SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶	RATING	PAGE 1	OF PAGES 99	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFT60-08-R-00010	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) XX NEGOTIATED (RFP)	5. DATE ISSUED 06/26/2008	6. REQUISITION/PURCHASE NO. FTA-08-0338

7. ISSUED BY CODE
DOT/FEDERAL TRANSIT ADMINISTRATION
OFFICE OF PROCUREMENT
1200 NEW JERSEY AVENUE, S.E., TAD-40
WASHINGTON, D.C. 20590

8. ADDRESS OFFER TO *(If other than Item 7)*
John L. Bardwell III

SOLICITATION

9. Refer to Section L of this Solicitation for specific information on the submission of offers. All offers, and associated documents, are to be received no later than Tuesday, August 26, 2008. The total page count at the top of this page excludes the attachments in Section J. A pre-proposal conference shall be held at Department of Transportation Headquarters (West Building Atrium, Oklahoma Room, 1200 New Jersey Ave., SE, Washington, DC, 20590) on July 21 from 10AM to 1PM EST. The call-in number is 888-791-5525, passcode 11572. Questions concerning this solicitation shall be submitted in writing no later than July 14, 2008, to the point-of-contact identified in Section 10.C below. Responses to written questions received by July 14, 2008 will be provided at the pre-proposal conference. Questions received after July 14, 2008 may not receive a response until sometime after the pre-proposal conference 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	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
	John L. Bardwell III	AREA CODE 202	366-2490	EXT.	John.Bardwell@dot.gov

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	54-63
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-32	X	J	LIST OF ATTACHMENTS TABLE	64
X	D	PACKAGING AND MARKING	33	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	34	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	65-72
X	F	DELIVERIES OR PERFORMANCE	35-36				
X	G	CONTRACT ADMINISTRATION DATA	37-46	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	73-93
X	H	SPECIAL CONTRACT REQUIREMENTS	47-53	X	M	EVALUATION FACTORS FOR AWARD	94-99

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

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

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶	ITEM Section G.
24. ADMINISTERED BY *(If other than Item 7)* CODE Ledra Post	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER *(Type or print)* John Bardwell	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.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE

CLIN		AMOUNT
1	- CONTRACT AND PROGRAM SUPPORT	NSP
2	- PROJECT MANAGEMENT SERVICES	NSP
3	- TECHNICAL REVIEW SERVICES	NSP
4	- OTHER DIRECT COSTS	NSP
	Total	NSP

Note: CLIN (Contract Line Item Number), NSP (Not Separately Priced)

Any costs incurred prior to the effective date of this contract shall be considered unallowable and not reimbursable under this contract unless authorized in writing by the Contracting Officer.

B.2 CONTRACT MANAGEMENT / TYPE

This is an indefinite-delivery-indefinite-quantity (IDIQ) task order type contract. It is contemplated that some task orders, to the fullest extent practicable, will be performance based. Performance measures will be established for those task orders on an order-by-order basis. All assignments will be awarded based on negotiations of task order assignments to include the task order type. The government reserves the right to issue task order assignments as cost-plus-fixed-fee, fixed-price, cost-plus-award-fee, cost or fixed price incentive type contracts, time and materials, or labor-hour, as performance based where appropriate. Prices/costs contained in this section will be utilized to the fullest extent practicable in establishing cost / price and fee / profit for each task assignment.

B.3 LEVEL OF EFFORT

a. In performance of this contract, the Contractor shall provide a minimum of **60,000** direct labor hours and a maximum of not more than **300,000** direct labor hours, during the 5-year contract period of performance.

b. The Contractor agrees to devote direct labor effort to the performance of this contract approximately as follows:

Labor Classification	Estimated Number of Hours by Percentage
Officer-in-Charge	1%
Program Manager	5-10%
Task Order Manager	15-25%
Technical Support	55-70%
Clerical Support	5-10%
Sub-Contractors (included above)	20-49%

These percentages are based on historical data and will be used as a starting point for negotiations of task orders.

c. Once the maximum labor-hours are reached, the Contractor's requirements under the contract are fulfilled. In the event direct labor hours in excess of **300,000** are required to accomplish the prescribed work during the period of performance, such additional effort shall be treated as a change and the Contractor shall not proceed beyond the maximum until a bilateral modification to the contract is executed. Modifications to the contract will be executed in accordance with FAR Subpart 43.103 and the Changes clause. Any estimated cost adjustment for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause. Any not-to -exceed ceiling amounts or maximum ranges and other terms and conditions of the contract shall continue to apply.

e. Any adjustment in the contract in accordance with the provisions of this article shall be made by a contract modification.

B.4 MINIMUM AND MAXIMUM OBLIGATION OF THE GOVERNMENT

a. Minimum Obligation: In the event the Government does not issue a task order under this contract, an amount of $1,500 will be paid to the Contractor upon expiration of the contract.

b. Maximum Obligation: The Contractor may be obligated to provide services and support up to an amount of 300,000 hours over a 5-year period of performance, through the issuance of task order(s).

The Contractor is not authorized and is proceeding at its own risk to incur costs that would exceed the funds obligated on the contract at any given time during the contract period of performance.

B.5 CONSIDERATION

It is anticipated that this proposed contract will be awarded as an incrementally-funded, cost reimbursable, indefinite-delivery-indefinite-quantity (IDIQ) contract.

a. Cost Reimbursement

The total cost of the contract will consist of the accumulated value of each assigned IDIQ task order, taking into consideration the cost/price and negotiated fee and/or profit. This contract provides for payment to the Contractor of allowable incurred costs to the extent provided in the contract.

b. Funds Available

For provisions on incrementally funded cost reimbursement task orders, see clause Federal Acquisition Regulation (FAR) 52.232-22, "Limitation of Funds" (ARP 1984).

c. Incremental Funding

Funding for the services of cost-type task orders, as outlined in the individual task order, may be incrementally funded as required on each individual task order and subsequent modifications in accordance with the ordering terms and conditions described in Section G - Contract Administration Data, the "Limitation of Funds" clause, FAR 52.232-22, or as specified elsewhere in the contract. In no event, however, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order.

B.6 PROVISIONS APPLICABLE TO DIRECT COSTS

Notwithstanding the Clauses FAR 52.216-7, "Allowable Cost and Payment" (DEC 2002), and FAR 52.244-2, "Subcontracts (Cost-Reimbursement and Letter Contracts)" (AUG 1998), unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

a. Acquisition, Alteration, and Lease

(1) Acquisition, purchase or lease, of any interest in real property;

(2) Special rearrangement or alteration of facilities;

(3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value (General purpose office

equipment regardless of dollar value items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

(4) Purchase or rental of any items of personal property having a unit value of $500 or more; and

(5) Foreign travel

b. Overtime

All overtime must be approved in advance by the Contracting Officer. Such a request for overtime must be in writing, or by written communications, i.e., email, etc. The Contracting Officer may verbally grant overtime approval followed by written confirmation to follow within one working day. Any unauthorized overtime will not be reimbursed.

c. **Travel Costs**

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect at the time of performance of the contract. The Federal Travel Regulations may be accessed from the following website: www.gsa.gov/ftr . Current domestic per diem rates may be accessed from:
http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0

Throughout the period of performance of this contract, the Government shall issue revisions to reflect any changes to these per diem amounts or to the travel regulations. Travel requirements under this contract will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher may be submitted with justification of use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer. Delays on the Contractor's part to schedule travel sufficiently in advance will not be considered as a justifiable excuse for acceptance of higher class travel by the Government.

Travel expenses incurred by the Contractor exclusively in direct performance of this contract shall not exceed:

(1) Cost of air travel by most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional

expenses offsetting the savings on fare, or would not make necessary connections);

(2) Cost of rail travel by most direct route, first class with lower berth or nearest equivalent;

(3) Cost of travel by privately owned automobile. However, reimbursement for transportation by this means shall not exceed the cost of (1) or (2) above, whichever is less; or

(4) The cost of travel by privately owned automobiles, and subsistence cost shall be reimbursed pursuant to the Government travel policy in effect at the time such costs are incurred. The Contractor shall cite in any claim for reimbursement of travel costs the source of the rates used.

Any costs incurred prior to the effective date of this contract shall be considered unallowable and not reimbursable under this contract.

B.7 PROVISIONS APPLICABLE TO INDIRECT COSTS

a. The allowable indirect costs under this contract shall be established in accordance with the procedures set forth in Clause FAR 52.216-7, "Allowable Cost and Payment" (DEC 2002).

b. Beginning with the effective date of this contract, indirect costs shall be reimbursed at the following provisional and/or ceiling rates:

Type	Provisional Rate	Ceiling Rate	Base for Application

In addition, the following rates have been established for reimbursement of indirect costs to the Sub-Contractor's identified below:

Sub-Contractor	Type	Provisional Rate	Ceiling Rate	Base

d. If it is determined that ceiling rates are needed, the final indirect cost rates applicable to this contract shall not exceed the ceiling rates listed above; provided, however, that in the event the rates determined by the cognizant Federal audit activity on the basis of actual allowable costs are less than the ceiling rates agreed to herein, then the lower rates established by such cognizant audit activity shall apply.

d. Notwithstanding the foregoing, the Contractor shall, in the case of an upward or downward adjustment of the provisional rates specified above, provide timely notification to the Contracting Officer, and shall comply with the requirements of Clause FAR 52.232-22, "Limitation of Funds" (APR 1984) of the contract, where such increase in costs causes operation of that clause.

B.8 AUTHORIZED DIRECT LABOR COST BY CONTRACT YEAR

The Contractor is hereby authorized to incur the following maximum direct labor rate, including maximum of 4 % escalation per year of performance, within the limits established in each negotiated Task Order, as follows:

Prime or Sub Contractor [insert name] (escalation factor, maximum 4%), Maximum Labor Rate					
Name/Title	Year 1	Year 2	Year 3	Year 4	Year 5
Officer-in-Charge (No Subcontractors)	$	$	$	$	$
Program Manager (No Subcontractors)					
Task Order Manager (No Subcontractors)					
Systems Integration Manager					
Civil Engineering (PE)					
Risk Assessment Manager					
QA/QC Manager (CMQ/OE)					
Business Economics Manager					
Professional Planner (PP)					
Government and Regulatory Manager					
Contracts and Terms Manager					
Procurement / Supply Manager					
Real Estate Manager					
Architect/Architectural Engineer (RA)					
Rail Vehicle, / Bus/Motor Vehicle Engineer					
System Safety Expert					
Construction Management Manager					
Transit Operations Planning Manager					
Mobility Expert					
Project Scheduling Manger					
Document Control Manager					
Cost Estimation Manager					
Industrial Engineer					
Rail Signal Engineer					
CBTC / Automatic Train Control Engineer					
Communications Engineer					
Rail / Bus Vehicle Maintenance Manager					
Rail Right of Way Maintenance Manager					

Rail Track Design Engineer (PE)					
Roadway Design Engineer, BRT (PE)					
Structural Engineer (PE)					
Bridge Engineer (PE)					
Environmental Engineer (PE)					
Geotechnical Engineer (PE)					
Tunnel Engineering/ Construction Manager					
Value Engineer					
Mechanical Engineer (PE)					
Electrical / Traction Power Engineer(PE)					
Fare Collection Manger					
Data Acquisition Manager (DAS)					
System Security Expert					
Construction Safety Manager					
Buy America Expert					
Clerical Support Staff					

SECTION C

STATEMENT OF WORK

C.1 BACKGROUND

The United States Department of Transportation (DOT), Federal Transit Administration (FTA), is responsible for the administration of grants and loans to assist State and local public bodies (Grantees) in financing acquisition, construction, reconstruction, and improvements of transit facilities under 49 U.S.C. Chapter 53.

