

PART I - THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT LINE ITEM	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED COST PLUS FIXED FEE
	<u>Base Contract Period</u>			
	Period of Performance: One year from the effective date of the contract			
0001	Services in accordance with Statement of Work Section C of the contract Estimated Cost Plus Fixed Fee consists of: Estimated Cost: _____ Fixed Fee Ceiling: _____	1	Lot	_____
0002	<u>Option Period I</u>			
	Period of Performance: If exercised, two years from end of the base period of performance.			
	Services in accordance with Statement of Work Section C of the contract Estimated Cost Plus Fixed Fee consists of: Estimated Cost: _____ Fixed Fee Ceiling: _____	1	Lot	_____
0003	<u>Option Period II</u>			
	Period of Performance If exercised, two years from end of the first option period of performance.			
	Services in accordance with Statement of Work Section C of the contract Estimated Cost Plus Fixed Fee consists of: Estimated Cost: _____ Fixed Fee Ceiling: _____	1	Lot	_____
	Total Estimated Cost: _____			
	Total Fixed Fee Ceiling: _____			
	TOTAL CONTRACT PRICE: _____			

B.1 SUPPLIES OR SERVICES TO BE PROVIDED

a. This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract that provides for acquiring services as set forth in the general Statement of Work entitled Technical Assistance Program Evaluation with Performance-Based Standards for Federal Railroad Administration (FRA) Human Factors Research & Development (R&D) Program dated May 29, 2002. Specific tasks will be acquired through individual task orders. Task orders will be negotiated, priced, and issued individually in accordance with the terms and conditions described in Section H - Special Contract Requirements, or as specified elsewhere in the contract. Funds will be obligated on each task order, not on the basic contract.

b. Upon execution of a task order, the contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the requirements set forth in the Statement of Work.

c. In accordance with FAR Subpart 16.5, Indefinite-Delivery Contracts, the minimum and maximum quantities of specific services are defined as follows:

(1) MINIMUM QUANTITY: The guaranteed minimum value specified herein, represents the guaranteed minimum amount of work effort (in terms of dollars) that the Government is required to order, and the contractor is obligated to furnish as ordered, over the entire term of the contract, inclusive of the base period and any options exercised. The total guaranteed minimum for this contract is \$50,000.

(2) MAXIMUM QUANTITY: The maximum value of the contract specified herein represents the total maximum amount of work effort (in terms of dollars) that the Government may require and the contractor is obligated to furnish over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract will be the sum of contract line item numbers 0001 through 0003 at the time of award.

B.2 LEVEL OF EFFORT

a. In accomplishing the work as set forth herein, and in consideration for payment of the fixed fee negotiated thereof, the contractor shall furnish direct labor hours in accordance with the following estimated ceilings:

CONTRACT LINE ITEM NUMBER (CLIN)	PERIOD	LEVEL OF EFFORT/ ESTIMATED DIRECT LABOR HOURS
0001	Base Period (1 Year)	6,000 Hours
0002	First Option Period (2 Years)	12,000 Hours
0003	Second Option Period (2 years)	12,000 Hours

B.3 FIXED FEE

a. In accordance with FAR 15.404-4, a fixed fee will be negotiated for each individual task order, with a maximum fee ceiling as specified in the schedule. The common factors included in FAR 15.404-4(d) will be considered in terms of the individual task order statements of work when negotiating a fixed fee for each task order.

b. The fixed fee as specified in individual task orders, subject to any adjustments required by other provisions of this contract, shall be paid in installments at the time of each provisional payment.

The Government may elect to award either Cost Plus Fixed Fee (CPFF) completion, (CPFF) term, or Firm Fixed Price (FFP) task order dependent upon the statement of work for the individual task order. See the clause titled, "Fixed Fee," FAR 52.216-8.

B.4 INCREMENTAL FUNDING

a. Funding for the services as outlined in individual task orders may be incrementally funded pursuant to the terms and conditions described in Section H - Special Contract Requirements, the "Limitation of Funds" clause, FAR 52.232-22, or as specified elsewhere in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE AND GENERAL SCOPE OF WORK

The work and services to be performed under this contract shall conform with the requirements contained in the general Statement of Work entitled "Technical Assistance: Program Evaluation with Performance-Based Standards for Research, Development, Testing and Evaluation Activities in Support of FRA's Safety Program".

C.2 SPECIFIC TASKS - TASK ORDER STATEMENTS OF WORK

The contractor shall perform work assigned under this contract as directed in task orders issued by the Contracting Officer, in accordance with the terms and conditions of Section H or as specified elsewhere in the contract. The guaranteed minimum quantity required and the possible maximum quantities, which may be required under the contract, are stated in subsection B.1 above.

C.3 DELIVERABLES

Unless stated otherwise each task order will require the submission of Monthly Progress Reports as described in Section F - Deliveries or Performance. Additional reports or other deliverables may also be required as specified in the individual task orders.

STATEMENT OF WORK

Technical Assistance: Program Evaluation with Performance-Based Standards
For Research, Development, Testing and Evaluation Activities
in Support of FRA's Safety Program

1.0 BACKGROUND

Program Managers for Federal Railroad Administration's (FRA) Human Factors Research & Development (R&D) Program in the Office of Research and Development desire to help build and restructure their overall program to be more client-focused and outcome oriented **and** to provide enhanced support to FRA's Safety Program. Clients include internal government stakeholders in the FRA, as well as external management and labor stakeholders in the railroad industry. The Human Factors R&D Program include the following on-going program areas:

- Behavior-Based Safety;
- Organizational Safety Performance;
- Fatigue Management and Vigilance Monitoring;
- Workload, Stress and Fatigue;
- Crew Resource Management and Teaming;
- Human Reliability and Positive Train Control Systems;
- Digital Communications, Technology and Information Management;
- Yard, Passenger and Freight Operations;
- High-Speed Passenger Operations;
- Grade Crossing Safety;
- Locomotive Simulator Studies;
- Ergonomics.

The intent of this contract is to provide program evaluation tools to support the research, development, testing and evaluation activities of FRA. Results from this overall effort should be broadly applicable to FRA R&D activities and to FRA's Safety Program. It is intended to improve the timeliness, accuracy and effectiveness of responses in short-term reactive conditions, especially with technical support to FRA's Office of Safety. Also, it is to support more proactive and strategic research and evaluation activities that will be of benefit to the rail industry at large, by developing performance-based standards and management systems, especially for the continuous improvement of the Human Factors R&D program.

2.0 GOALS

The long-term goals of this Contract are to provide support service to assist FRA's mission to reduce human factors accidents, injuries and deaths in the railroad industry in a cost effective or cost efficient manner. The support services may, at FRA's discretion, investigate any direct links between the reduction in these incidents and the program performance. More immediate program goals are to improve the quality and delivery of service, and thus the utilization, outcome and impact of research, development, testing and evaluation activities at FRA, especially within the Human Factors R&D Program.

The long-term strategic goals of this contract are to: 1) help achieve the strategic goals of the Human Factors R&D Program and the agency, 2) support the coordination of R&D programmatic activities with the Office of Safety's goals and initiatives, 3) help regularly inform internal key policy and senior agency decision makers in a timely manner regarding human factors safety issues, 4) build internal agency capacity for program evaluation, and 5) provide support for the development and evaluation of decision-aid tools, performance-based guidelines, and other non-prescriptive safety management systems.

Resulting outputs from this contract should help establish objectives links between R&D program activities and long-term safety-related outcome goals. Moreover, this contract should help improve the process by which research programs and projects are identified and prioritized.

3.0 SCOPE

Tasking under this contract shall assist the program managers in their research, development, testing and evaluation activities. Such tasking areas shall include conducting *formative evaluations* and establishing *performance-based standards* and management systems that are designed to inform key policy and decision-makers (FRA Office of R&D, FRA Office of Safety, Volpe Center and the railroad industry) in ways that improve the overall performance of FRA's Safety Program, and thus increase the overall program's performance (i.e. feasibility, utility, impact and effectiveness). The contractor shall effectively communicate research and evaluation findings to non-technical people, both orally and in writing. The contractor shall also facilitate meetings and discussions with diverse groups of people, at all levels, toward common goals.

