

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 2

2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTFR53-08-R-00008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/09/2008		6. REQUISITION/PURCHASE NUMBER 210831948	
7. ISSUED BY FRA Federal Railroad Administration Office of Acq. and Grant Services 1200 New Jersey Avenue SE West Building, 3rd Floor, STOP-50 Washington DC 20590				8. ADDRESS OFFER TO (If other than Item 7)					

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in RAD-30 until 1400 ES local time 07/21/2008  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Sharon Roland	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS sharon.roland@dot.gov
		AREA CODE 202	NUMBER 493-6130	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	28
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	7	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	37
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	16	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	43
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	20	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	47
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	22	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	59
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	25				

**OFFER (Must be fully completed by offeror)**

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

**AWARD (To be completed by government)**

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

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

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

**INSTRUCTIONS TO OFFERORS  
E-COLLABRATION AND RECORDS SUPPORT SERVICES**

**IMPORTANT – PLEASE READ CAREFULLY**

**SUBMITTING A PROPOSAL:**

To submit a proposal you **MUST:**

1. Submit a technical proposal, past performance and price proposals in accordance with Section L.
2. Submit three (3) complete copies of your proposal package.
3. Submit three copies with original signatures of the Standard Form 33.  
(Solicitation/Offer and Award)

**ACKNOWLEDGEMENT OF AMENDMENTS:**

If any amendments are issued under this solicitation, the contractor must acknowledge the following location:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisitions and Grants Services  
Attn: Sharon L. Roland, Contract Specialist  
1200 New Jersey Avenue, S.E, Mail Stop 50  
West Building, 3<sup>rd</sup> Floor  
Washington, D.C 20590

Late proposals will be handled in accordance with FAR 52.212-1 (f), Late Submissions, modifications, revisions, or withdrawals of offers.

**NO ELECTRONIC OR FAX SUBMISSIONS WILL BE ACCEPTED.**

**QUESTIONS:**

All questions concerning this solicitation shall be directed in writing to the Contract Specialist Sharon L. Roland, sharon.roland@dot.gov. The Government may choose not to act upon an offeror's questions received within five (5) calendar days from the proposal submission date.

**SOLICITATION DOCUMENTS:**

This solicitation is being issued electronically only. The solicitation sections below will not be issued in hard copy. The following MS Word Documents comprise the solicitation and are available for download from <https://www.fbo.gov>.

- Section A. Solicitation, Offeror and Award, Standard Form 33**
- Section B. Supplies or Services and Prices/Costs**
- Section C. Description/Specification/Work Statement/Scope of Services**
- Section D. Packaging and Marking**
- Section E. Inspection and Acceptance**
- Section F. Deliveries or Performance**
- Section G. Contract Administration Data**
- Section H. Special Contract Requirements**
- Section I. Contract Clauses**
- Section J. List of Attachments.**
- Section K. Representations and Certifications**
- Section L. Instructions, Conditions and Notices to Offerors**
- Section M. Evaluation Factors for Award**



0004 Travel (NTE) \$ TBD

0005 **Option Year 2**

Performance Period: If exercised, one year from the effective date of contract for eCollaboration and Records Support Services

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN.

<b><u>Labor Category</u></b>	<b><u>Labor Rate (Hr)</u></b>
<u>Project Manager</u>	\$ _____
<u>Technical/Configuration Support (Senior)</u>	_____
<u>Content Developer (Junior)</u>	_____
<u>Content Developer (Mid-Level)</u>	_____
<u>SharePoint Developer (Mid-Level)</u>	_____
<u>Records Analyst (hard copy)</u>	_____
<u>Electronic Records Analyst</u>	_____
<u>Other Miscellaneous Materials and Supplies</u>	_____

0006 Travel (NTE) \$ TBD

0007 **Option Year 3**

Performance Period: If Exercised, one year from the effective date of contract for eCollaboration and Records Support Services

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN.

<b><u>Labor Category</u></b>	<b><u>Labor Rate (Hr)</u></b>
<u>Project Manager</u>	\$ _____
<u>Technical/Configuration Support (Senior)</u>	_____
<u>Content Developer (Junior)</u>	_____
<u>Content Developer (Mid-Level)</u>	_____
<u>SharePoint Developer (Mid-Level)</u>	_____
<u>Records Analyst (hard copy)</u>	_____
<u>Electronic Records Analyst</u>	_____
<u>Other Miscellaneous Materials and Supplies</u>	_____

0008 Travel (NTE) \$ TBD

0009 **Option Year 4**

Performance Period: If Exercised, one year from the effective date of contract for eCollaboration and Records Support Services

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN.

<b><u>Labor Category</u></b>	<b><u>Labor Rate (Hr)</u></b>
<u>Project Manager</u>	\$ _____
<u>Technical/Configuration Support (Senior)</u>	_____
<u>Content Developer (Junior)</u>	_____
<u>Content Developer (Mid-Level)</u>	_____
<u>SharePoint Developer (Mid-Level)</u>	_____
<u>Records Analyst (hard copy)</u>	_____
<u>Electronic Records Analyst</u>	_____
<u>Other Miscellaneous Materials and Supplies</u>	_____

0010 Travel (NTE) \$ TBD

**NOTE:** The NTE amount for travel and other miscellaneous costs will be determined at time of award. Any estimate for travel costs will be billed against the NTE CLIN for Travel. A breakout of any estimated costs such as air fare, per diem, rental car, and privately owned vehicle mileage are to be shown on the invoice. The contractor is responsible for the submission of any receipts or other supporting documentation specified in the amount applicable travel regulations.

The Government anticipates adequate competition under this solicitation. Offerors will not be requested to submit certified cost or pricing data with their proposals. If the Government determines additional supporting cost or pricing data is needed to conduct effective or meaningful negotiations or to determine the reasonableness of prices, offerors shall be requested to provide such data.

## **B.1 DESCRIPTION OF SERVICES**

This is a Firm Fixed Price type contract that provides for the acquisition of services as set forth in the Statement of Work included herein in Section C. Specific tasks will be issued through individual task orders. Firm Fixed Price task orders will be price, negotiated, 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 by individual task order which may be performance based.

- (a) Upon execution of task orders, the contractor shall provide the personnel, facilities, equipment, and other miscellaneous costs materials and services necessary to perform the requirements set forth in the task order Statement of Work.
- (b) In accordance with FAR Subpart 16.5, Firm Fixed Price Type Contracts, the minimum and maximum quantities of specific services are defined as follows:
  - (1) **MINIMUM QUANTITY:** The minimum value specified herein, represents the total 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 minimum value of this contract is \$1,000.00
  - (2) **MAXIMUM QUANTITY:** The maximum value of the contract specified herein, represents the total maximum amount of work effect (in terms of dollars) that the Government may require and the contractor is obligated to furnish if and as ordered, over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract is \$(pending amount).