FTA can not approve a grant unless the applicant grantee has, or will have the legal, financial and technical capacity to carry out the project, including safety and security aspects of the project. The provisions of 49 U.S.C. also requires FTA to only approve grants for projects where FTA has determined that (1) the proposed project will not degrade the Grantee's ability to maintain and operate the entire public transportation system without requiring a reduction in existing public transportation services or level of service to operate the proposed project; (2) the Grantee has or will have satisfactory continuing control over the use of the equipment or facilities; and (3) the Grantee has the capability and willingness to maintain the equipment or facilities and that (4) there is a reasonable likelihood that the project will continue to meet such requirements (49 U.S.C. 5309 (c)).

FTA monitors grants to confirm that Grantees establish and follow procedures that are reasonable and comply with FTA requirements in FTA Circular 5010.1C, Grant Management Guideline.

To receive United States Government financial assistance for a major capital project a Grantee must prepare and carry out a Project Management Plan (PMP) approved by FTA. Further, the Grantee is required to develop and implement such Project Management Plans (PMP) for all project activities. The PMP shall recommend a phased project management approach where each phase (1) starts with inputs or a baseline, (2) has a process(es) that refines the project definition and generates outputs that (3) become the inputs or baseline for the subsequent phase, 49 U.S.C. 5327(a). By defining the requirements for each phase and sound approaches to their accomplishment, a PMP allows Grantees to define project requirements, allocate resources, perform project activities, monitor progress, and make adjustments, as required, to obtain the proper information and assure decisions are made at the appropriate time.

Therefore, FTA must ensure that Grantees execute authorized projects professionally, efficiently and in accordance with applicable laws and regulations. To assist FTA in fulfilling this responsibility, the Contractor will provide Project Management Oversight (PMO) services for selected Grantee projects in accordance with Task Order assignments and Work Order instructions made pursuant to the terms of this contract.

C.2 OBJECTIVE

The objectives of the Project Management Oversight contract(s) as awarded are to provide FTA with contract support capable of rendering critical programmatic inputs for a variety of FTA program decisions for its grants programs. Such support includes Contractors performing services, delivering products and producing outcomes that are derived from, based upon, or contain: (1) sufficient quantities of reliable, relevant and useful Contractor or third party data and information (2) properly structured and clearly identified Contractors' professional opinion, and analysis (3) personnel performing services only in areas of their demonstrated competence and (4) quantitative techniques that meet or exceed FTA's requirements.

Products and services delivered under this contract will assist FTA in accomplishing its legislatively mandated mission to assess and evaluate the effectiveness and efficiency of the Grantee's development and implementation of federally assisted transit projects to ensure that the Grantee organization:

- Provides continuous administrative and management direction of project operations.
- Provides, directly or by contract, adequate technical inspection and supervision of all work in progress for conformance with approved plans and specifications, using qualified professionals.
- Assures conformity to grant agreements, applicable statutes, codes, ordinances, regulations, sound engineering and program/project management practices and safety standards.
- Maintains the project work schedule agreed to by FTA and the Grantee and constantly monitors grant activities to assure that schedules are met and other performance goals are achieved.
- Keeps project expenditures within plus 5 percent of the latest approved project budget.

FTA's intent is also that Contractor services or products do not convey any real or apparent perception to the Grantee organization or its management that the Grantee has been relieved of any component of its responsibilities and liabilities as the responsible party for carrying out the Federal grant.

The Contractor may be directed to provide similar services to other federal agencies as may be required by the Economy Act, 31 U.S.C. § 1535. The geographic scope of this requirement includes the United States and its territories.

C.3 DEFINITIONS

A glossary and definitions of basic terms used throughout this section follows:

a. **Contracting Officer (CO):** Contracting officers have authority to enter into, administer, or terminate contracts and make related determinations and findings. Contracting officers may bind the Government only to the extent of the authority delegated to them.

b. **Contracting Officer's Technical Representative (COTR):** Contracting Officer's Technical Representative (COTR) acts as a liaison with the Contractor during the performance of the contract. COTR is authorized to direct the technical effort being performed under the designated contract under the purview of the FTA and monitor the progress and quality of the Contractor's performance in accomplishing tasks required by the contract.

c. **Full Funding Grant Agreement (FFGA):** An agreement which establishes the terms and conditions for Federal financial participation in a New Starts project; defines the project; sets the maximum amount of Federal funding for the project; covers the period of time for completion of the project; and facilitates efficient management of the project in accordance with applicable Federal statutes, regulations, and policy. Within the limits of law, an FFGA provides assurance and predictability of Federal financial support for a New Starts project while strictly limiting the amount of that Federal financial support.

d. **Monitoring Activities:** Monitoring activities include, but are not limited to, interviews, review of documents, observations, examination of records, analysis of data and information, and forming professional opinions.

e. **Oversight Procedures (OPs):** Instructions, guidance, or procedures issued by FTA for use by the selected Contractors and FTA staff in performing oversight of major capital projects during planning, design, construction and operation. Reference Section J.

f. **Project Management Oversight (PMO):** Project Management Oversight includes but is not limited to the monitoring of a project in order to determine if the project is on schedule, within budget, proceeding in conformance with the Grantee's approved plans, specifications and grant agreements, and is being implemented efficiently, effectively, and safely and the Grantee organization continues to demonstrate the required technical capacity.

g. **Project Management Plan (PMP):** Project Management Plan is a document that explicitly describes, as a minimum, each of the following for each phase of the project: the applicant's staffing and organization, budget, schedule, document control, change orders, construction staffing, quality control and quality assurance, materials testing, internal reporting, property acquisition, operational systems testing, and safety and security. The Project Management Plan is central to FTA's determination of whether an applicant has the technical capacity and capability to build, operate, and maintain a New Starts project throughout the life of the project.

h. **Task Order:** Supplementary contractual and obligating document that usually includes a broad description of tasks to be performed, a budget, and a period of performance, subject to approval by the COTR and/or CO.

i. **FTA Task Order Manager (TOM):** An FTA employee who has been authorized by the CO to manage the progress and quality of the Contractor's performance in accomplishing tasks required by the Task Order. The TOM is not authorized to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, period of performance, or any other terms and conditions of the contract or to direct the accomplishment of effort which would exceed the scope of the contract.

j. **Technical Assistance:** Assistance and guidance provided to a Grantee, after a finding of deficiency, in the development of technical plans, schedules, analyses, etc.

k. **Technical Capacity**: A set of processes inclusive of resources and authority, defined, implemented, and maintained by the Grantee project organization that demonstrates the ability to meet Grantee responsibilities for grant administration and management.

l. **Work Order:** A supplementary contracting document issued under an approved task order with a refined scope of work, budget for the work to be performed, and milestone schedule subject to approval by the COTR.

m. **Work Order Manager (WOM):** An FTA employee appointed by the COTR or TOM for each work order issued under a specific task order, which is authorized to manage the progress and quality of the Contractor's performance in accomplishing tasks required by the work order. The WOM is not authorized to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, period of performance, or any other terms and conditions of the contract or to direct the accomplishment of effort which would exceed the scope of the work order.

C.4 DELINEATION OF TASKS

The Project Management Oversight Contractor (PMOC) shall only perform tasks, produce deliverables and deliver services in accordance with approved task orders. Task orders may include all or some of the tasks, deliverables or services described in this Statement of Work, or FTA's Project Management Oversight Procedures (OPs) provided in Section J. As provided for in Section G, the COTR or TOM will require the PMOC to deliver products and perform services subject to the issuance of individual work orders. Unless otherwise stated in the task order or work order, the PMOC shall produce deliverables and perform services in conformance with the current version of FTA's OPs which are incorporated into this contract and as incorporated by reference in individual task orders or work orders. Hereinafter, for purposes of Section C only, all references to task orders are meant to include work orders unless noted otherwise.

In support of all tasks, the PMOC shall review project documents and perform interviews in sufficient detail to become familiar with the aspects of the project pertaining to the specific task order, or OP requirements. Typical documents to be reviewed may include, but are not limited to, design criteria, plans, specifications, environmental reports, cost estimates, third party agreements, contract packages, organizational charts, project management plans, rolling stock fleet management plans, real estate acquisition plans, operations plans, maintenance plans, start up plans, safety and security plans, project performance and forecasting analysis. Personnel to be interviewed shall typically include, but are not limited to, project personnel, project design and construction staff and consultants, suppliers and FTA regional office and headquarter personnel.

C.5 TASKS / REQUIREMENTS

The following are tasks that FTA may assign to the PMOC under the respective contract line item number (CLIN):

CLIN 0001- Contract and Program Support

A. Administrative Tasks (Reference OP-2)

1. Implementation Plans and PMOC Transitions

The PMOC shall develop and submit for review, comment and approval Implementation Plans at the contract, task order, and work order levels that include, but are not limited to the following items:

- Integrated budget
- Labor distribution chart (by hours)
- Deliverables description and integrated implementation schedule
- Technical approach for providing deliverables and services
- Staffing resources (Contractor and subcontractor) that include areas of expertise and all contact information, order of succession, etc. and key personnel contact information
- Integrated FTA/PMOC organization chart
- Project communication procedure and order of contact
- Project status debriefing and deliverables progress reports
- Financial administration and cost controls
- Correspondence and document control procedures

The PMOC shall articulate measurable goals consistent with FTA's strategic plan for program oversight. Reference the Oversight Procedures in Section J. If the PMOC is transitioning into an on-going project, the implementation plan should address the transition efforts as directed by FTA staff.

2. Project Status Reporting

The PMOC shall use management procedures in the performance of this contract or task orders that provide for:

- Planning and control of costs;
- Measurement of performance (value for completed tasks and major subtasks); and
- Generation of timely and reliable information to be reported at the contract level or at the specific task order level such as the monthly progress report.

3. DOT and FTA Sponsored Meetings and Teleconferences

FTA may require the PMOC to produce deliverables for, make personnel available to attend, or present materials at FTA sponsored meetings and teleconferences. Examples of

such FTA sponsored meetings are the FTA Annual Engineers' Meeting, FTA Annual Oversight Conference, Annual PMO Conference and quarterly PMO teleconferences, and Transit Construction Roundtables.