It is estimated that approximately 6,000 labor-hours will be required over the base period of performance. Two additional two-year optional periods, with 12,000 labor-hours for each option period, may be unilaterally exercised during the first and third year of the contract at the option of the Government. Additional support for conducting, managing, and implementing program evaluation tasks may be provided through the Volpe National Transportation Systems Center. Discrete research and evaluation requirements are defined, individual task orders will be established under this contract to address specific research and program evaluation needs.

4.0 GENERAL DEFINITIONS AND CONCEPTUAL DISCUSSION

Human Factors. The term 'human factors' refers to the design of systems, subsystems and components for human use, such as Positive Train Control (PTC) systems, fatigue education and training, organizational safety performance, or other safety practices. "Human-centered systems" design principles implies respect for human capabilities, limitations, characteristics, behavior and motivation, and recognizes that systems, subsystems and components can only be as effective as the humans who must use them. The goals of human factors requirements and concepts in railroad systems design are (a) to increase the effectiveness and efficiency of work, (b) to reduce human error, stress and fatigue, and (c) to enhance safety.

Program Evaluation. Program evaluation involves cross cutting methodologies (quantitative and qualitative) from a variety of disciplines that systematically measure the performance of a program by assessing its merit and/or worth.¹ Program evaluations are undertaken to ascertain strengths and weaknesses and provide direction for improvement. Program evaluations also provide documentation for accountability, evidence to guide decision making, and specific recommendations for increasing the overall feasibility, utility, effectiveness and impact of a program's activities, and thus the overall program's performance. The process of program evaluation identifies important stakeholders and their questions, defines assessment and success criteria, obtains and analyzes relevant information, measures and judges the program's merit and/or worth, reports the results, and promotes appropriate and effective use of the findings. Sound program evaluations meet standards of utility, feasibility, propriety, and accuracy.²

1 Rossi, Peter H. Evaluation: a systematic approach. SAGE Publications, Inc. 1999, p. 20.

2 The Joint Committee on Standards for Educational Evaluation, James R. Sanders, Chair. (1994). The program evaluation standards: How to assess evaluations of educational programs. 2nd Edition. Thousand Oaks, CA: SAGE Publications, Inc.

Performance-Based Standards. A performance-based regulatory standard has been defined as a rule, regulation, or standard that specifies the desired outcome but gives firms discretion in how they meet that outcome.³ For performance-based regulatory standards to be useful, performance indicators and performance measures must first be established, with enough time for intervention to occur to avoid the ultimate negative consequence.⁴ For FRA's Human Factors R&D Program, performance-based human factors standards are defined as *a system of validated program performance measures and performance indicators that serve to systematically monitor and continuously improve overall program performance and results, in terms of feasibility, utilization, effectiveness, and impact of human factors research in the railroad industry.* The resulting performance-based human factors program standards not only should help establish measures for evaluating the impact of FRA's Human Factors Program, but also should help establish criteria for prioritizing research and allocating resources within the human factors program.

Anticipated Methodological Approaches. General methodological approaches, which are anticipated and may be utilized in a Task Order, include mainstream research and evaluation methods, including but not limited to:

- Program Evaluation – evaluation planning, logic models, needs assessments, etc.
- Research Design – research conceptualization, mixed methods design, experimental and quasi-experimental design, field research, case study and naturalistic design, causal analysis, power analysis, design sensitivity
- Statistical Analysis – t-test, chi-square, linear multiple regression, ANOVA, etc.
- Measurement – reliability and validity, instrument and protocol construction, test bias, item analysis, aptitude, ability, performance testing; sampling theory and techniques (including small “N” sampling strategies), survey methods, measuring attitudes, beliefs, and values, use of rating scales, etc.
- Meta-evaluation and Meta-analysis
- Qualitative Methods – focus groups, ethnography, interviewing, content analysis, participant and non-participant observation
- Database design and management
- Other quantitative and qualitative methodologies

Individual task orders may involve using one or more of the above methodological approaches. The initial task order under this contract shall be issued for a Task Plan of Action and may become effective upon award of this contract.

5.0 REQUIRED EXPERTISE

The contractor will be required to provide the range of expertise needed that matches individual skills with specific tasks requirements. We encourage all contractors to collaborate with other professional organizations and institutions to ensure the required expertise to complete all tasks. In view of the above, the contractor must provide the following key personnel that meet the minimum qualifications as outlined below in Table 1.

3 Viscusi, Kip. (1983). Risk by Choice: Regulating Health and Safety in the Workplace. Cambridge, MA: Harvard University Press.

4 Wiese, Jeff (2002). “Comments on Performance-based Regulation: Prospects and Limitations in Health, Safety, and Environmental Protection”. May 13. Washington, DC.

TABLE 1: MINIMUM QUALIFICATIONS OF KEY PERSONNEL

Labor Category	Minimum Qualification
National Expert in Research and Program Evaluation (1)	PhD, in Social, Behavioral, Political or Management Sciences, including Education, Educational Psychology, Psychology, Anthropology, Sociology, Management, Organizational Behavior, Policy Studies, or a related field of study, and at least 5 years of program evaluation experience. Credited with several publications in peer-reviewed evaluation journals. A strong background in both research methods and evaluation is essential.
Sr. Researchers and/or Program Evaluator (1)	Master's Degree in Social, Behavioral, Political or Management Sciences, including Education, Educational Psychology, Psychology, Anthropology, Sociology, Management, Organizational Behavior, Policy Studies, or related field of study, and at least 5 years of program evaluation experience. Credited with several publications in peer-reviewed evaluation journals. A strong background in both research methods and evaluation is essential.
Program Manager (1)	Master's Degree in Management, Social, Behavioral, or Political Sciences, including Management, Organizational Behavior, Education, Educational Psychology, Psychology, Anthropology, Sociology, Policy Studies, or a related field of study, and at least 3 years experience in managing a complex research or evaluation program of at least \$500,000 with multiple concurrent projects.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

- a. All packing, packaging and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.
- b. All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be clearly marked with the name of the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

D.2 PAYMENT OF POSTAGE AND FEES

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
52.243-1	AUG 1987	CHANGES-FIXED-PRICE-ALTERNATE III (1984)

E.2 INSPECTION AND ACCEPTANCE

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

SECTION F - DELIVERIES OR PERFORMANCE

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

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

F.2 TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSES

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

F.3 PERIOD OF PERFORMANCE

- a. Basic Period of Performance (Term): The period of performance for the basic period shall be one (1) year/12 months commencing from the effective date of the contract (*Definitive dates to be determined at the time of award*).
- b. 1st Option Period of Performance (Term): The period of performance for the 1st option, if exercised by the Government, shall be for two (2) years/24 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).
- c. 2nd Option Period of Performance (Term): The period of performance for the 2nd option, if exercised by the Government, shall be for one (2) years/24 months commencing from the exercising of the option (*Definitive dates to be determined at the time of award*).
- d. The FRA reserves a unilateral right to extend the term of the contract through the exercise of either one or both two-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If both options are exercised by FRA, the total period of performance for this contract will be five (5) years from the effective date of the contract. Task Orders may be issued any time during the period of performance of the contract and the period of performance for each individual task order will be specified in the task order (see Section H.6 hereof).

