

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 18

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. (If applicable)

000001

08/26/2004

6. ISSUED BY

CODE

RAD-30

7. ADMINISTERED BY (If other than Item 6)

CODE

RAD-30

Federal Railroad Administration
Office of Acq. and Grant Services
Sixth Floor
1120 Vermont Avenue NW
Washington DC 20005

Federal Railroad Administration
Office of Acq. and Grant Services
Sixth Floor
1120 Vermont Avenue NW
Washington DC 20005

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(x)

9A. AMENDMENT OF SOLICITATION NO.

DTFR53-04-R-00010

x

9B. DATED (SEE ITEM 11)

08/13/2004

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTINUE ON THE FOLLOWING PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

DTFR53-04-R-00010
Amendment 1
August 26, 2004

1. Add the following to paragraph C.2 – Scope and Requirements:

As a result of the completed cost benefit analysis, the FRA may require additional services, such as but not limited to, the following:

1. Further analytical studies
2. Additional implementation plans
3. Additional modeling work
4. Further investigation into preliminary benefits results

A detailed statement of work for any additional task orders will be provided to the successful contractor for a technical and cost proposal when the requirement is identified. The contractor's proposal will then be evaluated and negotiated as specified in H.6.

2. Paragraph L.7 Business/Cost Proposal Instructions, Page 44

Delete: "3 copies"

Insert: "4 copies"

3. Paragraph L.7 General Instruction:

Delete: (2) Cost and Pricing Data for the life of the Basic Contract to include option periods, prepared in accordance with paragraph (2) below,

4. Change: L.7 General Instruction to read:

General Instructions: The Business/Cost proposal shall consist of two distinct sections: (1) Business Data, prepared in accordance with the instructions in paragraph (1) below and (2) Cost Estimate for the Initial Task. The offeror shall follow requirements set forth herein

5. Paragraph L.8 Past Performance Information, Page 47

Delete: "3 copies"

Insert: "4 copies"

6. The Pre proposal Conference Attendance List is provided as Attachment 1 to this amendment.

DTFR53-04-R-00010
Amendment 1
August 26, 2004

7. The Questions and Answers provided during the pre proposal conference is provided as Attachment 2 to this amendment.

8. The PowerPoint Slide presentation given during the pre-proposal conference is provided as Attachment 3 to this amendment.

DTFR53-04-R-00010/Amendment 1
Attachment 1
August 26, 2004

PRE-PROPOSAL CONFERENCE ATTENDANCE LIST

Vijay Kohli, Fulcrum Corporation
Jeremy Eden, Fulcrum Corporation

Ken Withers, P.E., R.L. Banks & Associates, Inc.
Stacy Kaplowitz, R.L. Banks & Associates, Inc.

Randall L. Jackson, Transportation Technology Center, Inc.

Robert Kondratenko, HKC

Joyce Wenger, Booz Allen Hamilton Inc.
Robert Lauby, Booz Allen Hamilton Inc.

David Wagner, Battelle
Bonita Frank, Battelle

Stephen Petracek, Garibaldi Consulting Group

Edwin R. Kraft, Ph.D, Transportation Economics &
Management Systems, Inc. (TEMS)

DTFR53-04-R-00010/Amendment 1
Attachment 2
August 26, 2004

DTFR53-04-R-00010
ACQUISITION QUESTIONS AND ANSWERS

Question 1: Is this solicitation an IDIQ or a specific Cost Benefit Analysis (CBA) task? Can the government clarify the anticipated level of effort and total scope for sample/startup tasks vs. the level of effort for the overall IDIQ contract?

Answer: The solicitation will result in an Indefinite Delivery Indefinite Quantity Cost Plus Fixed Fee contract. Cost Benefit Analysis as specified in the statement of work will be the first delivery order issued under the contract. As a result of the CBA additional work may be requested in future delivery orders.

Question 2: If this is an IDIQ, what is the maximum value of the contract?

Answer: The total estimated contract ceiling is \$500,000 and includes the CBA task order as well as any additional work. The anticipated level of effort for task order 1 (CBA) is approximately 2 man/women years.

Question 3: How many contracts will be awarded?

Answer: One

Question 4: How many copies of business/cost proposal are to be submitted?

Answer: The solicitation specifies that an original and four copies of your technical and cost proposal shall be submitted. Amendment 1 will correct the typographical error, at page 44, paragraph L.7.

Question 5: Does RFP Section C describe the first task (Page 44 – L.7 General Instructions (3)) or a Startup Task (Page 47-(2) Cost and pricing data-start-up tasks)?

Answer: Section C describes the Scope of Work for the initial task order. Page 44 – L.7 requires the cost proposal to price out the initial task order as described in the statement of work. Bear in mind that the statement of work will be amended to include future work that may result from the initial CBA. The contract ceiling is inclusive of the initial task order and any additional work that may result from the CBA.

DTFR53-04-R-00010
Amendment 1
August 26, 2004

Question 6: Are there specific SB/SDB requirements (Page 45, L.7.G)?