B. Special Tasks (Reference OP-3)

Utilizing the PMOCs' professional expertise in both program-wide and project-specific ways FTA require the following types of support:

1. Technical Studies and Papers

FTA may require the PMOC to conduct technical studies, prepare professional papers, provide special technical assistance, and present such papers or studies. Specifically this may include:

- research of industry trends, etc.
- development of concepts, issue papers
- analysis of project cost, schedule and other data
- examination of agency histories, practices, etc.

2. Legislative Support

FTA may require the PMOC to produce deliverables for, make personnel available to attend, or present materials in support of:

- Legislative efforts such as agency appropriations or authorizations for Grantee projects
- Agency efforts to evaluate Grantee projects for funding purposes such as the Section 5309 New Starts program
- Agency efforts to determine either technical capacity or grant compliance with respect to federally funded Grantee activities such as acquisition of real estate or vehicles, Buy America or environmental elements of the Grantee project.

3. Meetings with Other External Stakeholders

FTA may also require the PMOC to produce deliverables for, make personnel available to attend, or present materials jointly with FTA or on behalf of FTA at public meetings by organizations that FTA sponsors such as the Transit Research Board and National Transit Institute, or other organizations such as the American Public Transportation Association.

C. Ancillary Support

The PMOC may be required to perform ancillary services or produce deliverables in support of, but not limited to, unforeseen emergency activities or other tasks as directed by the FTA Administrator. Such tasks will be issued through the normal task and work order process.

CLIN 0002 – Project Management Services

A. Grantee Capacity and Capability Reviews (Reference OP-11, -20, -22 and -23)

1. Technical Capacity and Capability (TCC)

The PMOC shall review and evaluate the Grantee's management, organization, and project definition data to assist the FTA in determining the technical capacity and capability of the Grantee to efficiently and effectively implement proposed and current Federal projects. The objective of these reviews is to ensure grant recipients have adequate staff, project management procedures and policies developed and documented to effectively manage and implement a major capital project, or other projects assigned. PMOC reviews shall include but are not limited to the review of the Grantee's Project Management Plan, Quality Assurance/Quality Control Plan, Safety Security Management Plan, Real Estate Acquisition Management Plan and other documents as needed.

The review shall be performed in accordance with the following elements:

- Compliance with applicable statutes, regulations and FTA guidance documents
- Full Funding Grant Agreement terms including scope, budget and schedule adherence
- Sound engineering and project management practices, and
- FTA's Project and Construction Management Guidelines.

The assessment shall include, but not be limited to key Grantee and Grantee consultant personnel interviews, review of the Grantee's organization, policies, procedures and line of authority (including succession planning), as well as a review of Grantee's consultants and Contractors and how these consultants are being integrated into the Grantee's organization without conflict of interest. These assessments may be done at the Grantee organization level, or more limited reviews such as the Grantee's project management office including integrated staff.

2. Project Management Plan (PMP)

The PMOC shall evaluate the Grantee's Project Management Plan (PMP) to assure it complies with FTA's guidelines. The plan shall include: project overview; organization and staffing; project management and controls; planning/conceptual design phase management; final design phase management; construction phase management; close out phase management; quality management; risk management; procurement; contract administration; and communications.

The PMOC shall provide FTA with a written, factually-based analysis, and an assessment of project management, inclusive of identifying Grantee risk areas, to support an initial determination of whether the Grantee possesses the technical capacity and capability to carry out the proposed project in conformance with the Grantee's requirements for grant administration and management and there is a reasonable likelihood that the Grantee

organization will continue to meet such requirements.

3. Quality Control/Quality Assurance (QC/QA) Program

In reviewing a Grantee's PMP, the PMOC shall verify that the Grantee's QA/QC program plan complies with FTA's Quality Assurance and Quality Control Guidelines (http://www.fta.dot.gov/publications/reports/other_reports/publications_3876.html) including but not limited to the following fifteen areas:

- Management Responsibility
- Documented Quality Management System
- Design Control
- Document Control
- Purchasing
- Product Identification and Traceability
- Process Control
- Inspection and Testing
- Inspection, Measuring and Test Equipment
- Inspection and Test Status
- Nonconformance
- Corrective Action
- Quality Records
- Quality Audits
- Training

Once a Grantee's QA/QC program and staffing levels have been determined to be appropriate, the PMOC shall focus on independently verifying that the Grantee is adequately implementing its QA/QC program.

As part of the PMOC's verification process the Contractor should routinely monitor the Grantee's QA/QC activities. Monitoring should include reviews of Grantee's implementation of its overall quality program including process, documentation and results. The PMOC should hold periodic interviews with individuals, such as the project's quality manager, resident engineers, project control engineer and design engineers, and review, on a random basis, the various documents maintained by these individuals related to the overall quality of the project. The review should establish that the appropriate reports do in fact exist and that the data contained in the documents are indicative of an adequately implemented QA/QC program. Typical documents that may be reviewed on a random basis include: design completion/coordination check list, quality audits, inspection reports, non-conformance logs and compliance measures taken to correct deficiencies. Through observation of design and construction activities, discussions with the key individuals such as the quality manager and random reviews of key documents, the PMOC will be able to establish, with a high degree of confidence, whether or not the Grantee is adequately implementing its QA/QC program.

Due to the importance of having Grantees implement a proper QA/QC program, the PMOC shall include a specific section (paragraph) on the status of the Grantee's QA/QC program in each monthly report. The report shall indicate whether the Grantee is properly implementing the QA/QC program and if not what specific actions should be taken to ensure its proper implementation.

4. Safety & Security Management Plan (SSMP)

The SSMP Review is conducted by the PMOC to determine if the Grantee is adequately performing required safety and security management activities for its capital project, and it provides major input to FTA regarding the review and approval of the SSMP. As part of the PMP, the SSMP must be approved by FTA for the recipient to remain eligible to receive Federal funds for further project development.

For recipients with major capital projects affected by FTA Circular 5800.1, Safety and Security Management Guidance for Major Capital Projects, the PMOC's SSMP review must:

- Determine which safety and security activities the Grantee must perform, as specified in Chapter II, Paragraph 2 of Circular 5800.1 and following the process outlined in Chapter III of Circular 5800.1.
- Verify that the Grantee has documented its approach to performing the required safety and security management activities in an SSMP, which is included as a separate chapter or plan referenced within the PMP.
- Verify that the Grantee's SSMP includes the applicable sections specified in Chapter IV of Circular 5800.1 and meets all identified requirements.
- Verify that the Grantee has the technical capacity to implement its SSMP, including adequate personnel, organization, budget and schedule.
- Determine whether the approach documented by the Grantee's SSMP is being implemented, as appropriate, for the project's current stage: preliminary engineering (PE), final design (FD), at application for a FFGA, construction, and start-up.

To conduct this review, the PMOC must apply the criteria specified in Chapter II, Paragraph 3 of Circular 5800.1.

For Grantees with major capital projects affected by FTA Circular 5200.1A, Chapter II, Section 6, Safety and Security Management Plan, the PMOC's SSMP review must:

- Verify that the Grantee has documented its approach to performing the required safety and security management activities in an SSMP, which is included as a separate chapter or plan referenced within the PMP.
- Required activities are identified in Chapter II, Section 6 of FTA's FFGA Circular 5200.1A, and in the DRAFT Guidance for the Development of Safety and Security Management Plans (January 2002).

- Verify that the Grantee has the technical capacity to implement its SSMP, including adequate personnel, organization, budget and schedule.
- Determine whether the approach documented by the Grantee's SSMP is being implemented, as appropriate, for the project's current phase.

5. Real Estate Acquisition and Management Plan (RAMP)

The PMOC's real estate consultant shall review the project real estate schedule and cost estimates at specific points in project development as directed by FTA or on an ongoing basis and tailor the review to the information and materials available at the time. During preliminary engineering, it is critical that potential real estate problems are identified and probable solutions determined. More elaborate schedules will be generated by the Grantee as time goes on and the schedule review should reflect the increase in information provided.

The PMOC's real estate consultant shall obtain from the Grantee the RAMP, latest schedules produced and supporting scope and cost information. The RAMP should be reviewed at various stages in the development of the project and should contain the following information at these stages of the NEPA Process:

- Prior to selection of Locally Preferred Alternative during or before the Draft Environmental Impact Statement (DEIS) process, the RAMP should be in an early stage of development and should contain information demonstrating an adequate staff organization complete with well defined reporting relationships, responsibilities, job descriptions and job qualifications.
- Prior to FTA's approval to enter Preliminary Engineering, the RAMP should also contain: a map highlighting the parcels proposed to be acquired; a list of and written description of proposed total and partial acquisitions; a list of and written description of the anticipated number of residential and non-residential displacements/relocations; a list of and written description of the impacts due to the acquisitions and displacements/relocations; a schedule and cost estimate for the acquisitions and displacements/relocations.
- Prior to FTA approval to enter into Final Design, the information in the RAMP should be refined. The schedule should portray the critical path. The RAMP shall demonstrate that adequate relocation planning has been accomplished per 49 CFR Section 24.205, including recognition of problems associated with displacement and an evaluation of program resources available to carry out timely and orderly relocations.
- Prior to FTA award of the FFGA, the information in the RAMP should be further refined and third-party agreements should be made. The schedule should portray the critical path.

The PMOC's real estate consultant will provide oversight to the extent needed to ensure compliance with statutory, regulatory and FTA circular requirements. With consideration of

the laws, regulations, policies, circulars, guidance documents, and practices that apply to the Grantee's work, the real estate consultant should at a minimum:

- Review and analyze all pertinent information available for reasonableness within the scope and cost parameters; for completeness, adequacy, consistency, appropriateness of level of detail given the phase
- Identify real estate acquisition program risks
- Be a full service company having experience in early right-of-way (R/W) planning and having a working knowledge in the four major areas of Uniform Act compliance (Appraisal, Acquisition, Relocation and Property Management)
- Have a working knowledge of 49 CFR Part 24 and FTA Circular 5010.1C and FTA Project Management Oversight Program Guidance
- State findings in descending order of importance (most likely, largest consequences, least likely, moderate consequences) and make recommendations for modifications.

B. On-site Monitoring and Reporting (Reference OP-12 and OP-14)

1. Grantee Project Development and Execution Monitoring

During the design, construction, start-up and operational phases of a project, the PMOC shall monitor and report on the project's development and execution for conformance with the Grantee's approved Project Management Plan, including project development and execution, and accepted engineering and project management practices.

The monitoring activities and written recommendations shall be sufficient to provide FTA with the factual basis, engineering analysis, and an assessment of project management to support FTA's on-going determinations that the Grantee possesses the technical capacity and capability to carry out the project, elements of which include:

- Continuing acceptability of the Grantee's Project Management Plan.
- Grantee's ongoing compliance with Full Funding Grant Agreement (FFGA) and/or other applicable Grant Agreement terms and conditions.
- Adequacy of Grantee's project quality, schedule, and budget, including contingency, for the current phase of the project.
- Monitoring of a project's "Estimated Cost to Complete" vs. "Remaining Budget".