F.4 F.O.B POINT

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

F.5 PLACE OF DELIVERY

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

U.S. Department of Transportation
Federal Railroad Administration
Office of Research and Development
Attention: Michael Coplen, Human Factors Program Manager
1120 Vermont Avenue, NW, Mail Stop 20
Washington, D.C. 20590

b. A copy of each transmittal letter for each progress, summary, and final report shall be delivered to the Contracting Officer at the following address:

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

c. At the discretion of the government, a electronic copy of each transmittal letter for each progress, summary, and final report may be requested to be delivered to the Task Monitor (TM) at the following address:

U.S. Department of Transportation
Research and Special Programs Administration
Volpe National Transportation System Center
Attention: *(Attention: to be determined)*
55 Broadway, Kendall Square
Cambridge, MA 02142

F.6 DELIVERABLES AND DELIVERY SCHEDULE

During the performance of task orders issued against this contract, the contractor, unless directed otherwise in the task order, shall deliver a monthly progress report specific to each order. All other task-specific deliverables will be identified by individual task order. Typical deliverables are summarized below. Specific format/content requirements for each deliverable are set forth in subparagraph F.6.

DELIVERABLE	SCHEDULE	NO. OF COPIES	REFERENCE
Monthly Progress Reports	Within 15 days following the end of each month	3 hard copies and 1 electronic copy of the progress report (1-3 pages)	F.4 & F.7
Draft and Final Reports	As required by individual task order	As required by individual task order	F.7 & F.4

F.7 CONTENT OF DELIVERABLES

(a) Monthly Progress Reports: Individual monthly progress reports shall be submitted for each task order issued under the contract. Within fifteen (15) days following the end of each month, the contractor shall submit to the designated Contracting Officer's Technical Representative (COTR) and Task Monitor (TM) three hard copies and one electronic copy of Monthly Progress Reports (1-3 pages) describing:

- (1) A detailed summary of the major accomplishments under the task order during the reporting period, actual versus planned cost and schedule status;
- (2) Problems which may arise and recommended remedial actions separated into logical elements of work. If warranted, include a brief description of any technical and /or cost problems encountered or anticipated (if any) that will affect completion of the project within the established time frame and any fiscal constraints. In addition, recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FRA, shall be included in the reports. If no technical or cost problems were encountered, a statement to that effect shall be made;
- (3) Actual versus planned level of effort broken down by individual task orders, including cumulative expenditures incurred;
- (4) Minutes of any status review meetings. This shall include pertinent data and graphs sufficient to explain any significant results achieved;
- (5) This report shall include all tasks awarded under this contract.

An example of the format that shall be used for monthly progress reports will be provided upon contract award.

(b) DRAFT REPORTS: Draft reports, as specifically required by task orders, shall fully describe all work performed, including data, analyses, and interpretations, as well as conclusions and recommendations based upon results obtained. The draft report shall include tables, graphs, logical models and any other drawings in sufficient detail to comprehensively explain the results achieved processes established under the task order. Since this is a draft report, submitted for Government review and comment, it is not required that this report be prepared in accordance with DOT/FRA/ORD-81/71 (as required for final reports). However, a draft report should be, where possible, reasonably consistent with the format requirements of this order, and shall be reviewed for editorial and technical content errors prior to submission to the Government.

(c) FINAL REPORTS: Final reports shall fully incorporate all comments received from the Government as a result of its review of the draft report. As required for the draft report, the final report shall describe all work performed, including data, analyses, and interpretations, as well as conclusions and recommendations based upon results obtained. A final report shall include tables, graphs, logical models and drawings in sufficient detail to comprehensively explain the results achieved under the task order. The content and format of a final report shall be prepared in a camera-ready format after FRA approval and shall also be supplied in PDF format for inclusion in the R&D report web page.

All interim and final reports and software and data tapes shall be prepared in accordance with ANSI/NISO Z39.18-1995 (Scientific and Technical Reports—Elements, Organization, and Design). Final reports shall be prepared in camera-ready format after FRA approval and shall also be supplied in PDF format for inclusion in the R&D report web page. These reports shall be converted from an MS Word 2000 (*.doc) file to an ADA-compliant PDF file using Adobe Acrobat 5.

(d) OTHER DELIVERABLES: Each task order negotiated under this contract may require and identify

additional reports or other deliverables, and may establish appropriate content, quality standards or delivery schedules requirements for such reports or deliverables, as needed. Additionally, while deliverables will usually be technical reports, according to the needs in a particular task order, they also may be briefings, microprocessor or word processing diskettes, CD's hardware and software (computer programs), and associated user manuals including sample inputs and outputs from actual runs, drawings, photos, video tapes, or some combination of these. The type of each deliverable will be determined by the nature of the requirement generating the task order. After receipt of the contractor's final report, either in draft or final form, the Contracting Officer or the COTR may request the contractor to present an informal briefing and review of the work conducted under the task order.

(e) Other Reports Interim and final reports and software and data tapes shall be prepared in accordance with ANSI/NISO Z39.18-1995 (Scientific and Technical Reports -- Elements, Organization, and Design), except for the cover, which shall be in accordance with attached sample. Final reports shall be prepared in camera-ready format after FRA approval and shall also be supplied in PDF format for inclusion in the R&D report web page. These reports shall be converted from an MS Word 2000 (*.doc) file to an ADA-compliant PDF file using Adobe Acrobat 5.

Deliverables will usually be technical reports, but may also be briefings, microprocessor or word processor diskettes, CD's, hardware and software (computer programs), and associated user manuals including sample inputs and outputs from actual runs, drawings, photos, video tapes or some combination. The type of each deliverable will be determined by the nature of the requirement generating the task order.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

G.2 CONTRACTING OFFICER'S TASK MONITOR (TM)

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

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

G.3 BILLING INSTRUCTIONS

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

U. S. Department of Transportation
Federal Railroad Administration
Post Office Box 268943
Oklahoma City, OK 73126

G.4 TRAVEL AND PER DIEM

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

- (a) All travel shall be reimbursed in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available.
- (b) The contractor shall be reimbursed for actual costs for per diem/subsistence costs in accordance with current Government travel regulations.

G.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

- (a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- (b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

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

National Experts in Research and Program Evaluation (1)*
Sr. Researchers and Program Evaluators (1)*
Program Manager (1)*

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

G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of

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

G.7 FUNDING

Funding for performance of task orders will be assigned and obligated by the individual orders issued against the contract in accordance with clause H.6 of the contract. Award of a contract does not constitute an authority to commence work or incur costs on behalf of the Government.

G.8 GOVERNMENT-FURNISHED EQUIPMENT

All Government-furnished equipment under this contract shall be relinquished to the contractor for care, custody, control and maintenance under an executed task order (see Attachment 1) in accordance with TAR 12.252.70 and FAR 52.245-5.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

H.2 REPRODUCTION OF REPORTS

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The required number of copies exceeding the above limits will be reproduced by the Government. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order thereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

H.3 PRIMACY OF THE INTERNATIONAL SYSTEM OF UNITS (SI)

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

H.4 TASK ORDERING PROCEDURES

(a) Task Orders negotiated under this contract may only be issued by a designated Contracting Officer representing the Department of Transportation, Federal Railroad Administration.

(b) Task orders may be solicited, negotiated, and issued from the effective date of this contract through completion or termination of the base one-year period and/or each of the two successive two-year option periods of the contract. If both options are exercised task orders may be issued through a five-year period commencing from the effective date of contract. The period of performance for individual task orders issued under this contract may extend for two years beyond the period of performance of the contract for the base period and for each of the two option periods, if exercised.

(c) All task orders shall be subject to the terms and conditions of this basic contract. In the event of conflict between a task order and this contract, the contract shall control. The Government will issue task orders for those segments of work defined in the Statement of Work appended hereto as Attachment A. The task orders shall be the instruments for specific work performance.

(d) Funding for all work shall be provided through incrementally or fully funded task orders issued under this basic contract document. Under no circumstances shall the Government be obligated to pay for, nor shall the contractor be obligated to perform, work which is in excess of the current funded amounts.