## **SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK.**

The overall objective of the support services described in this SOW is to assist the CIO, Deputy CIO, eGovernment Team Lead, FRA Web Program Manager, and FRA Records Management Officer in effectively accomplishing specific tasks for the development and support of the DOT/FRA (internal/external) website, Section 508 compliance, Federal records (paper & electronic), eDocument library, and rapid response. In completing tasks and providing recommendations, the contractor must ensure compliance with IT security-related Federal law and guidance including OMB policy, DOT policy and procedures, FRA policy and procedures, applicable NIST procedures, applicable FIPS procedures, and the Federal Enterprise Architecture Reference Models and Profiles, including the Security and Privacy Profile (FEA-SPP). In addition, the contractor must ensure compliance with OMB guidelines publication “Recommended Policies and Guidelines for Federal Public Websites” <http://www.cio.gov/documents/ICGI/ICGI-June9report.pdf>.

#### **Section 2. Schedule.**

See Section F.3.

#### **Section 3. Performance Metrics.**

The FRA COTR will gather performance metrics regarding contractor task performance through surveys of key staff in the FRA Office of Information Technology and agency IT Program Managers. Any performance issues that are raised through the survey will be identified to the contractor in writing by the FRA COTR, with the intention that follow-on discussions will resolve any issues of negative performance. This does not take precedence over any procedures or guidance contained in the Federal Acquisition Regulation. The contractor shall coordinate overall contract activities through the FRA COTR and will coordinate day-to-day task execution with the IT Security Program Manager. Some tasks will involve the cooperation and/or direct involvement of other FRA contractors. Every effort will be made by the contractor to maintain a positive and productive working relationship with other FRA contractors.

#### **Section 4. Facilities Support.**

The contractor will be provided with a workspace, phone, and workstation computer for on-site individuals at FRA facilities during the contract period of performance. All other work will be performed off-site (Program Manager) unless additional onsite support is needed to complete a deliverable. Contractor personnel who are providing regular support under this contract will be provided with access badges to FRA offices. All contractor personnel will be escorted by FRA Government personnel in restricted access spaces (i.e., server rooms, wiring closets), or must be pre-cleared by the FRA COTR,

FRA ISSO, Deputy ISSO, or ISSMs to have unescorted access privileges.

**Section 5. Deliverables.**

See Section F.4.

**Section 6. Period of Performance.**

The IT Security Support contract covers a one year base and four (4) option year periods that may be awarded by the Government, depending on the needs of FRA and the contractor's past performance.

**Section 7. Place of Performance.**

The contractor will provide analysis and documentation services at Government and contractor sites. One onsite person will provide primary support, with additional on-site work being limited to information gathering, testing, and evaluation activities that require direct access to FRA personnel, spaces, and IT resources. Locations for work include:

- FRA Headquarters, Washington, DC
- Selected FRA Regional Offices
- Regional One Office, Cambridge, MA
- FRA Contractor Sites in the Washington, DC area
- DOT Headquarters, Washington, DC
- Contractor Offices

**Section 8. Travel.**

See Section G.4.

**Section 9. Key Personnel.**

See Section G.5

**Section 10. Security Requirements**

**10.1 Responsibility to Provide IT Security for All Systems**

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

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

(c) The Contractor shall afford the Government access to the Contractor's and

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

(d) The Contractor shall incorporate the substance of this clause in all subcontracts in support of this statement of work.

## **10.2 Security Investigations of Contractor Employees**

The Government and the contractor recognize that certain contractor employees performing under this contract will have access to sensitive Government information. Therefore, the Government and the contractor agree that the Government may conduct security investigations for any contractor employee performing under this contract, who, in the Contracting Officer's judgment, is engaged in a function requiring public trust. Contractor employees considered to be engaged in public trust functions include: (1) employees who may have regular access to sensitive information, and (2) corporate officials actively engaged in making employment decisions relating to those employees engaged in public trust functions. The contractor may request a determination by the Contracting Officer as to whether a particular employee is engaged in a function requiring public trust.

The Government and the contractor agree that all contractor employees engaged in public trust functions shall complete an FD-229, A FBI Finger Print Chart and an SF 85P, A Questionnaire for Public Trust Positions. These security forms and self-addressed envelopes can be obtained through the Contracting Officer. Because of the sensitive nature of the information provided on these forms, the contractor shall require its affected employees to submit the forms in a sealed envelope to the Contracting Officer or to the Department of Transportation Office of Security, as directed. In compliance with the Privacy Act, neither the employee's supervisor nor other contractor personnel shall have a role in completing these forms, nor shall they have access to them. Upon the DOT Security Officer's receipt of the security forms, the contractor may allow its employees engaged in public trust functions to begin work under the contract. However, the Government reserves the right to limit such employees' access to sensitive information, pending completion of security determinations.

The contractor agrees to allow the DOT Office of Security access to contractor employees and records in order to determine the suitability of contractor employees for contract work in public trust. Where the DOT Security Officer has information indicating that an unfavorable security determination might result, it shall consult with the Contracting Officer on a need to know basis. Before an unfavorable decision is rendered by the DOT Security Officer, the affected employee shall be provided an opportunity to respond to the information

developed. The Contracting Officer is not required to give said employee an additional opportunity to respond to the decision rendered by the DOT Security Officer.

The contractor agrees to remove any employee from work under this contract if the Contracting Officer (based upon the recommendation of the DOT Security Officer) determines that the employee's involvement under this contract is inconsistent with the best security interests of the Department.

**Section 11. Protection of Information.**

It is anticipated that in performance of this contract, the contractor may have access to and be furnished Government owned source codes and data as it relates to FRA's informational systems. In some cases, the information may be sensitive to disclosure to the public.

The contractor shall ensure that all security requirements are met. The contractor shall adhere to all DOT/FRA physical and data security regulations. The information made available to the contractor through this contract shall not be disclosed or used for any other purpose to outside entities (e.g., other agencies, businesses, or individuals) without the prior written permission of the Contracting Officer. These restrictions shall not apply to material currently published by FRA and presently in the public domain, or material obtained by the contractor about the FRA systems independent of the Government.

**Section 12. Other Information or Special Considerations.**

The contractor must be ready to begin work upon receipt of contract award with experienced personnel and to meet time-dependent schedules. FRA retains the right to request and receive a quarterly financial statement as deemed appropriate. All contractor personnel that perform work at the FRA site will be subject to a security investigation per section 10.2 of this SOW. All contractor employees performing work under this task order contract shall be required to sign specific documentation provided by the Government.