Answer: FAR 19.702 requires a subcontracting plan for any contract greater than \$500,000 and is applicable for this requirement.

Question 7: Will the government extend the proposal due date to allow time for clarification of response to these issues?

Answer. Fiscal constraints prevent the extension of the solicitation closing date. FRA anticipates amendment 1 to be posted to the FEDBIZOPPS website no later than close of business on August 26, 2004.

Question 8: Deliverables are defined in Section C.3. Are these the only Deliverables to be provided under this contract or will each Task Order required additional deliverables?

Answer: The deliverables required in Section C.3 are the known deliverables for the initial task order described in the statement of work. If there are additional task orders requiring additional deliverables, they will be spelled out in the task order statement of work.

Question 9: Will the tasks leading to the deliverables defined in Section C.3 be identified and negotiated through the task order process after contract award?

Answer: The initial proposal costs shall reflect the requirements of the solicitation's statement of work and the task order will be issued based on the cost proposal submitted in response to the solicitation without further negotiation.

Question 10: Is there an estimated ceiling value for this project?

Answer: Yes, see question #2.

Question 11: Is there a DBE requirement for this contract?

Answer: No

Question 12: Section L.2 (a) states that submission of cost or pricing data is not required. However, Section L.2 (b) asks for cost information in 12 areas including travel costs, hourly fees, and hours for each category proposed. Is cost and pricing data actually required?

DTFR53-04-R-00010
Amendment 1
August 26, 2004

Answer: Section L.2 (a) states that cost and pricing data is not required. However, FRA requires the information requested in L.2 (b) to make a cost reasonableness and realism analysis.

Question 13: Section L.7 – General Instruction asks for: (3) Cost Estimate for the Sample Tasks. Is cost and pricing data required? If so, what are the sample tasks referred to in this section?

Answer: See the answers for question #12 and #5.

Question 14: Section L.8, Past Performance Information, requested that an original and 3 copies of the Past Performance proposal be provided. Section L.5, (2) Authorized Official and Submission of Proposal: requests “An original and four copies of your technical and business/cost proposals, and an original and one copy of your past performance information.” How many copies of the past performance proposal are requested?

Answer: Original and 4 copies of the Past Performance Information (Volume 3).

Question 15: Do the references provided in the Past Performance Volume of the proposal need to relate to the same type of technical work contemplated in this RFQ (work involving railroads, rail equipment, cost benefit analysis, railroad safety, etc.) or can other work be referenced to demonstrate performance and quality?

Answer: The contracts provided for past performance information should be for similar services required in the statement of work. The services do not necessary have to be within the rail industry however the contracts should be for CBA of similar in nature and complexity to requirements of the statement of work.

Question 16: How many references should be provided in the Past Performance Volume?

Answer: The RFP requires each offeror to submit three contracts in the past three years. Each contract description should contain a point of contact.

Question 17: Should any of the costs to generate and adopt a railroad interoperability standard for ECP be considered in this study? Should any costs to validate the interoperability of vendor-supplied ECP systems be included in this study?

DTFR53-04-R-00010
Amendment 1
August 26, 2004

Answer: The AAR has a standard, thus the cost to adopt an interoperability standard is a sunk cost. Validation of interoperability should be included in product development cost to the extent vendors have not already demonstrated interoperability.

Question 18: Regarding Section C.1, which, if any, current vendor equipment is considered suitable for use in estimating the cost and performance of ECP brakes in the analysis?

Answer: New York Air Brake, Wabtec, and ZefTron are known to be U.S. vendors and are considered suitable for estimating the cost and performance of ECP Brakes in the analysis.

Question 19: What sources of cost data to be used in the benefit-cost analysis (FRA internal, Association of American Railroads, or other industry sources) will FRA make available to the Contractor?

Answer: The contractor has the responsibility for acquiring cost data. Any accident / incident reporting data and selected portions of the inspection database (regarding defects) will be provided by the FRA.

Question 20: Costs and benefits both are heavily dependent upon other than ECP factors that vary from route to route (ex. Crossing approaches must be re-calculated to accommodate higher speeds). Is there a specific geographic location, region, or set of routes targeted for ECP and the CBA?

Answer: The scope of the analysis is to equip all locomotives and all cars. This may take five to twenty years, we do not know. That should be considered in the implementation plans. Route-specific estimates would be relevant only to the extent a proposed migration scenario might focus early implementation on a discrete number of routes.

Question 21: On Page 5 of Solicitation DTFR53-04-R-00010, Item C3.3 (final report) requires enumeration of “potential safety benefits without qualification”. Does this mean that additional costs to achieve safety benefits and other work (signal, re-spacing, etc.) are not to be explored?

Answer: Item C3.3, page 5 states, ‘The Report must include a list and description of potential safety benefits (without quantification)’. The FRA is interested in the qualification of safety benefits; the quantification of safety benefits is not within the scope of the final report. However, if achievement of

**DTFR53-04-R-00010/ Amendment 1
Attachment 2
August 26, 2004**

either safety or business benefits would require additional expenditures, those are costs that should be considered and quantified.