As part of its monitoring activities, the PMOC shall routinely assess and evaluate supporting documentation from the Grantee including, but not limited to:

- Timely management decisions
- Delegations of authority
- Management of project scope
- Internal controls
- Schedule analysis

- Cost estimates and trends, including forecasting
- Delivery of a quality product
- Project security/safety
- Continuing technical capacity
- Risk assessment and contingency management.

Periodic monitoring to be conducted by the PMOC includes, but is not limited to:

- Schedule, cost, and reporting
- Quality assurance
- System safety
- Risk management
- Fleet management planning and major fleet procurement
- System start-up
- Change orders/cost recovery

The PMOC shall perform routine project management oversight monitoring through on-site reviews and document reviews off-site. Periodic reports shall be submitted to FTA documenting project status, activities, and open issues. Other project elements such as project management, quality control and assurance, system operations, and staffing shall also be addressed. The PMOC shall provide technical consultation to the FTA Task Order Manager (TOM) prior to and during monthly and quarterly review meetings, in addition to preparing documentation for all Quarterly Progress Meetings, trips, reviews, and project status meetings. This documentation shall be distributed to FTA, the PMOC team, and the Grantee when applicable. The primary documentation medium shall be electronic via an internet website to be specified by FTA.

2. Final Monitoring Report

The PMOC shall provide services or deliver products upon completion of the effective period of performance for either the task order or contract in the form of a final monitoring report. In producing the final monitoring report, the PMOC shall review the Grantee's grant requirements such as contained in the FFGA other terms and conditions and Project Management Plan, and measure the plan against the project completed by the Grantee and report any variances. This report shall include a summary of significant project events and accomplishments; any unresolved project issues, PMOC recommendations and a full assessment of the effectiveness of the Grantee's project management. The final monitoring report shall provide FTA with a factually-based, evaluation of the project as-built analysis, and an assessment of project management to support FTA's final determination of whether the project has been completed in compliance with the FFGA or other grant agreement terms and conditions. Also, if the PMOC is transitioning out of a task order, the PMOC shall report on the transitioning efforts, including any unresolved issues and/or key issues that the new PMOC will need to immediately address.

3. Lessons Learned Report

The PMOC shall also provide services and deliver products for FTA's Lessons Learned Program. The purpose of such lessons learned is to increase the effectiveness of transit

capital expenditures through a sharing of experiences and associated lessons learned by FTA's Grantees on major capital projects. Lessons learned shall be documented during the course of preparing periodic monitoring reports and in a final lessons learned report.

C. PMO Information Management Support and Products

The PMOC may be required to develop or purchase software code, integrate data and products from other FTA Contractors, FTA Grantees, or third parties for the purpose of URL or FTP based web hosting, CD-ROM, wireless, or other similar technology for the delivery of services and products.

FTA may also require the PMOC to develop or purchase software code that allows the delivery and integration of such third party Contractor or FTA Grantee data to designated software applications such as Microsoft Office (including Microsoft Project) or Internet Explorer, or FTA's in-house programs such as TEAM, Fastrack, etc. The PMOC may be required to develop applications, produce output data, products or services in the form of either a single, integrated, secure, reliable website, commercial off the shelf (COTS) data file, or a single, integrated, relational data source.

The PMOC shall allow authorized FTA users and authorized third parties to navigate the application or site, to upload data, submit forms, query, or extract data from such a source on a daily or continuous basis using PMOC furnished software applications.

CLIN 0003 – Technical Review Services

A. Scope, Cost, and Schedule Characterization Reviews (Reference OP-32, -33, and -34)

1. Project Scope/Capacity Review

The PMOC shall perform scope reviews to assist FTA in assessing and evaluating the Grantee's project using TCRP's industry guidelines, Transit Capacity and Quality of Service, Report 100, 2nd edition (2003), Rail Capacity Manual and its procedures, or a modified procedure, with respect to the capacity of its individual rail transit system features or functions. The PMOC shall also assess and evaluate the proposed level of service using the same TCRP manual, or modified procedure. The capacity sections of the manual provide both planning and more detailed operations analysis procedures for assessing capacity for rail transit modes, and transit stops, stations, and terminals. A building-block approach to capacity analysis is presented, initially addressing the capacity characteristics of individual transit stops and station components, and then expand the concepts to address the capacity of broader transit services, facilities, and systems. Such reviews and analyses may include:

a. "Line capacity" or theoretical capacity of the project as defined by TRB MP100 as the maximum number of trains that can be operated over a section of track in a given period of time, typically peak hour boardings. The factor providing the lowest capacity—the weakest link—will constrain the capacity of a given section of a line. As TRB notes, normally, the combination of the train signaling system being used and the station with the longest dwell time will control the line capacity. However,

under less-than-ideal conditions, the PMOC shall analyze other factors that may control line capacity.

b. Capacity of the LRT project as required to meet the passenger load requirements forecasted for the revenue operations date (peak hour passenger boardings) and TCRP's recommended "mature capacity".

c. Address the engineering economy issues associated with determining what project elements were to be constructed at what time.

d. "Step the project forward" through the ridership forecasted at a series of future milestones such as those envisioned in the rail fleet management plan.

2. Capital Cost Estimate Review

The PMOC shall perform cost reviews to assist FTA in assessing the consistency of such data provided by the Grantee, understand its characteristics and descriptions as well as the correlation between the quantity data in the estimates and the data established in the design deliverables and review whether the Grantee cost data is truly reflective of the scope indicated on the design drawings, i.e. correct estimate quantities.

To accomplish this, the PMOC shall perform cost characterization of the Grantee cost data inclusive of the project estimate. The PMOC shall also assess the integration and traceability of that estimate into the defined scope of the project for purposes of "baselining" the project estimate as the costs, scope issues, and project become more fully defined and developed through progression of project definition.

Subject to the issuance of individual work orders, FTA may require the PMOC to perform the following subtasks as part of the products or services delivered under the Work Order.

- Parametric project cost estimate review
- Definitive project cost estimate review
- Assessment and evaluation of grantee project cost forecasts
- Structural analysis of grantee project cost data using FTA data
- Comparison of Geotechnical data to cost estimate elements
- Market conditions adjustment and competitiveness of grantee estimates
- Identify embedded and exposed cost contingencies and assess as adequate relative to project scope and duration
- Identify and separately list risks discovered in the cost review and evaluate the potential likelihood and impact of these risks on the cost, scope, and schedule.

3. Project Schedule Review

The PMOC shall perform schedule reviews and analyses to assist FTA in determining whether the Grantee's project schedule is sufficiently developed to establish the validity of the longest path of the project (leading to the Revenue Operations Date) and that critical areas such as right-of-way acquisition, utility relocation, wetland mitigation and construction are sufficient detailed to confirm if the schedule is reasonable and to estimate a probability of

schedule slippage.

The PMOC shall validate the usefulness of the schedule as a project management tool, identify problems, provide technical assistance, and actively solve schedule problems with the Grantee. In a report to FTA and the Grantee, the PMOC shall document its findings, professional opinions and recommendations and reconcile these with the Grantee.

The list of items below indicates minimum requirements, to be supplemented by the PMOC's experience and as appropriate for project and phase. The PMOC shall assess and evaluate Grantee's scheduling procedures and information in accordance with the following.

- Technical review
- Project Activities and Constraints
- External Activities and Constraints
- Risk Identification

B. Rolling Stock Reviews (Reference OP-25, -26A and -26B)

1. Fleet Management Plan Review

The role of the PMOC in this process shall evaluate, based on the experience and knowledge of the qualified evaluator(s), the extent to which the Grantee has met the requirement to have a Fleet Management Plan, as well as the Grantee's ability to carry out the Plan. The evaluator should first examine whether all of the required factors have been included in the Plan, and then provide opinions on whether the Plan is: (1) feasible, based on the resources immediately available to the Grantee, (2) sustainable, based on the long term infrastructure and resources anticipated to be available to the Grantee, and (3) comprehensive, based on its consideration of the required factors to properly maintain and operate the new or refurbished vehicles contemplated.

The PMOC may be asked to:

- Share its knowledge of fleet management practices with the Grantee;
- Assist in identifying materials that are crucial to the successful development of a Fleet Management Plan;
- Provide plans that have been found complete and reasonable as models of "best practices" among Grantees;
- Provide further outlines of the elements in a Fleet Management Plan that makes it comprehensive and acceptable to the Grantee's operation;
- Participate in the review of the Fleet Management Plan to ensure the plan is comprehensive and complete in its analysis of the rail operations;
- Serve as a resource by lending its experience and knowledge of other plans that are completed or viewed as exhibiting "best practices" in the industry.

FTA may require the PMOC to conduct on-site inspections of equipment, related facilities, data, documentation, or records to evaluate the Grantee's effectiveness in implementing the Fleet Management Plan in conformance with the grant agreement, sound operating or engineering practices, or other statutory and administrative requirements. Inspection visits may be made, for example, to follow up on information received from the Grantee about an event with significant impact on the project, or to determine whether the Grantee has adequately implemented the Fleet Management Plan.

The PMOC as directed in the specific work order shall review Grantee documentation, perform its own technical review and physical inspections, characterize the Grantee's Fleet Management Plan and validate the Grantee's plan and operating assumptions in conformance with these procedures. The PMOC shall evaluate and assess the accuracy, adequacy and reasonableness of the Grantee's Fleet Management Plan and its supporting plans and documentation..

The PMOC will report its findings in a written statement, which summarizes the overall findings, and characterizes, for the FTA, the acceptability of the Fleet Management Plan. The statement will include the PMOC opinion as to the completeness of the Plan.

2. <u>Rail and Bus Vehicle Technical Reviews</u>

The PMOC shall assist FTA in overseeing Grantees' procurement of road and rail vehicles to help achieve FTA's goals of economy in vehicle procurements.

The PMOC shall:

a. Report on the completeness and accuracy of Grantee's deliverables, including but not limited to the following:

   (1) Contract Data Requirements List (CDRL): The PMOC shall review the list of contractual deliverable documents to determine whether the documents will address all of the characteristics to be demonstrated throughout analysis and testing phases.

   (2) Design Documentation: In reviewing design documents the PMOC shall assure the following:

   (3) Quality Control/Quality Assurance Plans: The PMOC shall review the Grantee's QA plan to assure the supplier's QA will be performed under adequate surveillance, and will pay particular attention to assure the following:

   (4) Test Program Plan: The PMOC shall review the Test Program Plan to assure the plan is integrated with the CDRL. The PMOC must assure that, between test and analysis, the supplier will demonstrate full compliance with the Grantee's design specification. Specifically, the PMOC shall assure the following:

b. Identify when the Grantee's actual and stated needs are in conflict. In addition to the reviews of submittals indicated above, as part of its monthly report, the PMOC shall, as necessary, include recommendations for action by the FTA to take corrective action with the Grantee.