(e) Most task orders will be executed through bilateral agreement between the contractor and the Federal Railroad Administration Contracting Officer. However, the Government reserves the right to execute task orders unilaterally. If mailed, a task order is considered issued when the Government deposits the signed and consummated order in the mail. Task orders may be issued orally, by facsimile, and when executed in writing, shall use using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument. All oral orders shall be confirmed in writing by executing an Optional Form 347 within 5 working days after the oral order was issued. An oral order can only be issued by an FRA Contracting Officer

(f) There is no limit on the number of task orders that may be issued against this contract, if and when needed, within the maximum value of the contract (sum of CLIN's 0001 through 0003 at the time of award). It is estimated that task orders will be issued under this contract at the cumulative rate of approximately 6,000 direct labor hours for the 1 year base period and 12,000 direct labor hours for each two-year option periods, if exercised. However, if the Government's requirements (in any period or in all periods combined) do not result in task orders against this contract beyond the stated minimum value (\$50,000), that fact shall not constitute the basis for an equitable price adjustment.

(g) Any task order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The task order 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.

(h) Orders placed under this contract shall contain the following information:

- (1) Effective date of the order;
- (2) Contract number and order number;
- (3) Scope of Work, including references to applicable requirements in the basic contract;
- (4) List of any Government-owned or third party property, material, or facilities to be furnished for the performance of the work;
- (5) The estimated cost/limit of the task order for complete performance;
- (6) Delivery or performance period
- (5) Place and manner of inspection and acceptance;
- (7) Packaging, packing, and shipping instructions, if any
- (8) Accounting and appropriation data; and
- (9) Any other pertinent information.

(i) In implementing a task order, the contractor shall maintain at all times, a complete updated cost and labor hour projection for completion of the work under the task order. If at any time the contractor becomes aware that a task order cannot be completed within the costs identified within the finalized task order document, the contractor shall notify the Contracting Officer in writing, with an updated cost and labor projection. In no event shall the Government be responsible for costs in excess of the value established in the executed task order document, without formal written approval by the Contracting Officer.

H.5 TASK ORDER PROPOSAL EVALUATION

(a) Written solicitations for each prospective task order will be issued by the Contracting Officer. Each prospective task order solicitation shall include the specific statement of work. Within 15 days after issuance of a solicitation request, the contractor shall prepare and submit to the Contracting Officer a proposal which shall include a task plan of action. The proposal shall serve as the basis for negotiation of a finalized task order and shall specify the following:

- (1) The approach (task plan of action) to the work to be performed;
- (2) The estimated manpower, including a level of effort estimate for the required number of labor hours, by labor category and scheduled billing rates for each task or subtask;
- (3) The estimated direct material, travel, subsistence, and similar costs, if required;
- (4) The proposed fixed fee with supporting substantiation (i.e. risk factors associated with the statement of work--see FAR 15.404-4(d));
- (5) The planned time schedule for performance with milestones suitable for monitoring task progress;
- (6) Dollar amount and type of any proposed subcontract, including information necessary in accordance with FAR clause 52.244-2, "Subcontracts (Cost-Reimbursement and Letter Contracts)";
- (7) The total cost estimate, identifying both the cost and fee elements to be drawn against the negotiated ceilings under the basic contract. The cost breakdown shall utilize the current applicable direct and indirect cost rates, not exceeding any ceilings established by the terms of the contract; and
- (8) Any other pertinent information related to the cost estimate or technical approach.

(b) Upon receipt of the contractor's proposal, the Contracting Officer will evaluate the proposal response to determine its technical acceptability, sufficiency, and reasonableness within the terms of the contract. The Government reserves the right to accept or reject the contractor's order proposal without further discussions or negotiations. The Contracting Officer will hold negotiations, as necessary, to resolve any technical and cost issues in the proposal.

(c) Upon completion of the above process, the contractor shall be issued a completed order document accompanied by the Statement of Work to include the incorporation by reference of the accepted task plan of action within the proposal. Only upon receipt of a fully executed task order shall the contractor commence work thereunder. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a fully executed task order, which has been signed by the Federal Railroad Administration Contracting Officer.

H.6 LEVEL OF EFFORT

(a) The estimated level of effort, for the base period of 12 months, commencing from the effective date of the contract, is 6,000 direct labor hours, and if exercised, 12,000 hours for each additional two-year option period. See subparagraph B.1 for the stated minimum quantity.

(b) For the purpose of determining the number of direct labor hours furnished, all hours applicable to part-time, full-time and temporary employees of the contractor are included. Hours applicable to subcontractors, consultants, or in the performance of overhead functions are not included.

H.7 TASK ORDER CEILINGS

(a) The contractor shall not exceed the estimated ceiling of direct labor hours nor total estimated cost for each individual task order unless authorized by the Contracting Officer.

(b) In the event the contractor has received written authorization from the Contracting Officer for direct labor hours or total estimated costs to exceed the ceiling for a specified individual task order, the contractor may or may not be entitled to an equitable adjustment in fixed fee proportionate to the initial amount. The determination of entitlement to fixed fee on the equitable adjustment will be made by the Contracting Officer.

(c) In the event that fewer direct labor hours or estimated total costs are used by the contractor in accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, and the Government has not invoked its rights under the clause of the General Provisions titled, "Termination (Cost Reimbursement)," to adjust the contract for such reduced effort, an equitable adjustment shall be made in the estimated cost, fixed fee, and other affected contract provisions in accordance with the procedures provided for in the "Changes" clause of the General Provisions. The parties agree that any downward fee adjustment shall be proportionate to the initial task order obligation.

H.8 NOTICE OF INCORPORATION OF SECTION K

Section K, Representations, Certifications, and Other Statements of Offerors, of the original solicitation document, are not provided with this contractual document. Section K, however, is fully incorporated herein by reference.

H.9 SPECIAL PROPOSAL MAILING INSTRUCTIONS

Offerors are instructed to either hand carry proposals or **mail by any means other than the U.S. Postal Service to:** Federal Railroad Administration, 1120 Vermont Avenue, N.W., Washington, D.C. 20005. The envelope should clearly identify the solicitation number and Contract Specialist's name and contain a return address.

H.10 SERVICE CONTRACT ACT APPLICABILITY

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

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 1997	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (applicable only if facilities capital cost of money is not proposed)
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 2000	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS

52.219-9	OCT 2000	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.219-4	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	APR 1984	PROHIBITION OF SEGRATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	OCT 1996	BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM
52.225-19	JAN 1996	EUROPEAN UNION SANCTION FOR SERVICES
52.226-1	SEP 1996	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN- OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 2003	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT, Alt 1, Oct 2001
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1991	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE – ALTERNATE III (APR 1984)

52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS Alternate II (AUG 1998)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1252.211-71	OCT 1994	INDEX FOR SPECIFICATIONS
1252.242-72	OCT 1994	DISSEMINATION OF CONTRACT INFORMATION
1252.245-70	OCT 1994	GOVERNMENT PROPERTY RECORDS

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
 - (3) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (4) Provide the ACO or designated representative ready access to the records upon request;
 - (5) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (6) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (b) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k). (End of clause)

I.4 FAR 52.216-18 ORDERING (OCT 1995)

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.

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.

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. [End of Clause]

I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$3,000,000;
- (2) Any order for a combination of items in excess of \$3,000,000; or
- (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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) above.

Notwithstanding paragraphs (b) and (c) above, 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 three (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]

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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.

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."

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.

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 five (5) years from the effective date of the contract or the period of performance under an existing task order which was issued within the five years from the effective date of the contract, whichever date is later. [End of Clause]

I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days of expiration of contract.

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.9 FAR 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 11 CFR part 124, subpart B; and

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

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

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

(2) It has submitted a completed application to the Small Business Administration or a

Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of [Contracting Officer insert the percentage] percent to the price of all offers, except -

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) *Agreements*. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.10 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

The Contractor shall--

- (1) Certify any proposal to establish or modify final indirect cost rates;
- (2) Use the format in paragraph (c) of this clause to certify; and
- (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____ Signature: _____
Name of Certifying Official: _____
Title: _____ Date of
Execution: _____ [End of Clause]

I.11 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be

reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations

I.12 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at [52.202-1](#), Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-15, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-16, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.13 PAYMENT FOR OVERTIME PREMIUMS

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
A	Sample Task Orders	3

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

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

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

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the

IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

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

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses

enumerated in subdivision (a)(1)(i)(D) of this provision.