**Section 13. Electronic and IT Accessibility Standards (Section 508 Compliance)**

- a. FAR Subpart 39.2 -Electronic and Information Technology implements section 508 of the Rehabilitation Act of 1973 (29 U.S.C.794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).
- b. When acquiring EIT, as defined in FAR Part 2 Definitions, agencies must ensure that:

- (1) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
  - (2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.
- c. Unless an exception at FAR 39.204 applies, as determined by the Contracting Officer, any supplies or services that are to be acquired under the subject contract that meet the definition of EIT, must meet the applicable accessibility standards at 36 CFR part 1194.
- d. Further information on Section 508 is available at <http://www.section508.gov>.

**Section 14. Roles and Responsibilities**

The following table identifies the roles and responsibilities associated with the general task areas that are associated with this project. A “C” (contractor responsibility), or “F” (Federal responsibility) is placed in the table to indicate the party responsible for performing the task.

<b>ROLES AND RESPONSIBILITIES</b>	<b>Contractor (C)</b>	<b>FRA (F)</b>
<b>PROJECT SUPPORT</b>		
Develop and Update Project Management Plan & Weekly and Monthly Status Reports	C	
Approve Project Management Plan & Weekly and Monthly Status Reports		F
Inform Federal Project Managers of Impending Project		F
Authorize and Approve Methodology		F
Recommend Policies, Procedures, Standards for eCollaboration Support	C	
Authorize and Approve Policies, Procedures, Standards, Plans, and Documents for Website Support		F
Provide Services to Meet Service Level Requirements	C	
Assess/Limit Political Ramifications		F

<b>Website Support</b>		
Recommend Federally Compliant IT Security Policy and Processes	C	
Authorize/Approve All Draft Documents		F
Prepare Documents	C	
Approve All Final Documents		F
Develop & Maintain Websites	C	
Approve Websites		F
Administer, Develop & Maintain Website Content	C	
Approve Website Content		F
Conduct Compliance Scans, Review Scans and Ensure that all Compliance Errors are Corrected	C	
Coordinated all Aspects of Website User and Administrator Training, Develop the Training Materials, and Conduct the Training	C	
Provide Website User and Administrator Training	C	F
Approve Training		F
Provide Rapid Response	C	
Approve Rapid Response Support		F
<b>Records Support</b>		
Implementing and Facilitating the FRA Records Management Program	C	
Authorize and Approve Methodology for Planning and Managing the FRA Records Management Program		F
Recommend Policies, Procedures, Standards	C	
Authorize and Approve Policies, Procedures, Standards		F
Coordinate All Aspects of the FRA Records Inventory Process, Records Transfers, and Disposals	C	
Review and Approval of the Inventory, Transfers and Disposals		F
Develop and Update FRA Offices' File Plans	C	
Approve FRA Office File Plans		F

Develop Records Retention Schedules as Required and Coordinate Their Approval with FRA Offices and NARA	C	
Approve Records Retention Schedules		F
Limit Political Ramifications		F
Attend Federal, DOT, and FRA Records Management Meetings	C	
Prepare Agenda and Meeting Minutes	C	
Review and Approve of Agenda and Meeting Minutes		F
Coordinate, Facilitate, and Participate In Records Clean-Up Days	C	
Prepare Necessary Records Management Documentation	C	
Review and Approve of Records Management Documentation		F
Prepare the Necessary Records Management Documentation Related to the Creation, Maintenance, and Disposal of Federal Records	C	
Review and Approve of Records Management Documentation		F
Coordinate Requests for Information for Records Activities	C	
Review and Approve of Controls for Records Activities		F
Implement & Facilitate RLO program	C	
Authorize & Approve of RLO program		F
Recommend Material to be Covered in Training	C	
Approve Material to be Covered in Training		F
Develop and Prepare Training Curriculum, Presentation, and Materials	C	
Approve All Final Training Materials		F
Provide Training	C	
Update FRA Records Management Order	C	
Approve FRA Records Management Order Revisions		F
Coordinate FRA Vital Records Program & Make Recommendations to Implement and Streamline the Program	C	

Approve FRA Vital Records Program		F
Provide Recommendations for Improving the Efficiency of the Program	C	
Accept Recommendations for Improving the Efficiency of the Program		F
Provide Expert Guidance on Electronic Records	C	
Update Electronic Records Inventory	C	
Review and Approve Electronic Records Inventory		F
Develop Electronic Records Disposition Documentation for Each System	C	
Review and Approve Records Disposition Documentation for Each System		F
Determine the Appropriate Records Disposition with the FRA Program Manager and Prepare the Required Documentation	C	
Review and Approve of Required Documentation		F
Provide support for the FRA IT Capital Planning and Enterprise Architecture Process to Ensure that the Records Management Functionality of FRA Systems is Appropriate to the Records/Information Assets they Support is Included in the System	C	
Provides Written Recommendations on the Systems' Electronic Records and to Comply with the Electronic Recordkeeping Requirements	C	
Review and Approve of Written Recommendations		F
Works with FRA Program Managers and Contractors to Ensure that Electronic Records are in Compliance with NARA and DOT Recordkeeping Requirements	C	
Review the DOT and FRA Records Inventories, Meet with FRA Records Liaison Officers, Management, and Staff to Identify and Validate FRA Vital Records	C	
Update the Vital Records Inventory	C	
Review and Approve of Vital Records Inventory		F
Provide recommendations to store and retrieve FRA vital records	C	
Coordinate all aspects of the duplication and storage process	C	

Review and Approve of Recommendations to the Vital Records Location		F
Implement, Manage and Facilitate edocument Library and electronic records management solution	C	
Finalize and Implement FRA's Electronic Records Management Solution	C	
Approve FRA's Electronic Records Management Solution		
Provide Expert Guidance and Training on the edocument Library	C	
Approve of edocument Library Program		F

## **SECTION D - PACKING AND MARKING**

### **D.1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc., to the Contracting Officer's Representative shall be paid by the Contractor and shall be included in the rate identified in Section B.

### **D.2. PRESERVATION, PACKING AND MARKING**

All information submitted to the Contracting Officer's Representative shall clearly indicate the Name, Address, Identification number(s), contract number, task order number, and location of the contract for which the information is being submitted.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 Inspection and Acceptance**

#### **52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)**

(a) *Definition.* Supplies, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time -

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(iii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

**52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

(a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

#### **(a) Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Part 42.15. The final performance will be prepared as soon as possible after completion of all required work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor may elect to review the evaluation and submit additional information or a rebuttal statement within thirty (30) days. Any contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision is final.

Copies of the evaluations, contractor responses and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

#### **(b) Electronic Access to Contractor Performance Evaluations**

The U.S. Department of Transportation utilizes the National Institute of Health (NIH) Contractor Performance System (CPS) to record and maintain interim and final past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL:

<https://www.cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying the individual that a performance evaluation is electronically available for review and comment.