(1) Before making such a report, the PMOC shall discuss any noted or observed issues and possible corrective action with the Grantee, and report the issues and intended corrective action concurrently to the FTA.

(2) The PMOC shall pay special attention to the following key issues. This section might include a list of specific conditions that would require recommendation for corrective actions to the FTA. Such conditions might include:

c. Assure timely intervention when there are indications that the vehicle will not satisfy the Grantee's actual needs.

C. Risk Assessments and Contingency Review (Reference OP-40 and OP-35)

The PMOC shall assist FTA in implementing and maintaining a continuous risk planning and monitoring process. These products support FTA in making programmatic decisions under uncertainty. The risk assessments are used by the Grantee for developing a risk management framework, contained in Project Development Plans and Project Execution Plans.

Risk assessment for a capital project shall include a base condition for scope, cost, and time for known elements (e.g. design quantities, unit costs, duration); a risk condition for scope, cost, and time for unknown or uncertain elements; and a combined base and risk condition.

Uncertain project elements shall be identified, and project targets—such as performance, cost, and schedule estimates—shall be expressed as a range that varies in value, reflecting the potentially large impacts of uncertain elements and unidentified risk. These uncertain elements and unidentified risk adjust the base cost to give an approximation of the total project cost that ranges in value, expressed as a probability distribution.

Risk assessment may be ordered during any phase of the project but most likely will be applied in late preliminary engineering and early final design. Depending on the project, it may be useful at some point to focus the risk assessment and mitigation work only on cost or schedule or only on a particular component of the project. Through collaborative interactive workshops and intensive study of the project the risk work feeds back information to support subsequent project decisions. The process can be applied to projects using traditional design-bid-build procurement as well as alternative project delivery methods.

In FTA's current practice, risk assessment has two components:

- Risk Register: A listing of risk elements is established through assembly of risk elements identified in technical scope, cost, and schedule reviews and is supplemented by interactive workshops. This listing shall include a description of

- Range (Beta Factor) Model: The Range Model shall be used to establish the cumulative effect of the listed risk elements and unidentified risk on the project as a whole. It establishes a range of likely cost and schedule outcomes to inform the selection of budget and schedule targets for Grantee agreements such as the FFGA. Using this method, the PMO shall develop ranges of cost for entire categories of costs, e.g. guideway, rather than one or more separately identified risk elements within a category. Category ranges of cost shall be accumulated to a project-level cost range, using methods prescribed by the FTA (further briefly outlined below).

1. Risk Register

The PMOC shall develop a comprehensive listing of risks (Risk Register) through a collaborative process involving the Grantee as described in OP-40

Considering each project component, major activity and contract unit, the PMOC shall develop a comprehensive list of possible risk elements, including those elements which may improve, rather than deteriorate, performance, cost, or schedule goals.

The PMOC shall qualitatively review the Risk register and provide its professional opinion as to the reliability of the scope, cost, and schedule of the project, including recommendations of amendment to the Grantee's Project Management Plan.

2. Range Model

The PMOC, upon FTA's direction, shall develop a cost Range Model. .

The Range Model establishes categorical- and project-level cost estimate ranges. Informed by the issues and risks identified in the foundational scope, schedule and cost reviews and Risk Register, the Range Model applies multipliers (or "beta factors") to a conditioned base estimate to arrive at a probabilistic range of cost or schedule estimate. As the project passes through phases, milestones are met, design is complete, real estate is purchased, etc., related risk is reduced and the beta factors are reduced accordingly.

The Range Model utilizes the FTA Standard Cost Categories (SCC). Specific project conditions may indicate other types of breakdowns such as contract packages—depending on the level of complexity of the project and upon direction of the FTA.

The PMOC shall evaluate the risk assessment findings and provide the FTA and the Grantee with well-grounded professional opinions as to the reliability of the project scope, cost, and schedule of the project, describe uncertainties, and make a statement of the potential cost range as follows:

- lower or optimistic cost at 10% likelihood;
- mid-level cost at 50% likelihood; and
- upper or pessimistic cost at 90% likelihood.

The project cost range assessment shall be developed for certain future project milestones, as directed by the FTA, for the purpose of establishing mitigation and contingency strategies and for developing informed cost and schedule targets.

3. Schedule Risk Review

The PMO shall evaluate the Grantee's project schedule to assess risk elements contained within and to recommend adjustments to account for potential risk. Such a review shall discover and document schedule contingency elements and durations that are included in the base schedule.

4. Risk Management Recommendations

The PMOC shall provide recommendations to the Grantee for amendment to its risk mitigation plan and shall monitor its implementation. For areas of significant uncertainty, the risk mitigation review shall include recommendations for additional work by the Grantee or other party along with a stipulated time frame for accomplishing the work. It also includes recommended contingency amounts to cover project uncertainties.

D. Readiness Reviews (Reference OP-46.1, -46.2, -46.3, -46.4 and -46.5)

Some of the following reviews, required at different project development phases, should not be interpreted as duplicative efforts for the same products but instead a complete listing of the requirements for the given stage. In such cases, the previous delivered products shall be used, to the extent applicable, to complete the analysis or review.

1. Locally Preferred Alternative (LPA) Review and Readiness to Enter Preliminary Engineering (PE)

The PMOC shall synthesize the findings of its review, describe the project, provide FTA with a well-grounded professional opinion as to the reliability of the scope, cost, and schedule of the LPA, describe uncertainties, and make a statement of the potential cost range (lower/upper bound). For areas of significant uncertainties, the PMOC shall recommend additional investigation, planning or design work by the Grantee. The Grantee's technical capacity and capability to succeed during Preliminary Engineering (PE) should be assessed and deficiencies with recommended remedies shall be provided by the PMOC.

2. Readiness to Enter Final Design

FTA desires the PMOC's professional and well-reasoned findings and recommendations regarding the readiness of the Grantee to enter and complete the final design phase.

In general, for each work item (a) NEPA Overview and New Starts Status (b) P NEPA Overview and New Starts Status and (c) Technical Capacity and Capability and Other Readiness Reviews the PMOC shall follow a similar analytical approach:

- Review and analyze the pertinent information available for completeness, adequacy, consistency, and appropriate level of detail given the phase of the work.
- Identify all apparent discrepancies and deficiencies.
- State findings in descending order of importance (most likely, largest consequences, least likely, moderate/minor consequences) and make recommendations for modifications or additional work by the Grantee along with a time frame for the performance of the work.
- For major findings, provide recommendations for the Grantee and/or FTA to implement that will address the issue or correct or mitigate the deficiency.
- Identify action items, if any, and next steps.
- Document the assessment, including objectives, approach/methodology, findings, and recommendations and provide back-up information in appendices or attachments to the main body of any report.

3. Readiness to Execute or Amend FFGA

The PMOC shall assist FTA in reviewing a Grantee's request for a Full Funding Grant Agreement (FFGA) or amendment to help determine the Grantee's state of readiness by confirming that:

- All technical aspects of the FFGA are complete and accurate, and
- All required plans and analysis have been satisfactorily prepared and implemented to the extent necessary

a. General

With the exception of the FFGA attachments, all of the Grantee submittals should have been previously reviewed prior to final preparation for the FFGA, and any deficiencies noted to the Grantee and corrected. The scope of this procedure is to confirm that all of the documentation and analysis remains satisfactory and that there is consistency between the project documents and the proposed FFGA.

b. Process for Establishing Readiness

Confirm that Grantee plans and analysis are consistent with the plans and analysis that were previously reviewed and accepted by FTA. If any of the documents are revised, review the revisions and confirm that the revisions are improvements, and that there have been no material changes to project circumstances. Any last minute revisions should be highlighted to FTA.

Review and confirm that FFGA supporting attachments are complete, accurate, and consistent with other project documentation. The FFGA attachments are likely to go through many iterations; review of each version will be required.

4. Readiness to Bid the Work for Construction

The PMOC shall assist FTA by confirming that the Grantee's bid packages and supporting documentation are complete, accurate, and consistent with project management plans, and to confirm that the Grantee is prepared to successfully manage the procurement and construction processes.

This task has three elements:

- Confirmation of the readiness for bidding of the complete bid package, including plans, specifications, and contract provisions,
- Confirmation that the bid package is consistent with project management plans with respect to scope, schedule, and budget, and
- Confirmation of the readiness of the sponsoring organization with respect to having in place the necessary qualified project staff; consistent project management plans, procurement and construction management procedures; needed interagency, third party, and real estate agreements; and required financial resources.

5. Readiness for Revenue Operations

The PMOC shall assist FTA in determining a Grantee's readiness for revenue operations by performing the following general tasks:

- Verify that all systems, subsystems, components, equipment, and materials furnished and installed conform to the requirements of the contract documents.
- Verify that the entire transit system, with all interfaces, operates as indicated in the contract documents as an integrated whole and is capable of functioning effectively to provide dependable service.

The following systems, as applicable, must be verified:

(1) Vehicles
(2) Traction Power System (Substations, Contact Rails, Catenary)
(3) Train Control System
(4) Signaling System
(5) Communications System
(6) Operations Control Center
(7) Fare Collection System
(8) Tracks
(9) Stations
(10) Yards and Shops

Systems tests to be verified, as applicable, includes but is not limited to:

(1) Design Tests
(2) Production Tests
(3) Field Tests
(4) Individual System Tests
(5) Integrated Tests
(6) Static Test
(7) Dynamic Test

E. Small Starts Review (Reference OP-45)

The PMOC shall perform Small Starts project reviews, on an as approved basis by the COTR, to support FTA in the technical evaluation of Small Starts projects. This is to ensure projects meet Small Starts requirements (e.g., are under the total cost threshold); that planning and design have been completed to a level commensurate with the current phase of the proposed project (e.g., entry into Project Development or award of a Project Construction Grant Agreement); that the scope of the project indicated in the engineering design and cost estimate is consistent with the purpose and need established during the environmental review phase; and that the Grantee has in place policies, procedures and other project management programs to deliver a quality project within budget and on schedule.

FTA will define the scope of PMOC services to be performed through the task order/work order (TO/WO) process. The following is a list of tasks, some or all of which the PMOC may be directed to perform in support of FTA's monitoring of a Small Starts project.

In advance of performing a task, the PMOC may be requested to meet with the Grantee and its staff and consultants, discuss the purpose of the review, and obtain necessary information.

1. <u>Entry into Project Development or Award of Project Construction Grant Agreement (PCGA)</u>

At approval for entry to Project Development and at approval for a PCGA:

a. Describe and evaluate the Grantee's technical capacity and capability to undertake and successfully complete the project, including its management structure, staff and consultant organization and experience, professional skills and project experience.