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

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

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

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

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

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

(End of provision)

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

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

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

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

[End of Provision]

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

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

(2) The small business size standard is [insert size standard].

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

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

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

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

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

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

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

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

(1) Means a small business concern -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of clause)

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

The offeror represents that -

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the

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

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

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

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

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

(End of provision)

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

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

Date of Disclosure Statement: []

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

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

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes no

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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 their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

LINKS: <http://www-far.npr.gov> <http://www.deskbook.osd.mil/>

<http://www.dot.gov/ost/m60/acquniv.htm>FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	MAY 2001	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQU
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

L.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997), ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) Direct Material Costs - Actual material requirements, items, and costs will be identified and negotiated by individual task order.

(2) Subcontracting Costs - Offerors should show the total estimated cost of anticipated subcontract effort and provide supporting data for each subcontractor.

(3) Material Overhead - Offerors should show a cost for material overhead only if its accounting system provides for such cost segregation and only if this cost is not computed as part of labor overhead or G&A.

(4) Direct Labor Costs - Actual direct labor costs will be negotiated by individual task order. For proposal purposes, however, the offeror shall budget for the level of effort and skill/mix as identified in subsection L.7. Offerors should show hourly rates and total hours for each category of direct labor proposed. Identify the basis for the direct labor hourly rate including whether actual or projected rates are being proposed; whether or not uncompensated overtime* is being included; and if actual employee or categorical direct labor rates are being applied.

* If uncompensated overtime is proposed, the offeror shall, at a minimum, support its application with evidence of pre-established corporate accounting principals/policies which support its equitable allocation for all work being performed by the contractor and the method for allocating the expense. Failure to support the application of uncompensated overtime may result in an upward adjustment of your cost proposal during its analysis and/or a determination that the proposed price is unrealistic.

(5) Labor Overhead - Offerors should propose and apply an overhead rate(s) which is in keeping with its accounting system. The overhead rate should be fully supported with a recent (less than a year old) Government audit agency audit report showing the recommended overhead rate(s) and base(s). If no such audit report exists, the offeror should furnish data supporting the proposed rates. The data shall include a break down of the items comprising overhead and the base(s) upon which the burden(s) is (are) computed.

(6) Equipment Costs – excluding G&A and fee - Offerors should identify specific equipment unit prices or usage rates if its accounting system supports the direct charge of such costs. Equipment rates may be proposed on any basis (i.e., hourly, daily, weekly, or monthly).

(7) Travel Costs - excluding G&A and fee - Individual travel locations, trip durations, and associated travel costs will be identified and negotiated by individual task order. Consequently, offerors shall incorporate a travel budget unloaded

(8) Individual Consultant Service Costs - Offerors should identify the contemplated consultant(s), state the amount of service estimated to be required, and the propose the consultant's quoted daily or hourly rate.

(9) Other direct costs – excluding G&A and fee - Offerors should list all other direct costs not otherwise included in the categories described above (e.g. services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment) and provide the bases for pricing.

(10) General and administrative expenses - Offerors should propose and apply a G&A rate which is in keeping with its accounting system. The G&A rate should be fully supported with a recent (less than a year old) Government audit agency audit report showing the recommended G&A rate and base. If no such audit report exists, the offeror should furnish data supporting the proposed rate. The data shall include a break down of the items comprising the G&A and the base upon which the burden is computed.

(11) Royalties - Offerors should propose a cost only as applicable.

(12) Contract facilities capital cost of money - Offerors should show a cost for facilities capital cost of money only if its accounting system provides for such cost segregation and only if this cost is not included elsewhere. [End of Provision]

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery, indefinite quantity, cost-plus-fixed-fee contract that results from this solicitation. (End of Provision)

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

written and dated acknowledgment of receipt from the following:

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

L.5 GENERAL INSTRUCTIONS - PROPOSALS

(1) The Government may make award without discussions in accordance with FAR 15.306(a) and solicitation provision FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions. Offerors are encouraged to submit their best offer, since offerors may not have an opportunity to revise their proposals.

(2) The following general instructions establish the minimum acceptable requirements for the format and content of the written proposal(s).

- (1) Proposal Volumes, Organization, and Page Limits: The proposal(s) must be prepared in three separate volumes: Volume I - Technical Proposal, Volume II - Business/Cost Proposal, and Volume III - Past Performance Information. Each of these volumes shall be a stand alone document so that evaluation of one may be accomplished independently of evaluation of the other. See paragraph L.6 for specific Technical Proposal Instructions, paragraph L.7 for specific Business/Cost Proposal Instructions, and paragraph L.8 for specific Past Performance Information Instructions. All proposals shall be typewritten with a font size not less than 10. Page size shall be 8-1/2 by 11 inches. Double-sided pages will include both sides in the page count. The following establishes page limits and other organizational data for proposal information.
- (2) Authorized Official and Submission of Proposal: **PLEASE SEE PARAGRAPH H.9 HEREOF FOR SPECIAL MAILING INSTRUCTIONS.** The proposal must be signed by an official authorized to bind your organization. An original and six copies of your technical and business/cost proposals and an original and one copy of your past performance information, shall be submitted. Submit your proposal volumes to the address indicated in block 7 on the Standard Form 33. The RFP (request for proposal) number (DTFR53-04-R-00002) must be clearly marked on the original and all copies of the proposal, as well as on the face of the envelope in which the proposal is mailed. If proposals are to be hand-carried, they must be closed and sealed as if for mailing. Hand-carried proposals must be delivered to the Contracting Officer designated in block 10 of the Standard Form 33, the designated contract specialist for the procurement, or to their supervisor. Otherwise, the Government cannot be responsible for the proposal.
- (3) Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- (4) Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file. Facsimile transmissions will not be accepted.
- (5) Unnecessarily elaborate brochures: Unnecessarily elaborate brochures or other presentations

beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual, and other presentation aids are neither necessary nor wanted.

- (6) Proposal Costs: The Government will not pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.
- (7) General Provisions: In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract award. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

L.6 TECHNICAL PROPOSAL INSTRUCTIONS

- (a) General Instructions The technical proposal must not contain reference to cost except to the extent that resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., is necessary in order to demonstrate your technical understanding of the Statement of Work and the Sample Task (Attachment A). To permit a thorough and effective evaluation, the technical proposal should be sufficiently detailed to clearly and fully demonstrate that the offeror has a thorough and clear understanding of the RFP's requirements and to permit the Government to make an evaluation of the proposal without further information being required from the offeror. Statements that the offeror understands, can or will comply with the Statement of Work and Sample Task Order, and statements paraphrasing the Statement of Work, the Sample Task Order, or parts thereof, are considered inadequate, and phrases such as "standard procedures will be employed" or "well-known techniques will be used," will not be acceptable and may result in rejection of the proposal. A full explanation of the techniques and procedures proposed to be followed shall be included. Block diagrams, drawings, charts or logic models should be included, as appropriate, to present a full, complete and clear explanation. The proposal submitted may contain trade secrets, commercial and/or financial information which the contractor or its proposed subcontractor(s) does not want disclosed for any purpose other than the evaluation of his/her proposal. All such restricted information contained in the proposal shall be clearly identified. The technical portion of the proposal should be included in Volume I and the cost portion of the proposal should be included in Volume II as described in paragraph L.5.