## **F.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://acquisition.gov/far/index.html>

## **F.3 PERIOD OF PERFORMANCE**

- (a) Base Period of Performance (Term): The period of performance for the base period shall be one (1) year commencing from the effective date of the contract, however, each task order within the base period and any exercise option periods will establish a period of performance.
- (b) Option Periods of Performance (Term): The periods of performance for each of the four options, if exercised by the Government, shall be twelve (12) months commencing from the effective date of the exercising of that option. Each option period, if exercised, will commence on the day after the expiration of the previous period of performance.
- (c) The FRA has a unilateral right to extend the term of the contract through the exercise of one or more of the one-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If FRA exercises all options, the total period of performance for this contract will be five (5) years from the effective date of the contract. Tasks 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. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and subsequent option periods, if exercised.

## **F.4 PLACE OF DELIVERY**

- (a) All deliverables, as described herein, and as required by individual task order shall be delivered under transmittal letter, to the COTR at the following address:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Information Technology  
Attn: *(to be inserted at time of award)*  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

- (b) Some deliverables as specified by individual task orders and a copy of each deliverable's transmittal letter shall be delivered to the Contracting Officer as the following address:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisition & Grants Services  
1200 New Jersey Avenue S.E., Mail Stop 50  
West Building, 3<sup>rd</sup> Floor  
Washington, DC 20590

## **F.5 CONTENTS OF DELIVERABLES**

Deliverables will be negotiated by individual task orders under this contract. These may require established content, quality standard or delivery schedules, as needed. Additionally, while deliverables will usually be written reports, according to the needs in particular task orders they also may be briefings, microcomputer or word processing, miscellaneous supplies such as diskettes, photos, videotapes, or some combinations of these.

## **SECTION G – CONTRACT ADMINISTRATION**

### **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 (5) working days after contract award or for construction, not less than five (5) 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 modification, etc.) that require the signature of the Contracting Officer.

### **G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) ASSIGNMENT**

*(to be inserted at time of award)* is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone *(pending award)*.

The COTR has the authority to monitor the technical progress of the services that are

required under the contract. This includes visits to the contractor's place of performance, meetings, and telephone conversations with the contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer. The COTR cannot authorize or order the cessation of contract work no delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the contracting officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations.

Whenever a difference of opinion between the contract and the COTR occurs, the contracting officer or contract specialist should be contacted immediately for resolution. The contractor should also contact the contracting officer or contract specialist when the COTR cannot be contacted on a technical matter and for assistance on all matters pertaining to this contract.

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 can authorize any such revision in writing. The Contracting Officer shall promptly countermand any action that exceeds the authority of the COTR.

### **G.3 BILLING INSTRUCTIONS**

The Contractor shall submit invoices for payment utilizing Standard Form 1034 submitted in one original in accordance with "Instructions for Preparation and Submission of Public Vouchers" (available from the Contracting Officer).

Invoices shall be submitted to:

DOT/FRA  
Franchise Commercial Payments Branch, AMZ-150  
P.O. Box 268943  
Oklahoma City, OK 73126

### **G.4 TRAVEL AND PER DIEM**

- (a) All travel reimbursable hereunder shall conform to the FAR Part 31.205-46.
- (b) All travel shall be reimbursed up to the negotiated NOT-TO-EXCEED dollar amount allocated for travel expenses in each individual task order 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. The Contractor shall be reimbursed for actual costs incurred 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 al shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion of key personnel 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 under this Contract are:

<u>Name</u>	<u>Title</u>
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*(to be inserted at time of award)*

**G.6 ACCEPTANCE OF KEY PERSONEL 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) for performance on subject contract, when the technical and/or professional qualifications of the proposed individuals are determined, by the Contracting Officer, (1) no 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 CONFLICT OF INTEREST**

The DOT is committed to providing the public with service free from bias, conflicts of interest and unprofessional conduct. It is the DOT's policy to award contracts only to those offerors whose objectivity is unimpaired by any past, present, or planned interest financial or otherwise in organizations either regulated by the DOT or with interests that my be substantially affected by activities of the DOT.

A contractor's goals, policies, practices and culture must maintain the Government's responsibility to the public for independent judgment without regard to remuneration from other sources. No member partner or key personnel of the contractor (or an immediate family member thereof) shall have a financial interest in the project or a real property interest in either real property specifically acquired for or to be acquired for a project, or property that is adjacent thereto, for which the DOT is providing credit assistance.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ACCESSIBILITY OF MEETING AND CONFERENCES TO PERSON 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 EXCLUDED FUNCTIONS AND RESPONSIBILITIES**

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

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

### **H.3 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 Officer (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 Government will reproduce copies exceeding the above limits. 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 hereunder 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.4 TASK ORDER PROCEDURES**

- (a) Task orders negotiated under this contract may be issued only by a designated Contracting Officer representing the U.S. Department of Transportation, Federal Railroad Administration.
- (b) Task orders will be issued to awardee by the Federal Railroad Administration's Contracting Officer in writing using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument. If all options are exercised, task orders may be issued through a five (5) year period commencing from the effective date of contract award. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and the 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 included herein in Section C. The task orders shall be the instruments for specific work performance.
- (d) 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 0005 at the time of award). It is anticipated that fixed-price type task orders will be negotiated for individual work requirements under this contract with the cumulative values stated for the base and each option period. 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 of \$1,000), that fact shall not

constitute the basis for an equitable price adjustment.

- (e) 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 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.
- (f) 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 fixed price of the task order for complete performance;
  - (6) Delivery or performance period
  - (7) Place and manner of inspection and acceptance
  - (8) Packaging, packing, and shipping instructions, if any
  - (9) Accounting and appropriation data; and
  - (10) Any other pertinent information

## **SECTION I. – CONTRACT CLAUSES**

**I.1** This contract incorporates the following list of clauses by reference, with the same force and effect as if they were given in full text. The list includes clauses appropriate for both Fixed Price and Time & Materials contract arrangements in order to provide flexibility for issuing either Fixed Price or Times & Materials task order under the contract. The full text of a clause may be accessed electronically at this web address:

**<https://acquisition.gov/far.index.html>**

**52.202-1 Definitions. (JUL 2004)**

**52.203-3 Gratuities. (APR 1984)**

**52.203-5 Covenant Against Contingent Fees. (APR 1984)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**

**52.203-7 Anti-Kickback Procedures. (JUL 1995)**

**52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

**52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**

**52.204-7 Central Contractor Registration. (JUL 2006)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)**

**52.209-1 Qualification Requirements. (FEB 1995)**

(a) *Definition.* Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must

have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) [ ]

(Address) [ ]

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name [ ]

Manufacturer's Name [ ]

Source's Name [ ]

Item Name [ ]

Service Identification [ ]

Test Number [ ] (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is a Firm Fixed Price contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after issuance and receipt of task order.