   Evaluate the Grantee's project management plan (PMP) for compliance with FTA requirements and best management practices. This includes the adequacy of the Grantee's strategy to deliver the project within budget and on schedule and project controls necessary to design, construct, test and start up a quality system that assures the safety and security of the riding public.

b. Obtain an understanding of the project and evaluate the reliability of the project scope.

c. Review the Grantee's engineering design for clarity, accuracy, and level of detail for a project at the current phase of project development. Review findings of value engineering and risk assessments, if any have been performed.

d. Evaluate the reliability of the project cost estimate.

e. Evaluate the completeness, level of detail, and reasonableness of the project schedule.

Specifically, at approval to enter into a PCGA, verification should be made that the Grantee has:

(1) Updated the PMP through the construction and start-up phases and incorporated elements of the risk management plan.

(2) Completed drawings, specifications, and bid documents as required by the project design and method of procurement.

(3) Resolved and received FTA's agreement to right-of-way acquisition and relocation agreements, and other agreements with third parties such as freight railroads, Amtrak, utility companies, and other governmental agencies.

(4) Assessed safety and security issues and compliance with FTA regulations. For instance, does the Grantee have a written Safety and Security Management Plan (SSMP) or System Safety Program Plan (SSPP).

(5) Determined the funding sources and local share contribution.

(6) Demonstrated financial capacity to operate and maintain the project once built. This assessment is normally made by others, with the PMOC responsible for incorporating findings into its evaluations.

(7) Analyzed remaining uncertainties and proposed potential mitigations and provided coverage of third party interfaces:

- For real estate in conformance with the Uniform Relocation Assistance and Real Estate Acquisition Policies Act
- With utility companies, freight railroads, Amtrak, etc.

2. <u>Construction</u>

During construction at intervals requested by FTA:

- Evaluate the progress and quality of construction and testing against the scope, schedule and cost estimate.
- Note construction issues that could affect within-budget and on-schedule project completion. The PMOC shall assist FTA and the Grantee in developing and implementing project recovery plans in the event performance is significantly below targets.

3. **Other**

FTA may direct the PMOC to perform certain Small Starts review tasks at other milestones during project implementation. For instance, on larger Small Starts projects, FTA evaluates the features and Small Starts qualifications of the Grantee's locally preferred alternative (LPA). This occurs prior to entry into Project Development. When requested, the PMOC will assist FTA in technical aspects of the review, such as the relationship of the LPA scope to conceptual designs, preliminary cost estimates, project risks, and other issues.

SECTION D

PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

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

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

SECTION E
INSPECTION AND ACCEPTANCE

E.1 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 address: http://www.arnet.gov/far/ .

52.246-4 INSPECTION OF SERVICES FIXED-PRICE (AUG 1996)

(For use when contemplating FFP Task Orders under this IDIQ contract)

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

All pertinent clauses will be incorporated in the task orders as assigned.

E.2 INSPECTION / ACCEPTANCE

The Contracting Officer or the Contracting Officer's Technical Representative (COTR), at the Federal Transit Administration (FTA), Washington, DC, shall perform final inspection and acceptance of all items and services called for by this contract. The Contracting Officer reserves the right to designate other Government agents as authorized representatives upon unilateral written notice to the Contractor, which may be accomplished in the form of a transmittal of a copy of the authorization.

The Government shall perform quality assurance in accordance with FAR Subpart 46.4 Government Contract Quality Assurance and the contract documents. FTA will conduct periodic inspections to verify deliverables conform to Oversight Procedure (OP)s and contract requirements. Acceptance of nonconforming services shall be in accordance with FAR Subpart 46.407.

Through its Quality Assurance Surveillance Plan (QASP) FTA shall inspect and evaluate the quality, quantity, timeliness of the performance outputs to be delivered by the Contractor. The acceptable quality levels (AQL) or performance measures will be negotiated and agreed upon by the contracting parties. A sample AQL is provided in Section J, Attachment J-13. FTA reserves the right to modify the QASP as necessary to satisfy mission-critical needs.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP-WORK ORDER (AUG 1989)

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

F.2 PERIOD OF PERFORMANCE

All work under this contract; including delivery of all required reports/items, shall be accomplished within 5 years after the date of contract award. The period of performance for each task order will be established in the respective task order assignments. However, in no event will the period of performance for the respective task order extend beyond the instant contract term, which expires five (5) years following the contract effective date.

F.3 SCHEDULE OF WORK

All assigned task orders shall be performed in accordance with the work schedule as negotiated for the individual task order and the contract's Statement of Work.
Work shall be performed as instructed via written work orders.

F.4 MONTHLY PROGRESS REPORTS

Pursuant to negotiated task orders, the Contractor shall prepare and submit monthly reports detailing the project status, the work accomplished, and the costs incurred during the reporting period. Such reporting shall be in conformance with the requirements of the most current Project Management Oversight Procedures (OP). These procedures, Attachment J-3, Oversight Procedures, provided in Section J of this RFP, may be revised throughout performance of the contract at FTA's discretion.

F.5 PLACE AND METHOD OF DELIVERY

a. Delivery of all documentation/deliverables called for herein shall be by first class prepaid mail, or as otherwise approved by the Contracting Officer. Shipment shall be made to the location designated in the task order.

b. One copy of any progress report, Contractor implementation plan (CIP), or monthly report, plus a copy of the transmittal letter for deliverable items shall be furnished to the Contracting Officer's Technical Representative (COTR) with each delivery at the following address:

U.S. Department of Transportation
Federal Transit Administration (FTA)
1200 New Jersey Avenue, SE
East Building, 4th Floor
Room E46-322
Office of Program Management, TPM-20
Washington, DC 20590

c. All reports shall be submitted and posted electronically to a website, TBD.

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER

The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to the Contracting Officer's Technical Representative (COTR) or authorized representatives such as Task Order Managers (TOM). The CO is the only individual who can legally commit or obligate the Government or authorize any changes that affect the contract price, delivery schedule, period of performance or other terms and conditions.

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

G.2 GOVERNMENT PERSONNEL

Government contracting personnel for this contract shall include:

- Contracting Officer (CO)
- Contract Specialist
- Contracting Officer's Technical Representative (COTR), and
- FTA Task Order Manager (TOM)

G.3 TECHNICAL DIRECTION

In accordance with the provisions of the Technical Direction Clause of this contract (see Section I), performance of the work required herein shall be subject to the technical direction and surveillance of the COTR designated for this contract, and/or the TOM designated for the work assignments. The COTR and TOM are not authorized to issue instructions that change the scope of technical requirements, the work to be performed, or the compensation or period of performance of the contract. Such changes, if any, shall be made only by the Contracting Officer.

1. Contracting Officer's Technical Representative

The Contracting Officer has designated Steve Asatoorian as Contracting Officer's Technical Representative (COTR) to assist in monitoring the work under the contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions. 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 the contract. Any such revision shall be authorized in writing by the Contracting Officer.

2. Task Order Manager

A Task Order Manager (TOM) may be appointed for each task order issued under this contract. The Contracting Officer shall issue letters of appointment of the designated TOM with copies provided to the Contractor stating the responsibilities and limitations of the TOM. The TOM is not authorized to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, period of performance, or any other terms and conditions of the contract or to direct the accomplishment of effort which would exceed the scope of the contract. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination and/or change is received from the CO. Changes to the TOM assignment may be made by the CO via electronic mail and/or written notification.

The TOM may be delegated the authority to monitor the technical progress of the services that are required to be delivered under the TO. Specific responsibilities of the TOM will be provided in documents of appointment letters.

G.4 TASK ORDER (TO) ORDERING PROVISIONS

MULTIPLE AWARDEES / FAIR OPPORTUNITIES CLAUSE

1. Task Order Procedures

One or more Task Order (TO)'s will be issued during the performance period of this contract. In accordance with FAR 16.505(b), the Contracting Officer (CO) will provide each awardee a "fair opportunity" to be considered for each order in excess of $3,000, unless one of the conditions in paragraph B6 below apply.

2. Procedures for Providing a Fair Opportunity for Consideration on Each Requirement

a. For award of initial task orders, procurement office will request proposals from all PMOC that are not conflicted and interested in the task order assignment utilizing information gathered from conflict of interest matrix in attachement J-5. Written task order proposals are due seven days after notification from procurement office. After receiving proposals from responsive PMOCs; procurement office with the assistance of TPM20, Office of Engineering will evaluate all proposals then select a contractor utilizing the "best value" approach.

b. For follow-on task orders. Procurement office will consider exercising h(3), the task order will be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multiple awardees were given fair opportunity to be considered for the original order. In addition, the option is available to compete task orders if performance of existing PMOC is unsatisfactory or if in the best interest of the government.

c. The Government intends to provide all multiple awardees a fair opportunity for consideration for TO awards. This fair opportunity for initial TO's will be provided through the Government's examination of existing information already in the Government's possession, such as the awardee's original proposal (labor rates, technical / management approaches, etc) and current past performance records (including the Contractor's original proposal data if it is the most current data in the Government's possession.)

d. As work proceeds under this contract, and additional Government requirements are identified, it is probable that the past performance records submitted with the original proposal will be disregarded for the current performance records received on TOs performed under this contract. The Government's examination of existing information, including conflict of interest information, will be conducted in light of the functional and / or technical areas on the TO requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Although the Government is not required to do so, it is possible that this examination will result in the Government contacting all of the qualified awardees for submission of a proposal. An awardee is "qualified" if the awardee does not have an organizational conflict of interest with the grantee that is the subject of the TO, and has remaining contractual and technical capacity to perform the TO.

e. The CO will announce each award opportunity in excess of $5,000,000 to all awardees through e-mail. The announcement will include at a minimum the following information:

(1) A unique identifier number
(2) The date of the announcement
(3) A determination whether or not the award is to be sole source due to the compelling circumstances defined in FAR 16.505(b)(2).
(4) A clear statement of the TO's requirements.

(5) A disclosure of the significant factors and subfactors the CO expects to consider in evaluating such proposals and their relative importance.
(6) Points of contact to register desire for consideration and to obtain information.
(7) Notice of an opportunity for post-award debriefings

f. To maintain responsive schedules and reduce administrative workload, sole source awards for orders under $1,000,000 may be made to an end user's preferred Contractor if no other qualified Contractor expresses an interest in the opportunity within seven (7) days following its announcement.

g. Once the Government determines which awardees will be asked to submit oral presentations and / or written proposal materials for the requirement and proposals are received, the Government will evaluate the proposals against selection criteria. The Government's award decision will be based, as a minimum, on a selection criteria which addresses past performance, technical / management approach, progress toward subcontracting goals (large business), and price / cost. In addition, individual TO selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified on each individual requirement.