All information related to the Sample Task Order shall be isolated and clearly marked accordingly. The Task Plan of Action for the Sample Task Order, as incorporated into the Technical Proposal, will be used to help evaluate the offerors' technical capabilities. Thus, it will be used in the selection process and award of the contract from a technical standpoint. The Government also reserves the right to use the cost information related to the Sample Task Order in the selection process. It is recognized that the Sample Task Order is very general in nature. The contractor may select a specific scenario that falls within the Sample Task Order's scope and articulate this scenario as the basis for their proposed technical approach/plan of action. However, it should be noted that all scenarios will be treated equally.

- (b) Specific Instructions. To assist in the expeditious and comprehensive evaluation of the proposals, your response shall be prepared in accordance with the guidelines, format and page limits listed below:
 - (1) **COVER PAGE** - The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) volume shall be originally signed and marked as the original technical proposal. The remaining copies of the

technical proposal shall be annotated as a copy.

- (2) TABLE OF CONTENTS - Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) INTRODUCTION - The introduction should shall not exceed a two-page summary outlining any necessary background information and an overview of the proposal. It should also discuss your interest in submitting a proposal and the importance of this effort in relation to your overall operation.
- (4) **CONTENT OF TECHNICAL PROPOSAL – The offeror must provide an original and 6 copies, of the technical proposal. The following sections shall be included in the Technical Proposal as specified below:**

1. Technical Approach

(a) The offeror shall use as many subparagraphs, appropriately titled, as needed to clearly demonstrate it's understanding and general approach to each tasking area as set forth in the Statement of Work of this solicitation document. The technical approach shall not exceed 15 pages, exclusive of the vital skills list described in subparagraph (b) below.

(b) The offeror shall itemize the vital skills it deems necessary to successfully implement the technical proposal and accomplish the program performance goals as outlined in the Statement of Work. Reasons should be provided for the inclusion and emphasis of certain skills. Vital skills may be as broadly or narrowly defined as necessary to highlight the logical reasoning for their inclusion. The number of vital skills shall not exceed five, and shall be arranged in order of priority. The offeror shall also provide a Summary Table, listing each of the vital skills, summarizing reasons for inclusion, and its priority ranking (see example below). The vital skills list shall not exceed 5 pages, including Summary Table.

VITAL SKILLS	Summary Reasons for Inclusion	Associated Task(s)	Ranking
Example 1			1
Example 2			2
Example 3			3

(c). Sample Task - This section of the technical proposal provides the offeror's response to the sample task set forth in Attachment A, Section J of the solicitation. The sample task provided is representative of the detailed statements of work to be issued as delivery orders. For the sample task, the offeror will provide (1) a description of possible areas to be investigated in researching each task, (2) a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task, (3) a detailed work plan for implementation, (4) a product outline describing what would be the expected deliverable(s) and/or result(s) of this task, and (5) labor hours by labor category but not cost. The offeror shall not propose studies in response to the sample tasks but rather a detailed technical report addressing methodologies/recommendations that meet sample task requirements. The offerors response to the sample task shall not exceed fifteen pages.

(2) Key Personnel – (Also see Sections C) Key Personnel are the individuals designated by the

offeror, and approved by the Government, who will be responsible for the scientific or technical direction of the project. The offeror shall provide the names of all key personnel proposed including a statement of their specific assignments, and the percentage of time (availability) each individual will apply to this contract. Also, the locations of the individuals during the assignment shall be shown (i.e., Headquarters, New York Branch, etc.). A separate resume must be submitted for each key person proposed and shall not exceed 3 pages per resume. The resume should include a description of the employee's experience in providing similar services to those listed in the statement of work and Sample Task Order. Resumes shall be arranged in alphabetical order and show precise time frames of all documented education, training and experience. Documented qualifications that do not clearly show time frames will be judged as out of date and deficient. The resume must indicate if the person is currently employed by the offeror and, if not so employed, what kind of commitment or offer of employment has been made to assure his availability to this project. If proposed project personnel are not currently employed either by the offeror or a proposed subcontractor a signed letter of intent from the person must be included. Involvement and/or commitment to other contracts are of course not a disqualifying factor; however, the proposed personnel must be available to effectively support this contract.

(3) Technical Qualifications and Relevant Corporate Experiences – The offeror shall use as many subparagraphs, appropriately titled, as needed to clearly identify their technical qualifications for the successful implementation of the Scope of services, and their relevant corporate experiences, related to the overall goals in the Statement of Work and to the specific individual tasks in the Sample Task Order. In this section, the offeror shall demonstrate their previous experience under contract with similar requirements of the Statement of Work and Sample Task Order (Attachment A). The Technical Qualifications and Relevant Corporate Experiences section shall not exceed 5 pages.

(4) Management Plan /Program Quality Control Plan The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed line of responsibility, authority, and communication through which the tasks will be managed, and the procedure to be taken to ensure quality control and cost control. The offeror must define the proposed organizational structure (including responsibilities, and reporting structure) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the Federal Railroad Administration command structure. The offeror must propose policies and procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems. The management plan shall include a staffing plan which proposes how the non-key personnel portion of the contract will be staffed. In the plan the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those for whom the offeror has binding contingency hire agreements. Also the plan must describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of personnel at time of contract award is with current employees or contingent hires. The Management Plan shall not exceed 20 pages.

(5) Equipment, Facilities and Technologies – The offeror shall identify what resources, if any, are currently available as contractor-owned equipment/facilities/technologies, including proprietary software and other patented or copyrighted methodologies available for use, with an explanation of how it would be of value (technical or otherwise) to this effort. Licensing or employing existing equipment, facilities, and technologies can be key to controlling direct contract costs associated with developing and maintaining Government programs, and acquiring additional equipment, facilities or technologies. The section Equipment, Facilities, and Technologies shall not exceed 3 pages.

L.7 BUSINESS/COST PROPOSAL INSTRUCTIONS – Original plus 6 copies – no page limitations

(1) General Instructions. The Business/Cost proposal shall consist of three distinct sections: (1) Business Data, prepared in accordance with the instructions in paragraph (1) below, (2) Cost and Pricing Data for the Basic Contract, prepared in accordance with paragraph (2) below, (3) Cost Estimate for the Sample Tasks. The offeror shall follow the format requirements set forth herein.

(1) Business Data

(A) This section shall only be included in the original copy of the Business/Cost Proposal. As such, it shall contain an original, signed copy of this RFP, sections A through K. This document, which may be used as part of the contract award document, shall be fully executed and returned. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Standard Form 33. This document shall not be embellished with any covers or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualification. Offerors should be sure to acknowledge receipt of all amendments if issued.

(B) TERMS AND CONDITIONS - The proposal shall stipulate that it is predicated upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 180 days from the date of receipt thereof by the Government (see Block 12 on the Standard Form 33). Eligible small disadvantaged business concerns are instructed to include in its cost proposal a completed copy of FAR clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, included herein in Section I hereof.

(C) ROYALTIES - The offeror shall furnish information concerning royalties, if any, which are anticipated to be paid in connection with the performance of work under the proposed contract.

(D) INDIRECT COST RATE(S) SUPPORT - The offeror shall provide the basis for all indirect rates including overhead and G&A. Specific accounting information shall be included such as the most current financial records which support the proposed indirect rates, and its method of calculation. In addition, the offer shall include a copy of the most current audit of their financial records. This may include a copy of the most recent audit from the Defense Contract Audit Agency (DCAA) or other commercial accounting firm.

(E) FINANCIAL CAPACITY - The offeror shall indicate if he/she has the necessary financial capacity, working capital and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. The offeror shall submit a copy of their most recent financial statement and all other information deemed relevant to convincingly demonstrate its ability to perform the requirement from a financial point of view. Similar information is requested for any proposed subcontractors.

(F) PERFORMANCE CAPABILITY - The offeror shall provide acceptable evidence of its "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in the offeror's current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources. In addition, the offeror shall indicate its ability to comply with the required performance/delivery schedules, taking into consideration all existing business commitments, commercial, as well as

Government.