(End of clause)

**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 *[insert the period of time within which the Contracting Officer may exercise the option]*.

(End of clause)

**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 60 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 one (1) base year and four (4) option years if exercised.

(End of clause)

**52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**

**52.219-8 Utilization of Small Business Concerns. (MAY 2004)**

**52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JUN 2003)**

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

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

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

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

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror

selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [*insert name of SBA's contractor*] will notify the [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**52.222-26 Equal Opportunity. (MAR 2007)**

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)**

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union

has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is

expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**52.222-41 Service Contract Act of 1965. (NOV 2007)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**

**52.224-1 Privacy Act Notification. (APR 1984)**

**52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2006)**

**52.227-1 Authorization and Consent. (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**

**52.227-10 Filing of Patent Applications - Classified Subject Matter. (DEC 2007)**

**52.227-14 Rights in Data--General. (DEC 2007)**

**52.227-17 Rights in Data--Special Works. (DEC 2007)**

**52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages [ ], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [ ], upon which this contract is based.

(End of clause)

**52.228-5 Insurance—Work on a Government Installation.**

As prescribed in [28.310](#), insert the following clause:

Insurance—Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**52.229-3 Federal, State, and Local Taxes. (APR 2003)**

**52.230-3 Disclosure and Consistency of Cost Accounting Practices. (APR 1998)**

**52.232-1 Payments. (APR 1984)**

**52.232-8 Discounts for Prompt Payment. (FEB 2002)**

**52.232-11 Extras. (APR 1984)**

**52.232-17 Interest. (JUN 1996)**

**52.232-23 Assignment of Claims. (JAN 1986)**

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**

**52.233-1 Disputes. (JUL 2002)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.239-1 Privacy or Security Safeguards. (AUG 1996)**

**52.242-2 Production Progress Reports. (APR 1991)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)**

**52.244-5 Competition in Subcontracting. (DEC 1996)**

**52.244-6 Subcontracts for Commercial Items. (MAR 2007)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)**

**52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**

**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): <https://acquisition.gov/far/index.html>

(End of clause)

**52.253-1 Computer Generated Forms. (JAN 1991)**

## **SECTION J. List of Attachments**

There are three general task areas in this PWS/SOW that are performed during a base period (Each task area contains several subtasks). The contractor shall ensure that it meets all tasks and deliverables as specified.

### **Task Area 1. Project Reporting**

When issued a contract task order for the base period and for any exercised Option year, a Project Management Plan (PMP) using the Format and FRA eGovernment shall be submitted within fifteen (15) working days of issuance of that task order in accordance with information provided to the contractor by the Contracting Officer's Technical Representative (COTR) within three (3) working days after award. The PMP will comprehensively describe all of the task activities and due dates (as known). The contractor is responsible for ensuring the PMP is kept current. The contractor shall also provide a Weekly Activity Report and a Monthly Project Status & Spending Report (MPSSR) covering the status of each task due in the preceding and forthcoming months during the contract task order period of performance. The MPSSR shall be delivered to the COTR by the fifth (5<sup>th</sup>) working day of each new month during the base period

and any awarded option periods. All project planning and reporting work in Task Area 1 that is done during a contract task order within the base period and any option years is to be accomplished on a Firm-Fixed-Price basis.

<b>Deliverables – Base Period and Option Years</b>		<b>Estimated Due Date</b>
1.1	Project Management Plan	Award + 15 Working Days (FFP)
1.2	Project Management Plan (Update)	Updated as required
1.3	Weekly Activity Report	Every Thursday by 2pm (FFP)
1.4	Monthly Project Status & Spending Report	5 <sup>th</sup> Working Day of the Month (FFP)

### **Task Area 2. Website Support**

The contractor shall provide the following website support services in accordance with Federal law and DOT/FRA policy and standard procedures. Support activities under Task Area 2 include website development and support, training, Section 508 compliance, rapid response, development and preparation of meeting and training agenda and materials and the recording of meeting minutes, talking points, briefings and briefing materials.

<b>Deliverables – Base Period (8/1/2008-7/31/2009)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
2.1	Web environment configuration, administration, maintenance and support	Ongoing (FFP, 1.0 FTE)
2.2	Web application and content development, maintenance, and support	Ongoing (FFP, 1.0 FTE)
2.3	Section 508 compliance support	Ongoing (FFP, 0.2 FTE)
2.4	Web user and administrator training support	Ongoing (FFP, 0.3 FTE)
2.5	Rapid response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #1 (8/1/2009-7/31/2010)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
2.1	Web environment configuration, administration, maintenance and support	Ongoing (FFP, 1.0 FTE)
2.2	Web application and content development, maintenance, and support	Ongoing (FFP, 1.0 FTE)
2.3	Section 508 compliance support	Ongoing (FFP, 0.2 FTE)
2.4	Web user and administrator training support	Ongoing (FFP, 0.3 FTE)
2.5	Rapid response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #2 (8/1/2010-7/31/2011)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
2.1	Web environment configuration, administration, maintenance and support	Ongoing (FFP, 1.0 FTE)
2.2	Web application and content development, maintenance, and support	Ongoing (FFP, 1.0 FTE)
2.3	Section 508 compliance support	Ongoing (FFP, 0.2 FTE)
2.4	Web user and administrator training support	Ongoing (FFP, 0.3 FTE)
2.5	Rapid response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #3 (8/1/2011-7/31/2012)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
2.1	Web environment configuration, administration, maintenance and support	Ongoing (FFP, 1.0 FTE)
2.2	Web application and content development, maintenance, and support	Ongoing (FFP, 1.0 FTE)
2.3	Section 508 compliance support	Ongoing (FFP, 0.2 FTE)
2.4	Web user and administrator training support	Ongoing (FFP, 0.3 FTE)
2.5	Rapid response	Ongoing (T&M, 1000hrs)

Task Area 2.1 (Web environment configuration, administration, maintenance and support) is a FFP task area that involves web environment configuration, maintenance, and support of various web environments with an emphasis on SharePoint Server MOSS 2007/WSS 3.0, and other legacy systems currently in production at FRA, including Coldfusion, ASP.net, ASP, IIS6.0, SQL Server 2000/2005, and SharePoint Designer. Tasks include the following: administration of SharePoint via Central Administration and STSADM, upgrading and patching of SharePoint, authentication and security configurations, search indexing configuration, analysis and tuning, backup configuration and monitoring, monitoring and log analysis, performance analysis and tuning, deploy web applications and sites, and moving and migrating content from other sites.