To ensure the Government has sufficient information from which to fairly consider each Contractor an award of a TO, the Government may request additional information from each Contractor to aid in its determination.

h. Exceptions to Fair Opportunity Consideration: Awardees will not be given a fair opportunity to be considered for requirements when the CO determines one of the following conditions apply:

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
(3) The order be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multiple awardees were given fair opportunity to be considered for the original order; or
(4) It is necessary to place an order to satisfy a minimum guarantee.

i. Should schedule conditions warrant a "rapid reaction", the CO may issue a verbal authorization to initiate work. Written confirmation will be provided to the Contractor within five (5) days following the verbal authorization.

j. This clause does not guarantee the Contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in Section B 4a.

k. Under the provisions of the Federal Acquisition Streamlining Act of 1994, (Public

Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual TO of less than $10,000,000, except on the grounds that the order increases the scope, period or maximum value of the contract under which the TO is issued. Orders over $10,000,000 are governed by Section 843 of Public Law 110-181.

l. It is the intention of FTA to perform closeout procedures on an individual task order basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Task Order closeout will occur as soon as possible after required audit and establishment of final indirect rates, as applicable.

G.5 PROVISIONS APPLICABLE TO DIRECT COSTS

Notwithstanding the Clauses FAR 52.216-7, "Allowable Cost and Payment" (DEC 2002), and FAR 52.244-2, "Subcontracts" (AUG 1998), unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

a. Acquisition, Alteration, and Lease

(1) Acquisition, purchase or lease, of any interest in real property;
(2) Special rearrangement or alteration of facilities;
(3) Purchase or lease of any item of general purpose (office furniture or office equipment regardless of dollar value or personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
(4) Purchase or rental of any items of personal property having a unit value of $50 or more; and
(5) Foreign travel.

b. Overtime

All overtime must be approved in **advance** by the Contracting Officer. Such a request for overtime must be in writing to the Contracting Officer. The Contracting Officer may verbally grant overtime approval followed by written confirmation to follow within one working day. Any unauthorized overtime will not be reimbursed.

G.6 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any FTA 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 orders issued hereunder:

(1) Policy-making or management of FTA 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;
(5) 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.

G.7 ACCOUNTABILITY OF COSTS / SEGREGATION OF TASK ORDERS

The terms of the proposals submitted by the Contractor shall be reasonable and the Contractor agrees to negotiate in good faith any differences with the Government.

The Contractor shall segregate costs for each TO in conformance with the requirements stipulated in Subsection G.10.

G.8 FUNDS AVAILABLE

FAR clause 52.232-22, "LIMITATION OF FUNDS," applies to this contract for cost-type task orders. Any notification required on the part of the Contractor shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected on the project provided herein, together with a summary report, in five copies, of its progress and accomplishments to date.

Any costs incurred prior to the effective date of this contract shall be considered unallowable and not reimbursable under this contract.

G.9 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the requirements of FAR 31.205-46 entitled, "Travel Cost," and with the Government Travel Regulations in effect at the time of travel. Travel by air will be reimbursed at actual, not-to-exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations in effect at the time of travel. Throughout the period of performance of this contract, the Government revises the Per Diem rates to reflect changes to these amounts or to the travel regulations. The Per Diem schedule and changes to the travel regulations may be reviewed at http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0 . Travel expenses incurred by the Contractor exclusively in direct performance of this contract shall occur based on the

following:

- Cost of air travel, reimbursed at actual cost, not-to-exceed coach fare. Travel shall occur by utilizing the most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections). If economy class travel is not available, the request for payment voucher must be submitted with justification of use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer,

- Cost of rail travel by most direct route, first class with lower berth or nearest equivalent; or

- Cost of travel by privately owned automobile at the current reimbursement rate, consistent with the Government Travel Regulations. However, reimbursement for transportation by this means shall not exceed the cost of the items stated above, whichever is less,

- The cost of travel by privately owned automobile will be reimbursed at the current GSA approved mileage rate.

- Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business.

- The Per Diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

- Normal commuting expenses are not allowed.

G.10 BILLING INSTRUCTIONS

The Government will reimburse the Contractor for direct productive hours for employee labor. Direct productive labor is defined as those hours the employee is actually engaged in performing work. It does not include leave, vacation, holidays or training not required by the Government.

When: Contractor shall submit invoices monthly unless directed otherwise by the CO. Submit one invoice per task order.

Where: The Contractor shall concurrently submit the following items:

1) Email to the Task Order Manager, providing:
   a) PDF file of entire invoice
   b) Excel software file of Invoice Worksheets described below

2) Invoice to the FTA Document Imaging Center by any of the following methods:
   a) Email (no more than 10 MB file) to: 9-AMC-AMZ-FTAInvoices@faa.gov
   b) U.S.P.S. to: DOT Federal Aviation Administration (FTA Account)
      AMZ-150 (Room 149), P.O. Box 269041
      Oklahoma City, OK 73126-69041
   c) Courier to: DOT Federal Aviation Administration (ANF2) (FTA Account)
      AMZ-150, Room149
      Accts Payable (405-954-8269), 6500 S. MacArthur Blvd.
      Oklahoma City, OK 73169

G. 11 INVOICING FORMAT

The Contractor shall:

- Number each invoice serially starting with No.1. Mark the final invoice "FINAL", and
- Include the items below:

  1) Cover sheet: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal" available from the Federal Acquisition Regulations Part 53-301.1034, http://www.arnet.gov/far.

  2) Invoice worksheets (Excel). Worksheets are provided as attachments in Section J, List of Attachments.
     a) Invoice Overview (Attachment J-8)
     b) Task Order Summary (Attachment J-9)
     c) Work Order No. 1 Detail (typical for each work order) (Attachment J-10)
     d) Contract Line Item Numbers (CLIN) Summary (Attachment J-11)

  3) Supporting documentation for costs including time sheets, travel expense receipts, etc.

G.12 METHOD OF PAYMENT PROCEDURE

Payments under this contract shall be made under the Department of Treasury's Automated Clearing House (ACH) system. Under this system, the funds will be wired (electronically transferred or EFT) to the Contractor's financial institution pursuant to FAR 52.232-34.

Prior to the submission of Voucher No. 1, the Contractor shall insure that the information contained in the TFS Form 3881, "Payment Information Form-ACH Vendor Payment System," is provided to the Office of Accounting, TBP-50 (see Block 12 of SF-26). The cover page to the delivery order award should accompany the TFS Form 3881. TFS Form 3881 can be obtained from the Treasury's website at http://fms.treas.gov/pdf/3881.pdf). Note: The information on this form must agree with financial data in the Central Contractor Registration (CCR) system.

Fax TFS Form 3881 ACH Vendor Payment System to fax number 405-954-1270.

G.13 STATUS OF PAYMENTS

Contractors can track the status of payments of vouchers through the Department of Treasury's "PAID" System (a system developed by the U.S. Department of the Treasury's Financial Management Service (FMS) to provide participating Federal agencies a method of making remittance information available to vendors through the Internet). Contractors may register with the Department of Treasury to obtain payment status by logging into: "http://fms.treas.gov/paid/". Any changes to the financial data must be updated in the (CCR) and a revised TSF 3881 must be submitted to Federal Transit Administration, Office of Accounting. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts. Failure to provide the requested informational changes may result in delays in the payment of vouchers. Any such delays shall be considered the Contractor's responsibility.

G.14 SUBCONTRACTING, INCLUSIVE OF SMALL BUSINESS INTERESTS

In the performance of this contract, the Contractor will use its best efforts to meet the Small Business subcontracting goal of 20 percent established for this contract. Any subContractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subContractors, associates, or consultants. Under this contract, the requirements of FAR 44.2, "Consent to Subcontract," have been fulfilled for the following named subContractors. The Contractor is hereby authorized to commence with performance of the subcontract(s). Contractors shall complete Attachment J-7, Quarterly Subcontracting Activity Report in Section J when identifying their subcontracting information.

Any future change or revisions to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.15 SUBCONTRACT REPORTING, INCLUSIVE OF SMALL BUSINESS INTERESTS

Contractors are to submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov), following the instructions in the eSRS.

In addition, the Contractor shall submit, in three (3) copies, a quarterly report in letter format to the Contracting Officer listing the subcontracts and purchase commitments made under this contract for the reporting period, and the cumulative results for the life of the contract reflected on each form. The number of subcontracts issued during the reporting periods and the total dollar amount of these subcontracts shall be listed for each of the following categories (proposed Small Business goaling target):

1. Small Disadvantage Business (5% goal)
2. Women-owned Business (5% goal)
3. Hub-Zone (3% goal)
4. Veteran and Service-Disabled Veteran (3% goal)
5. 8(a) Program (3%goal)
6. Small Business (not inclusive of items 1 through 5 above)
7. Large Business

The report shall note if a subcontract falls within more than one category. In the event no subcontracts or purchase commitments were made during the reporting quarter, the Contractor shall submit a negative report. The reporting requirements of this section will not relieve the Contractor from any notification requirement imposed by the "Subcontracts" clause of this contract.

G.15 PROFESSIONAL STAFFING

The Contractor agrees to assign professionally qualified staff to this contract. The Government reserves the right to reject personnel it determines to be unqualified.

G.16 KEY PERSONNEL

In accordance with the contract requirements, the key personnel assigned to this contract are as follows:

Name	Position
	Program Manager
	Task Order Manager
	Civil Engineer (PE)
	Systems Integration Manager
	Risk Assessment Manager

[as negotiated between the contracting parties]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 ACCESS TO SENSITIVE INFORMATION:

Work under this contract may involve access to sensitive information which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security may be prevented from performing work under the particular contract when requested by the contracting officer.

The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1632.2B, Personnel Security Management.

The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

Sensitive information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

H.2 PRINTING

All printing funded by this agreement must be done in conformance with Joint Committee on Printing Regulations as prescribed in 44 U.S.C. Section 501 note/and all applicable Department of Transportation regulations.

H.3 AUDIT

This contract is subject to a final audit by a Government agency prior to approval of the final voucher.

H.4 PROPRIETARY DATA

All property rights, including publication rights, in the progress and final reports, produced by the Contractor in connection with the work provided for hereunder shall vest

in the Government. The Contractor shall not publish any of the results of the study provided for hereunder without the express written permission of the Contracting Officer.

H.5 PERFORMANCE EVALUATIONS

The Government will perform performance evaluations for each task order and deliverable.