(G) SUBCONTRACTING PLAN - The offeror shall include a subcontracting plan in accordance with FAR 19.702, as applicable. The plan must be approved by the Contracting Officer before contract award. If the offeror is not required to submit a subcontracting plan, the offeror must describe the percentage of the proposed effort to be performed by small businesses, small disadvantaged businesses and large businesses.

(2) Cost and Pricing Data - Basic Contract

Offerors are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation by the Government. The offeror shall submit a cost proposal fully supported by cost and pricing information adequate to determine the reasonableness of costs proposed and to determine cost realism. The cost proposal shall consist of a cost-element breakdown consistent with the offeror's cost accounting system, and shall include all supporting explanations or rationale of proposed costs. Offerors shall clearly identify all subcontracted items and include the name and address of the proposed subcontractor. Written quotations for all subcontracted services must be included with the cost proposal. This analysis may also be used to determine the offeror's understanding of the work and ability to perform the contract. The following cost elements shall be addressed:

- (A) Direct Labor: Direct labor cost estimates shall be supported with breakdowns by the major functional areas, including the number of labor hours estimated, and estimated percent of total overall labor time, for each individual proposed and their corresponding actual or average hourly rates. The total estimated labor hours for the base period of performance and subsequent option periods shall correspond with the hours presented herein in paragraph B.2. Offerors should use the functional categories set forth below for direct labor distribution when preparing the direct labor portion of their proposal.

FUNCTIONAL CATEGORY	ESTIMATED LABOR HOURS	ESTIMATED PERCENT OF TIME
Program Management (National Experts in Program Evaluation)		
Project Management (Sr. Program Evaluators, Researchers)		
Technical Support (Research Assistants, Technical Writing, etc.)		
Administrative Support (Contract Management and Administration)		

The offeror must submit proof of proposed wages, salary rate schedules and a plan for any additional compensation resulting from employee relations, profit sharing, pension or health and welfare benefits. The proposal shall indicate whether current rates or escalated rates are used. If an escalation of labor rates is incorporated in the cost proposal, state the percentage and methodology used for the proposed escalation; i.e., a fixed escalation factor applied to a base rate as of a specified date, or a proposed average rate which incorporates the actual rate and

the proposed escalated rate for the period of performance.

(B) Other Direct Costs: Include in this category estimated costs for all other direct costs associated with providing the type of service to be acquired (i.e., consultants, subcontracts, transportation/travel, supplies, communications, etc.) A complete explanation of each element of cost, detailing the rationale used in developing the estimate, must be included. The explanation shall include a reference to a requirement in the statement of work.

Since actual requirements will be identified by each task order after award, offerors shall incorporate travel costs as other direct costs within the appropriate periods of performance. These estimates should not preclude offerors from estimating other direct costs that can be reasonably estimated.

(C) Indirect Costs: Indirect costs shall be proposed in accordance with the offeror's current negotiated rate agreement with DCAA or other government audit agency. The offeror shall provide the name, address, and telephone number of their cognizant Government audit agency and a copy of their latest negotiated rate agreement. If the offeror does not have a negotiated rate agreement, the indirect rates proposed must be fully justified and are subject to negotiation. The justification shall include a breakdown of the items comprising overhead and the base(s) upon which the burden(s) is (are) computed.

(D) Fee: The offeror shall propose a fixed fee and shall provide supporting rationale for the proposed fee. The offeror shall also indicate the application of fixed fee.

(2) Cost and Pricing Data - Startup Tasks

A separate section in the cost proposal shall be prepared for the startup task orders as identified in Attachment A. Note: This information shall be included in the cost proposal only and not as part of the technical proposal.

(3) Other Instructions.

- (1) Cost Accounting System: The offeror shall provide a detailed description of the offeror's accounting system along with a copy of the most recent Government auditing agency accounting system review. Additionally, it is requested your firm list its cognizant Government audit office, including address, telephone number, and the name of the supervisory auditor.
- (2) Forward Pricing Rate Agreement: If an offeror is operating under a current Government auditing agency forward pricing agreement, a copy of the agreement should be furnished with the proposal.
- (3) Uncompensated Overtime Policy: The offeror shall describe its corporate policy on uncompensated overtime, addressing its standard work week. The offeror shall describe any deviation from its corporate policy in developing direct labor rates for this proposed contract. If uncompensated overtime is proposed, the offeror shall provide written documentation which supports the proposed amount of overtime which is uncompensated. This documentation shall include all relevant historical data which would support the offeror's claim, including prior billing practices. A statement shall be included as to whether or not a Government auditing agency has reviewed the proposed uncompensated overtime policy.

L.8 PAST PERFORMANCE INFORMATION (Original plus 6 copies – no more than 10 pages)

- (1) General Instructions. Offerors should note the difference between organizational experience and past performance. Organizational experience pertains to the types and amounts of work experience previously performed by a contractor, whereas, past performance relates to the quality and how well a contractor performs the services. Past performance information is an indicator of the offeror's ability to perform the contract. The assessment of past performance is separate from the responsibility determination required in accordance with FAR 9.103. The number and severity of an offeror's problems, the effectiveness of corrective action taken, the offeror's overall work record, and the age and relevance of past performance information shall be considered. Offerors lacking a record of relevant past performance or for whom information on past performance is not available, shall be evaluated neither favorably nor unfavorably.

It is the responsibility of the offeror to ensure all information supplied as references is current and accurate, i.e., contact persons, phone numbers and fax numbers. Offerors should contact their references prior to submittal of their written proposal to inform them of the urgency of their response to our past performance survey. The Contracting Officer will not contact offerors if the information provided is incorrect, incomplete or no longer current.

If clarifications are requested or negotiations are conducted with the offeror, the offeror will be afforded an opportunity to discuss past performance information on which the offeror has not had a previous opportunity to comment. **However, names of individuals providing reference information on past performance will not be disclosed.**

The Government shall not be limited to the information or references provided solely by the offeror. Information offered or obtained independently of this solicitation may be used in the evaluation of the offeror's past performance.

- (2) Specific Instructions. Offerors shall submit a description of the last (5) contracts or subcontracts (Government or Commercial) awarded to the offeror for similar services completed during the past three years and all contracts and subcontracts for similar services currently in progress. The following information must be included for each reference:

- (1) Contract title
- (2) Contract number
- (3) Name of Government or commercial contracting activity, address and telephone number
- (4) Procuring Contracting Officer's name and telephone number
- (5) Procuring Project Officer's name and telephone number
- (6) Date of contract award and period of performance, including options
- (7) Contract type
- (8) Contract award amount
- (9) Final, or project final, contract price/cost
- (10) Brief description of the requirement
- (11) Description of contract performance to include a brief explanation of any problems or delays encountered and any corrective actions taken in regards to either cost, schedule, or performance.

L.9 ORAL PRESENTATION

A. The government reserves the right to make a contract award without conducting Oral Presentations.

B. THE OFFEROR SHALL SUBMIT FOR THE ORAL PRESENTATION AN ELECTRONIC COPY (CD FORMAT) AND FIVE(5) PAPER COPIES TO THE GOVERNMENT IN A SEALED PACKAGE ALONG WITH ITS TECHNICAL, COST, AND PAST PERFORMANCE PROPOSAL. OFFERORS WHICH FAIL TO SUBMIT THE ORAL PRESENTATION MATERIALS BY THE SOLICITATION CLOSING DATE WILL BE DETERMINED NON RESPONSIVE.

C. After initial review and evaluation of the written proposals, Oral Presentations, if conducted, will be held with a limited number of offerors identified by the government to be in the competitive range. Immediately after the oral presentation, the offeror's team shall submit to an interview conducted by the Government representatives. The sole purpose of the oral presentation and the interview is to permit the Government to evaluate the management team's relative technical knowledge and competence with regard to the Government's requirements and program objectives. Cost issues will not be discussed during the Oral Presentation. The offeror's oral presentation and interview answers, including all slides, are a part of its technical proposal.