Task Area (2.2 (Web application and content development, maintenance, and support) is a FFP task area that involves the development, maintenance, and support of content and applications of the FRA/DOT SharePoint environment and the FRA legacy systems with an emphasis on SharePoint Server MOSS 2007/WSS 3.0. Other systems include the support of the existing FRA Internet site which includes supporting the FRA Content Managers and having knowledge of ASP, Coldfusion, ASP.net, IIS 6.0, SQL Server 2000/2005, Flash, Dreamweaver, Fireworks, as well as serving as the FRA Internet Helpdesk. Tasks include the following: supporting the existing FRA Internet and Content Management System, serving as the liaison with FRA Content Managers and as a

helpdesk manager for the FRA Internet and DOT/FRA SharePoint environment, and developing and managing webparts, wikis, blogs, discussion boards, document libraries, forms, InfoPath and lists.

Task Area 2.3 (Section 508 compliance support) is a FFP task area and ensures that DOT/FRA websites are compliant with Section 508 compliance requirements. This involves conducting compliance scans, reviewing scans and ensuring that all compliance errors are corrected to ensure full Section 508 compliance for web resources.

Task Area 2.4 (Web user and administrator training support) is a FFP task area and ensures that the contractor will provide DOT/FRA web users and administrator with training. This involves coordinating all aspects of the training (logistics, schedules, and equipment), developing the training materials, and conducting the training.

Task Area 2.5 (Rapid Response) are general support services that assist the CIO, Deputy CIO, eGovernment Team Lead, SharePoint Project Manager or the SharePoint Deputy Project Manager with the preparation of various reports, briefings, data calls, as well as support for other activities that come up on an unplanned basis and for which assistance is needed. For planning purposes on this T&M task, the contractor should assume that 1,000 hours of mid-level consultant support will be required in the base year and 600 each of the option years.

### **Task Area 3. Records Support**

The contractor shall implement the FRA's Records Management Program in compliance with Federal and DOT guidance. For Task 3.1, the contractor shall lead, plan, coordinate, facilitate and manage all aspects of FRA's records inventory, FRA's schedules and scheduling process, records disposals and transfers, and Records Liaison Officer (RLO) program. The contractor shall be responsible for identifying records and non-records, identifying duplicate records, identifying electronic records, separating records from non-records, organizing records, compiling box lists and providing recommendations and guidance to FRA offices in applying records management requirements and definitions. The contractor shall also be responsible for reviewing, verifying, updating, and maintaining a report of the current FRA records inventories, transfers, and destructions in a consolidated electronic format in Microsoft Excel and providing this report to the FRA Records Officer on an annual basis for review and approval. The contractor is responsible for developing and updating FRA offices' file plans annually. In addition, the contractor shall develop and update records retention schedules as required and coordinate their approval with FRA offices and NARA. The contractor shall attend Federal, DOT and FRA Records Management meetings and prepare meeting minutes for the FRA Records Management Officer's review and approval. The approximate number of

meetings is 5 Federal, 20 DOT, and 30 FRA meetings. For estimating purposes, the contractor shall coordinate, facilitate, and prepare the agenda for FRA Records Management meetings. The contractor shall coordinate, facilitate, conduct, and participate in records clean-up days by providing hands-on assistance and recommendations to FRA offices with reviewing, disposing, transferring, organizing, and documenting their records and non-records and with conducting their Records Clean Up Days. The contractor shall prepare and complete the necessary records management documentation required by NARA, DOT and FRA related to the creation, maintenance, transfer and disposal of Federal records for review and approval by the FRA Records Management Officer. The contractor is responsible for planning, organizing, directing, reviewing, coordinating, and responding to requests for information on FRA's records, non-records and records management program for all Federal, DOT, and FRA data calls. The contractor is responsible for implementing and facilitating the Records Liaison Officer program. This contractor is responsible for providing hands-on training, annual performance objectives for RLOs, and certification process. The contractor is also responsible for providing annual records management training to management, staff and RLOs. The contractor is responsible for reviewing and revising the FRA Records Management Order annually. The contractor shall coordinate all aspects of the FRA Vital Records program and update the FRA vital records inventory annually. The contractor shall make recommendations to implement and streamline the FRA Vital Records program. The contractor shall provide recommendations to the COTR for improving the efficiency and effectiveness of the FRA records management program.

For Task Area 3.2, the contractor shall provide electronic records support by analyzing and providing expert recommendations for managing FRA's electronic records and documents. These recommendations should be compliant with NARA guidance on electronic records and electronic records management. The contractor shall lead, develop, implement, and facilitate an electronic records management solution for FRA electronic records, documents, and databases/systems. The contractor shall provide expert and NARA compliant recommendations for email disposition, retention, and management. The contractor will review and update the FRA electronic records inventory of 52 FRA IT systems annually and provide the inventory to the COTR for review and approval. The contractor shall develop and document records schedules for all FRA IT systems and shall be responsible to coordinate and document FRA/NARA approvals of records schedules by 6/30/2009. The contractor shall provide recommendations on records disposition to FRA program managers and prepare the required documentation for records disposition and transfers for review and approval by an appropriate FRA official and NARA. The contractor shall provide assistance to the FRA Records Management Officer during the course of FRA IT Capital Planning and Enterprise Architecture investment reviews to ensure that records management requirements are addressed in the investment's project documentation. For the IT Capital Planning and Enterprise

Architecture assistance, the contractor shall provide written recommendations for electronic records compliance to the FRA Records Management Officer. The contractor provides recommendations to FRA program managers and contractors to ensure that electronic records are in compliance with NARA and DOT recordkeeping requirements. The contractor shall provide ongoing and hands-on electronic records management training to FRA staff and program managers.

For Task Area 3.3, the contractor shall provide implement, manage, coordinate, and facilitate FRA's edocument library and electronic records management solution. The contractor will finalize and implement FRA's electronic records management solution agency wide. The solution currently being evaluated is documented working with SharePoint 2007. The contractor will provide expert guidance and user and administrator training to FRA staff and program managers on the scanning, management, retention, and access of FRA edocuments.