H.6 PERFORMANCE STANDARDS AND MEASURES

a. Performance Standards: FTA may negotiate performance-based requirements. For this type of order, the FTA will designate in the task order that the contractor meet specific performance standards for the tasks to be performed and the ordered deliverables. Examples of this are:

- Methodologies and performance standards for contractor tasks and deliverables identified in the Oversight Procedures;
- Additional requirements for performance standards in critical task order elements, including but not limited to enhanced performance standards, level of accuracy, warranty of services, etc;
- Contractor deliverables or services produce a specific level of satisfaction by the grantee and other specific organizations.

b. Performance Measures: The contractor's performance will be measured by FTA against the established performance standards during the period of performance for the task order. Examples are:

- Inspection of contractor deliverables by the TOM ;
- Contractor reporting of progress on and completion of, milestones and deliverables;
- Where the contractor's performance standard involves satisfaction, contractor performance shall be measured using qualitative methods. (Note that FTA will collect satisfaction data using a survey instrument that is identified in the task order.)

c. Contractor Performance Requirements Summary: The task order will define contractor performance evaluation and as applicable, contract payment formulas based on actual or observed levels of performance in a tabular format, or Performance Requirements Summary (PRS) which defines the standard of performance for each listed service. An example of a PRS arranged in a tabular format would have the following headings:

- Acceptable Level of Performance (ALP) which defines the minimal acceptable performance requirement for each required service that may occur before the Government will modify the contractor's fee or invoke the payment computation formula, resulting in a deduction from a contract payment.

- Sample Size: The estimated quantity of contractor data elements to be sampled per period for each required PWS deliverable or service. The sample size and related unit of measurement will be used as the basis for monitoring of the contractor's performance.

- Monitoring Method: The method used to determine the level of actual performance. The methods of monitoring that may be used are:

- Random sampling of recurring service outputs using statistically acceptable sampling plans.

- 100% inspection of the output items.

- Periodic monitoring of deliverables and services (weekly, monthly, quarterly, Semi-annually, or annually) as determined necessary to assure a sufficient evaluation of contractor performance.

H.7 Information Technology

a. Data

All contractor deliverables and tasks as applicable, will be made available digitally and encoded for manipulation by a computer herein after referred to as "data". This contractor data can be a full text document, with or without graphical images. It can also be numeric data, graphical data, or software. It may also be aggregated into a database. The contractor data may be required to be delivered in one or more electronic formats (also called carriers) such as CD-ROM, data file, optical disc, magnetic tape, diskette, or on the web. The contractor may also be required to convert media in order to produce deliverables or perform services for the task order.

Such data may be served or delivered locally or remotely. Locally served data is a "tangible" resource created or mounted locally, i.e. a carrier such as a CD-ROM, tape or diskette that must be inserted into or connected to a computer.

Remotely delivered contractor data items is data that are neither resident on a local carrier nor FTA hosted facility.

b. Databases

The contractor may be required to produce output data in the form of a single, integrated relational data source. FTA may extract data from such databases on a daily or continuous basis using contractor-furnished SQL interfaces or through ODBC, ADO, or other services for remote users and direct SQL connection for server functions such as data loading. FTA's intent is to allow direct access from many off-the-shelf query and reporting tools such as Oracle Discoverer, Microsoft Access, Microsoft Excel, Crystal Reports, and others. As well as allowing access using Visual Basic, Power Builder, and any other tool supporting an ODBC or ADO/OLE data access method.

The contractor database will reside on an appropriately sized server, running an operating system, sufficient to meet FTA's performance and access requirements. The contractor will add new data sources or access to existing contractor data to be developed on an as-needed basis. An example of this requirement is the maintenance by the contractor of previously integrated data developed by the FTA or contractor with new third party data in order to monitor grantee(s) cost estimate(s) or cost trends.

FTA may require the contractor's databases to include other contractors' data and provide for:

- Rapid access for routine FTA queries;
- Unplanned FTA queries;
- Reliable journalizing, backup capabilities, and the ability to recover from severe hardware and software failures;
- Limiting access to only those authorized users performing authorized functions on a table-by-table basis.

c. Software Applications and Operating Systems

FTA has standardized its operations around the Microsoft Office 2000 suite of products and the Windows 2000 operating system. Contractor will produce deliverables in an electronic format and media, suitable for immediate use, without conversion of any type, by the FTA personnel identified in the task order.

d. Web-based Reporting

FTA anticipates migrating towards a web enabled PMO reporting system prior to the end of performance for this contract. At that time, the contractor will be required to deliver software including executable and source code, libraries, documentation and support components necessary for successor contractors to maintain PMO project reporting.

e. General Reporting Requirements

The contractor will deliver data that supports FTA programmatic decisions and determinations. References to contractor data and other forms of contractor deliverables and as applicable services are used interchangeably in this article.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST

a. An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Government, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in organizations regulated by or assisted by DOT or in organizations whose interest may be substantially affected by Departmental activities.

b. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this contract or task order, the Contractor discovers a conflict of interest with respect to this contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer as set forth below.

c. The Contractor's notice called for in paragraph (b) above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analyzing the situation.

d. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Contracting Officer, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the contracting officer.

e. If the Contracting Officer in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if

having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the Contracting Officer has the discretion to terminate the contract for default. No determination or decision by the Contracting Officer under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (JUL 2002)," which is also incorporated by reference herein.

f. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

g. The Contractor shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

h. The Contractor is prohibited from submitting qualifications, bids, proposals, offers, solicitations, or similar documents to the Grantee it is supervising during the contract and task order performance periods.

i. Management of conflicts of interest by the Contractor will be a part of performance evaluations.

j. The Contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

H.9 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

a. In addition to the requirements of contract clause H-8 entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

b. The Contractor agrees to notify immediately the COTR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

c. The Contractor agrees to notify the COTR and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal

conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

d. The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.10 COMPLETION OF CONFLICT OF INTEREST MATRIX IN SECTION J, ATTACHMENT J-5, CONFLICT OF INTEREST MATRIX

The contractor is required to complete and submit Attachment J-5, Organizational Conflict of Interest (OCI) Matrix in Section J in accordance with the instructions in Attachment J-5, Instructions (page preceding Attachment J-5 OCI Matrix) of this RFP.

(End of clause)

SECTION I
CONTRACT CLAUSES

I.1 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 address: http://www.arnet.gov/far.

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS	DEC 2007
52.204-2	SECURITY REQUIREMENTS (ALTERNATE II)	AUG 1996
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-6	PLACE OF PERFORMANCE	OCT 1997
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997

52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENT AND ASSET REVERSAL	OCT 2004
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215.20	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING	OCT 1995
52.216-21	REQUIREMENTS	OCT 1995
52.216-22	IDEFINITE QUANTITY	OCT 1995
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND CONTRACT	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2007
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999

52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 2005
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	NOV 2007
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB 2002
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA-GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007

52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	FEB 2007
52-232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232.-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-32	PERFORMANCE BASED PAYMENTS	JAN 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACT REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACT REGISTRATION	MAY 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I	JUN 1985
52.236-8	OTHER CONTRACTS	APR 1984

52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER (AUG 1989)-ALTERNATE II	APR 1984
52.243-1	CHANGES - FIXED PRICE -ALTERNATE III	AUG1987
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987)-ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-4	INSPECTION OF SERVICES--FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-20	WARRANTY OF SERVICES	MAY 2001
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 FAR CLAUSES IN FULL TEXT

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

a. The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting

activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

b. The price or fee reduction referred to in paragraph (a) of this clause shall be-

1. For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

2. For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

3. For cost-plus-award-fee contracts—
   i. The base fee established in the contract at the time of contract award;
   ii. If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

4. For fixed-price-incentive contracts, the Government may-
   i. Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified ins the contract at the time of contract award; or
   ii. If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revisions provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

5. For firm-fixed-price contracts by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

c. The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract or at the time the subcontract was first definitively priced.

d. In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

a. Definitions. As used in this clause -- "Commercial item" has the meaning contained in the clause at 52.202.1, "Definitions." "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or afficiates of the Contractor or subcontractor at any tier.

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

c. The following clauses shall be flowed down to subcontracts for commercial items:

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

   ii. 52.222-26, Equal Opportunity (APR 2002) E.0.11246).

   iii. 52.222-35; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

   iv. 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

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

d. The Contractor shall include the terms of this clause, including this paragraph (d), in DTFT60-08-R-00010, Sections A, B and C. While not required, the Contractor may flow down to subcontracts for subcontracts awarded under this contract.

I.3 TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSES IN FULL TEXT

(Deviations to TAR Clauses have been made as indicated by the letter (D) following the clause number.)

1252.237-73 KEY PERSONNEL (APR 2005)

a. The personnel as specified below are considered essential to the work being performed under this contract 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, as appropriate.

b. Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

1252.216-71 DETERMINATION OF AWARD FEE (APR 2005)

a. The Government shall evaluate contractor performance at the end of each specified evaluation period to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

b. Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

c. The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 30 days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

d. The amount of award fee which can be awarded in each evaluation period is limited to the amounts as established by the Government. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

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

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

c. The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 10 calendar days prior to the start of the evaluation period to which the change will apply.

1252.216-73 DISTRIBUTION OF AWARD FEE (D) (APR 2005)

a. The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts(to be established in each task order):

Evaluation Period:
Available Award Fee:
(insert appropriate information)

b. Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or $100,000, whichever is less.

c. In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorate distribution associated with evaluation period activities or events as determined by the Government.

d. The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

1252.242-71 CONTRACTOR TESTIMONY (OCT1994)

All requests for the testimony of the Contractor or its employees and any intentions to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approval by the Contracting Officer or required by a judge in a final court order.

1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material-proposed to be published or distributed shall be submitted to the Contracting Officer.

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), and/or Work Order Managers (WOM) for each work order, to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set froth the authorities and limitations of the COTR/WOM under the contract.

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

I.4 LOCAL CLAUSES IN FULL TEXT TECHNICAL DIRECTION (AUG 1976)

The performance of the work required under this contract shall be subject to the technical direction and surveillance of the person(s) specified in the Schedule of the contract. As used herein, "technical direction" is direction to the contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. For technical direction to be valid it:

1. must be issued in writing consistent with the general scope of work set forth in this contract.
2. may not constitute new assignments of work nor changes to the expressed terms, conditions or specifications incorporated into this contract; and
3. shall not constitute a basis for any increase in the contract fee or extension to the contract delivery schedule.

As used herein, surveillance includes, but is not restricted to, the right of prior review and consent by the Contracting Officer's Technical Representative to any contractor-initiated internal changes or subcontract changes within the terms, conditions or specifications of the prime contract, which the contractor estimates will result in additional costs in excess of $25,000.

Nothing contained in this Article authorizes the contractor to incur costs in excess of the estimated cost or other limitation on funds set forth in this contract.

SECTION J
LIST OF ATTACHMENTS
TABLE OF CONTENTS

ATTACHMENT NUMBER	TITLE
J-1	Key Personnel & Support Staff Resume Form
J-2	Required Skill Sets (Disciplines)
J-3	Oversight Procedures
J-4	Past Performance Information Form
J-5	Conflict of Interest Matrix
J-6	Contract Pricing Summary
J-7	Quarterly Subcontracting Activity Report
J-8	Invoice Overview
J-9	Task Order Summary
J-10	Work Order No. "X" Detail
J-11	Contract Line Item Number (CLIN) Summary
J-12	Disclosure of Lobbying Activities
J-13	Sample Acceptable Quality Level (AQL) Table