The Contracting Officer will schedule the oral presentation for all offerors determined to be within the competitive range and, the offeror will be notified of the date, time, and location of their oral presentation. The Contracting Officer will select the order of contractor presentations by conducting a lottery. The oral presentations shall be made at the Government's facility in Washington, DC. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contracting Officer.

D. Three (3) hours will be allotted for each oral presentation, including at least 30 minutes for a question and answer period. The offeror must be prepared to address the following topics during the three (3) hour time frame.

- (1) Capabilities in addressing the requirements of the statement of work
- (2) Sample Task
- (3) Management Plan
- (4) Corporate experience and applications of similar research and evaluation effort

The three (3) hour time limit will be strictly enforced by the Contracting Officer.

E. A maximum of five (5) contractor personnel may attend the Oral Presentations. Four (4) of the five may participate in the oral presentation and the fifth attendee may observe only. All of the participants shall be proposed key personnel. The proposed Program Manager must be one of the four presenters.

F. The Government will provide the following equipment for the oral presentations:

- (1) Computer
- (2) PowerPoint 9.0
- (3) One flip chart pad/stand
- (4) Marker pens

L.10 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION

Inquiries concerning the solicitation requirements shall be in writing, email or fax and must be received by the Contracting officer at the location noted in Block 7 of the Standard Form 33, "Solicitation, Offer and Award," or email to Sharon.Flowers@fra.dot.gov, on or before 15 Calendar days prior to the closing date. Fax inquiries to 202-493-6171 are acceptable with a telephone call to 202-493-6152 to give notice of the fax transmittal. In the event of an amendment to the solicitation, questions must be received within 3 calendar days after issuance of the amendment or 12 calendar days prior to the closing date, whichever is later.

SECTION M - EVALUATION FACTORS FOR AWARD

M.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 their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

LINKS: <http://www-far.npr.gov>

<http://www.desbook.osd.mil/>

<http://www.dot.gov/ost/m60/acquniv.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

M.2 COMPETITIVE RANGE DETERMINATION

The government may evaluate the written and cost proposals to determine a preliminary competitive range for the purpose of conducting Oral Presentations.

M.3 TECHNICAL PROPOSAL EVALUATION

The technical proposals and Sample Task Order (Attachment A) will be evaluated in accordance with the evaluation factors set forth below. The technical evaluation criteria described and listed below form the basis by which each offeror's proposal is to be evaluated. The technical evaluation will be based on the extent to which the offeror demonstrates its capability to provide the required expertise to perform the requirements of this proposed contract. The technical evaluation criteria is listed in descending order of importance.

(a) TECHNICAL APPROACH:

1. Technical Approach: The evaluation will be based upon the extent to which the offeror clearly demonstrates an understanding and general approach to the tasking areas set forth in the SOW.

2. Vital Skills: The evaluation will be based upon the extent to which the vital skills identified by the offeror demonstrate the ability to accomplish the SOW and Sample Task Order requirements.

3. The Sample Task will be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully provide the Government's requirement under the Sample tasks.

(b) KEY PERSONNEL: The evaluation will be based upon the extent to which personnel resumes submitted by the offeror clearly meet, or exceed, the education and experience required by the labor category in Section C. To be considered, all key personnel must have letters of commitment in the proposal, and be available full-time unless exempted (see Section L), and otherwise comply with the requirements in Section L for Key Personnel.

(c) TECHNICAL QUALIFICATIONS AND RELEVANT CORPORATE EXPERIENCE: The evaluation will be based on the extent to which corporate experience submitted by the offeror clearly

demonstrates relevant experience in research and evaluation methods. This section will also be evaluated on the extent to which the offeror provides evidence of previous applications using relevant research and evaluation methods specifically applicable to those tasks set forth in the SOW and Sample Task Order.

- (d) MANAGEMENT APPROACH/PROGRAM QUALITY CONTROL PLAN: Evaluation of the management plan will be based on the extent to which the plan demonstrates sound business practices in response to the requirements in Section L. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates an ability to staff the non-key personnel over the life of the contract..
- (e) EQUIPMENT, FACILITIES AND TECHNOLOGY: The evaluation will be based upon the extent to which proprietary equipment, facilities or technology can be made available to the Government, adding technical or monetary value to the contract that significantly increases the likelihood of major improvements in program performance.

Each offeror's technical proposal shall be scored by using one of the following adjectival ratings, which will be based on a composite of adjective ratings assigned to each of the five (5) criteria listed above. The ratings will be supported with an offeror's strengths, weaknesses, and deficiencies as well as associated risks in accordance with FAR Part 15.

OUTSTANDING	Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance and efficiency is anticipated.
BETTER	Fully meets all the solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
ACCEPTABLE	Meets all the solicitation requirements. The proposal is complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements.
MARGINAL	Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions during the technical proposal has a reasonable chance of becoming at least "Acceptable."
UNACCEPTABLE	The technical proposal has many deficiencies and/or gross omissions, that demonstrate the offeror's inability to meet the governments minimum requirements.

M.4 COST/PRICE EVALUATION:

The basis for evaluation of an offeror's cost/price will be cost reasonableness and cost realism in accordance with FAR Parts 15 and 31. Offerors are hereby notified of the intended price evaluation adjustment for small disadvantaged business concerns as directed by FAR clause 52.219-23 included herein in Section I. If it is determined that the price evaluation adjustment is applicable to this solicitation, the adjustment will be applied prior to any competitive range determinations, or in the case of award on initial proposal, prior to the award decision.

M.5 PAST PERFORMANCE EVALUATION

The Government will assess the relative performance risks associated with an offeror through the evaluation of their past performance record. Performance risks are those risks associated with an offeror's likelihood of successful completion of the required project. When assessing past performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as technical performance, cost control, and delivery schedules, to include the following elements:

QUALITY OF SERVICE - Assess the offeror's conformance to contract requirements and standards of good workmanship.

SCHEDULE - Assess the timeliness of the offeror against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements.

COST CONTROL - Assess the offeror's effectiveness in forecasting, managing, and controlling control cost.

BUSINESS RELATIONS - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness and quality of problem identification, corrective action plans, proposal submittals, the offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the offeror met small/small disadvantaged and women-owned business participation goals.

Each performance assessment will consider the number and the severity of problems encountered, the effectiveness of corrective actions taken, and the overall work record of the offeror. The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis, but rather the product of subjective judgments by the Government after it considers all available, relevant and recent information. The following performance ratings shall apply (an outstanding rating being indicative of no risk anticipated and an marginal rating being indicative of significant performance risk anticipated):

NEUTRAL – No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

OUTSTANDING – No risk anticipated with delivery of quality product, on time, or degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

BETTER – Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

SATISFACTORY – Some potential risk anticipated with delivery of quality product degradation or lack of customer satisfaction (or cost growth if applicable) based upon past performance..

MARGINAL – Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror’s past performance. (A rating of marginal does not by itself make the proposal ineligible for award.

M6 BASIS FOR AWARD

(a) The Government intends to evaluate proposals and award a single contract without revisions to either the technical or cost proposal. However, the Government reserves the right to conduct discussions, request revisions in either the technical or cost proposal, if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint.

(b) Proposals received in response to this solicitation will be evaluated by the Federal Railroad Administration pursuant to the Federal Acquisition Regulation (FAR) and the Transportation Acquisition Regulation (TAR). One contractor will be selected for award on the basis of their proposal being the most advantageous to the Government and most likely to achieve the goals in the RFP, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Better, Acceptable, Marginal, or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor will result in the entire technical proposal being found to be Unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as Neutral, Outstanding, Better, Satisfactory or Marginal, as set forth in Section M provision entitled “Evaluation of Past Performance.”

(d) When combined, all evaluation factors other than cost or price are more important than cost or price.

(e) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance) are superior.

END OF SOLICITATION