<b>Deliverables – Base Period (8/1/2008-7/31/2009)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
3.1	Hardcopy records support	Ongoing (FFP, 1.0 FTE)
3.2	e-records support	Ongoing (FFP, 1.0 FTE)
3.3	edocument library/electronic records management solution	Ongoing (T&M, 0.5 FTE)
3.4	Rapid Response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #1 (8/1/2009-7/31/2010)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
3.1	Hardcopy records support	Ongoing (FFP, 1.0 FTE)
3.2	e-records support	Ongoing (FFP, 1.0 FTE)
3.3	edocument library/electronic records management solution	Ongoing (T&M, 0.5 FTE)
3.4	Rapid Response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #2 (8/1/2010-7/31/2011)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
3.1	Hardcopy records support	Ongoing (FFP, 1.0 FTE)
3.2	e-records support	Ongoing (FFP, 1.0 FTE)
3.3	edocument library/electronic records management solution	Ongoing (T&M, 0.5 FTE)
3.4	Rapid Response	Ongoing (T&M, 1000hrs)

<b>Deliverables – Option Year #3 (8/1/2011-7/31/2012)</b>		<b>Estimated Due Date, Hours/Firm Fixed Price</b>
3.1	Hardcopy records support	Ongoing (FFP, 1.0 FTE)
3.2	e-records support	Ongoing (FFP, 1.0 FTE)
3.3	edocument library/electronic records management solution	Ongoing (T&M, 0.5 FTE)
3.4	Rapid Response	Ongoing (T&M, 1000hrs)

Task Area 3.1 (Hardcopy records support)

Task Area 3.2 (e-records support) are Firm-Fixed-Price (FFP) task orders that support for hardcopy and electronic records.

Task Area 3.3 (edocument library/electronic records management solution) is a FFP task order and provides for an electronic document library and electronic records management solution for managing, retaining, disposing, and sharing electronic documents.

Task Area 3.4 (Rapid Response) are general support services that assist the CIO, Deputy CIO, eGovernment Team Lead, and FRA Records Management Officer, with the preparation of various reports, briefings, data calls, as well as support for other activities that come up on an unplanned basis and for which assistance is needed. For planning purposes on this T&M task, the contractor should assume that 1,000 hours of mid-level consultant support will be required in the base year and 600 each of the option years.

## **SECTION K - Representations, Certifications, and Other Statements of Bidders**

### **52.204-3 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)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541490.

(2) The small business size standard is \$6.5M.

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

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

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

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications

electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

-----  
 FAR Clause    Title            Date            Change  
 -----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)**

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

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

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

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

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **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. In addition, the full text of FAR clauses may be accessed electronically at <http://www.arnet.gov/far/>. Full text of clauses contained in the Transportation Acquisition Regulation (TAR) may access at <http://www.dot.gov/ost/m60/tamtar/tar.htm>

- L.2 FAR 52.214-34 Submission of Offers in the English Language. APR 1991**
- L.3 FAR 52.214-35 Submission of Offers in U.S. Currency. APR 1991**
- L.4 FAR 52.215-1 Instructions to Offerors--Competitive Acquisition. FEB 2000**
- L.5 FAR 52.204-6 Data Universal Numbering System (DUNS) Number Jun 1999**
- L.6 FAR 52.215-17 Wavier of Facilities Capital Cost of Money OCT 1997**

The Government contemplates award of a Firm Fixed Price Type Contract, task ordering type contract resulting from this solicitation.

**L.7 52.232-32 Performance-Based Payments.**

As prescribed in [32.1005](#), insert the following clause:

PERFORMANCE-BASED PAYMENTS (JAN 2008)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or  
(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or

impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

## **L.8 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: Federal Railroad Administration, 1120 Vermont Avenue NW, Mail Stop 50, Washington, DC 20590 and confirmed by obtaining written and dated acknowledgment of receipt from the Contracting Officer or location where a protest may be served on the Contracting Officer.

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

## **L.9 North American Industrial Classification System**

The North American Industrial Classification System (NAICS) for this service is 541490. Consequently, in order to qualify as a small business within the definition of FAR 19.102 and the above referenced NAICS code, a company's size does not exceed \$6.5M.

## **L.10 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

(1) The Federal Railroad Administration intends to award one Firm Fixed Price Type contract.

(a) Proposals submitted by offeror shall comply with the following general instructions:

(1) The proposal shall be signed by an official authorized to bind your organization.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.

(3) Offeror's shall submit their proposals in three separate volumes: Technical Proposal, Past Performance Information, and Cost/Price Proposal. Each of the volumes shall be separate and complete in itself so that evaluation of one may be accomplished independently of and concurrently with, evaluation of the others. Offerors shall submit one original and three copies of the technical proposal; one original and two copies of the past performance information; and one original and two copies of the cost proposal. Offerors should submit proposals based on the assumption that no modification of their proposal will be permitted. Proposals shall be typewritten, reproduced on letter-size paper, and legible in all required copies.

(4) Unnecessary 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 artwork, expensive visuals, and other presentation aides are neither necessary nor wanted. Clarity and completeness of the proposal are of the utmost importance. The proposal shall be written in a practical, clear and concise manner. It should use quantitative terms whenever possible and should avoid qualitative adjectives to the maximum extent possible. Proposal volumes shall be internally consistent of the overall proposal; otherwise, it will be considered unrealistic and may be considered unacceptable. Each volume shall have a table of contents and a clear separation of each section. Sections should be marked in accordance with the sub-factors that are being evaluated.

(5) Offerors shall submit their proposals in a sealed package that is clearly marked with the solicitation number. If proposals are hand-carried, they shall be closed and sealed as if for mailing. Hand-carried proposals must be specifically delivered to the addressee listed in block 10 of the Standard Form 33. Otherwise, the Government cannot be responsible for the proposals. Overnight proposals shall be addressed to the following address:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisitions and Grants Services  
Attn: Sharon L. Roland, Contract Specialist  
1200 New Jersey Avenue, S.E, Mail Stop 50  
West Building, 3<sup>rd</sup> Floor  
Washington, D.C 20590

Electronic or Facsimile proposals will not be accepted.

(b) Proposals submitted by offerors shall comply with the following specific instructions:

- (1) TECHNICAL PROPOSAL (50 pages maximum) Volume I– The technical proposal shall include sections for Technical Approach, Personnel Qualification, and Management Plan/Corporate Experience. The technical proposal shall not contain reference to contract price or cost information; however, unpriced resources information, such as, data concerning labor hours and categories, materials, subcontracts, etc., may be contained in the technical proposal so that the offeror's understanding of the requirements in the Statement of Work can be demonstrated. The technical proposal must disclose as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions found herein.
- (a) Technical Approach to Sample Task – The offeror shall submit a separate task plan of action for the sample task listed in Section J. The offeror's technical approach should demonstrate its ability to meet

the requirements of the sample task. At a minimum the technical approach shall include:

- (1) A brief discussion of the offeror's views and comments regarding feasibility of complying with the requirements of the sample task and an outline of major problems anticipated in meeting those requirements.
  - (2) An outline of the engineering approaches and proposed methods and techniques the offeror would propose to use in solving the technical problems. The approaches/techniques should evidence a fundamental understanding of the issues in questions and gathering data, and presenting findings. The outline should contain narrative material, sketches, and block diagrams defining and describing the approaches and techniques.
  - (3) A schedule of milestones demonstrating the offeror's ability to complete the requirements in the sample task within the required period of performance.
  - (4) A matrix of engineering effort and other applicable direct labor showing assignment of appropriate staff. The offeror shall not prepare a cost estimate for the hypothetical task. The offeror need only provide an estimated level of effort, which includes labor mix and appropriate number of hours and level of effort.
- (b) Personnel Qualification – The offeror shall demonstrate the capability to provide personnel with the required minimum qualifications included herein in Section C subparagraph C.6. The offeror shall provide the names and resumes of all personnel being proposed. The resumes shall include, but not limited to, the person's name, title, and whether he/she is an employee, subcontractor, contingent hire, etc; what labor category the person is intended to fill; a description of the person's field of training (e.g. college degree, certification, etc.); a list of applicable publications published and other relevant outstanding achievements; a statement of the person's specified assignments; the percentage of time the individual is expected to apply to the contract; the actual physical location of the employee; and a description of the employee's relevant experience. Relevant experience is experience in the field of work for the labor category proposed and similar services to those listed in the Statement of Work, Section C. The offeror shall include resumes arranged in alphabetical order and shall have precise time frames of all documented education, experience, and training. The resume must

indicate if the person is currently employed by your firm, and if not so employed, what kind of commitment or offer of employment has been made to assure availability to the project. If the proposed project person is not currently employed by the contractor or a formal subcontractor, then a signed letter of intent from the person must be included with the proposal, along with the planned salary/hourly rate applicable.

(c) Management Plan/Corporate Experience

(1) Offerors shall provide a detailed management plan that will be

Followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the task orders issued under the contract will be managed, and the procedures to be taken to ensure quality control, timeliness, and cost control. The offeror shall define the proposed organizational structure (including responsibilities, and reporting structure) for the 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 assigned FRA Contracting Officer's Technical Representative (COTR) and Contracting Officer. The management plan shall include a staffing plan, which proposes how the personnel will be staffed.

(2) Offerors shall describe the company experience of a like or

similar nature, particularly those of comparable size, dollar value, and complexity. Also, complete information shall be provided describing your relevant corporate experience with program management, project planning, and eCollaboration and Support Development Services. Offerors shall describe the relationship of the work requirements to the overall corporate operation.

(2) PAST PERFORMANCE INFORMATION – Volume II (Unlimited Pages). The offeror shall describe its past performance on directly related or similar contracts and subcontracts it has held within the last five years (but not older than three years after completion of contract performance) and **three (3)** contracts and subcontracts currently in progress which are similar scope, magnitude and complexity to that which is detailed in this RFP. (The Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance:

- (1) Contract number(s) and type of contract (e.g. firm-fixed price, Cost-plus-award-fee, etc.);
- (2) Procuring agency and name of reference point(s) of contact (not to exceed three per contract), Contracting Officer's and COTR's telephone numbers and email addresses at the procuring agency for which the contract was performed (Offerors are reminded to make sure the information provided is current);
- (3) Dollar value of the contract (including options);
- (4) Period or performance;
- (5) Detailed description of the work performed;
- (6) Relevancy of the contract to this proposed RFP;
- (7) Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- (8) The number, type, frequency, duration, and impact of any quality, delivery or cost problems in performing the contract; the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors shall submit similar past performance information on proposed significant or critical subcontractors but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (such as 40% of the total labor hours) and why such subcontractor experience is relevant considering the subcontractor effort proposed.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

(3) COST/PRICE PROPOSALS –Volume III (Unlimited Pages) (Section B – Price/Costs and Representation and Certifications) Offerors shall provide cost/price information required by provision, “Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data” included herein L.11. The offeror shall also provide a completed signed copy of the solicitation document including representations and certification and pricing in the Schedule (Section B). If applicable, offerors shall acknowledge receipt of all amendments issued.

**NOTE:** A page on both sides shall be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with

a minimum 12 point font and one inch margins all around.

**52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004) - Alternate I (OCT 1997)**

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **FIRM FIXED PRICE TYPE** Contract resulting from this solicitation.

(End of provision)

**52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)**

**52.232-13 Notice of Progress Payments. (APR 1984)**

**52.233-2 Service of Protest. (SEP 2006)**

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

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisitions and Grants Services  
Attn: Charles N. Nurse, Contracting Officer  
1200 New Jersey Avenue, S.E, Mail Stop 50  
West Building, 3<sup>rd</sup> Floor  
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)

**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):

<https://www.fbo.gov>

## **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>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

### **M.2 TECHNICAL PROPOSAL EVALUATION**

The technical proposals 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 are listed in descending order of importance.

(a) **TECHNICAL APPROACH:**

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 including rapid response time upon receipt of a task order.

(b) **KEY PERSONNEL:** Key personnel will be evaluated based on the extent to which personnel resumes submitted by the offeror clearly outline the educational background and experience that demonstrates the ability to meet or exceed the requirements as set forth in section c.

(c) MANAGEMENT PLAN/PROGRAM QUALITY PLAN

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 three (3) 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**    **O**    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**    **B**    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**    **A**    Meets all the solicitation requirements. The proposal is complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements.
- MARGINAL**    **M**    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**    **U**    The technical proposal has many deficiencies and/or gross omissions that demonstrate the offeror's inability to meet the government's minimum requirements.

**M.3 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. 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.4 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 are 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.

**EXCEPTIONAL** – 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.

**VERY GOOD** – Very little risk anticipated with delivery of quality product, on

time, or of degradation of performance of 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 makes the proposal ineligible for award.)

## **M.5 PRELIMINARY COMPETITIVE RANGE**

- (a) In accordance with the Federal Acquisition Regulation (FAR) 15.306, the Contracting Officer shall determine which proposals are in the preliminary competitive range on the basis of cost or price and other factors state in the solicitation. The factors will consist of an evaluation of: (1) the Technical Proposal, Volume I; (2) Past Performance, Volume II; (3) Cost/Price Proposal, Volume III.
- (b) Based on results of the evaluation in subpart (a) above, and after consideration of the offeror's proposed cost or price, the Government will determine which proposals have a reasonable chance of being selected for award. These proposals shall be include in the competitive range.
- (c) Any proposal deemed not to stand a reasonable change for award shall be removed from further consideration and the offeror shall receive the notification contained in FAR 15.206.

## **M.6 BASIS FOR AWARD – BEST VALUE**

(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) FRA will evaluate the Proposals received in response to this solicitation in accordance with the Federal Acquisition Regulations (FAR) and the Transportation Acquisition Regulations (TAR). One contractor will be selected for award on the basis its 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, Exceptional, Very Good, 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