Pre-proposal Conference

Solicitation DTFR53-04-R-00010

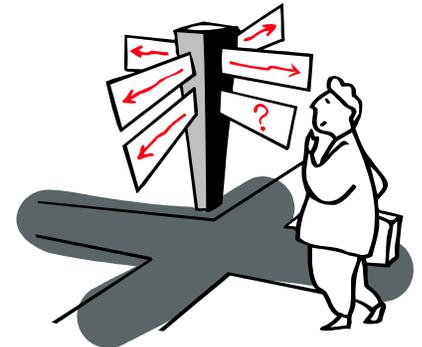


Federal Railroad Administration
Washington, DC
August 25, 2004



Overview

- Contract type: Indefinite Delivery/Indefinite Quantity Cost Plus Fixed Fee Contract.
- Award on Initial Offers



Schedule Page

- Contract Period of Performance is three (3) Years
- Schedule Page will Reflect Contract Ceiling of \$500,000 however proposal will reflect the proposed effort for Task Order 1 (CBA) and should include any Other Direct Costs (ODC's) and Travel

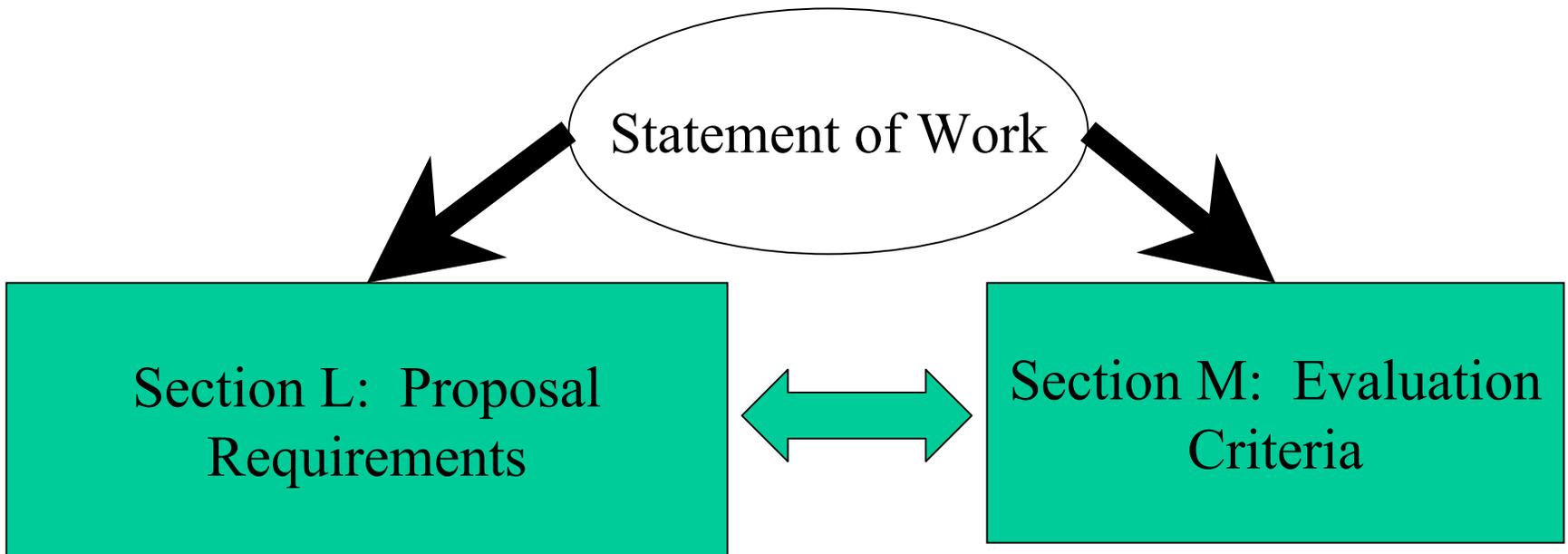


Special Clauses

- H.3: Excluded Functions and Responsibilities
- H.6: Task Order Proposal Evaluations
- H.9: Organizational Conflict of Interest



Solicitation Relationship



Section L - Proposal Requirements

- Technical Proposal
 - Technical Approach
 - Key Personnel
 - Management Plan/Program Quality Control Plan
- Past Performance
- Cost/Price Proposal



Section M – Evaluation Criteria

- Best Value
- Adjectival Ratings
- Evaluation Criteria (Descending Order of Importance)
 - Technical Proposal
 - Technical Approach
 - Key personnel
 - Management/Quality Control Plan
 - Past Performance
 - Cost



Section M – Evaluation Criteria Con't

- Cost is Less Important Than Technical and Past Performance Combined
- Cost/Price Analysis
 - Realism
 - Reasonableness



Significant Milestones

- Aug 26, 2004 - Amendment Posted to
FEDBIZOPPS
- Sept. 7, 2004 Solicitation Closes
- Sept. 13ish, 2004 Award Decision

