTA Top 30 Grantees

Region	State	Transit Organization	National Transit Database Top 30
2	NY	New York MTA	1
2	NJ	New Jersey Transit	2
9	CA	LA MTA	3
5	IL	Chicago Transit Authority	4
1	MA	Mass Bay Trans Authority	5
HQ	DC	Wash Metro Area Trans Auth.	6
3	PA	SEPTA	7
5	IL	METRA	8
9	CA	San Fran PTC	9
10	WA	King County Metro Services	10
2	NY	New York City DOT	11
9	CA	Bay Area Rapid Transit	12
4	GA	MARTA	13
3	MD	Mass Transit Admin	14
6	TX	Dallas Area Rapid Transit	15
3	PA	Port Authority Alleg County	16
4	FL	Metro-Dade Transit Auth	17
6	TX	MTA of Harris County	18
5	OH	Greater Cleveland RTA	19
9	CA	Santa Clara County Trans. Dis	20
8	CO	Regional Transit District	21
10	OR	TRI-MET	22
9	CA	AC Transit	23
5	MN	Metro Transit	24
5	MI	City of Detroit DOT	25
10	WA	WA DOT Ferries	26
7	MO	Bi-State	27
5	IL	Suburban Bus'Div. RTA	28
9	CA	Orange County Trans Author	29
6	LA	Regional Transit Authority	30