AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000002	07/23/2008		FCA-26-1001

6. ISSUED BY CODE DTFT60	7. ADMINISTERED BY (If other than Item 6) CODE DTFT60
U.S. Dept. of Transportation/ FTA Federal Transit Administration Office of Procurement 1200 New Jersey Ave S.E. (TAD-40) 4th Floor Washington DC 20590	U.S. Dept. of Transportation/ FTA Federal Transit Administration Office of Procurement 1200 New Jersey Ave. 4th Floor East Washington DC 20590

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

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
DTFT60-08-R-00029

x 9B. DATED (SEE ITEM 11)
07/23/2008

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

Tax ID Number: Not Available
DUNS Number: Not Available
The purpose of this amendment is set forth on page 2.

All other terms and conditions of the RFP remain unchanged.
Period of Performance: 09/01/2008 to 09/01/2012

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

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

The purpose of this amendment is to add FAR Clause 52.21708 Option to Extend Services (Nov 1999) to Section I on page 25 of the RFP.

All other terms and conditions of the solicitation remain unchanged.

SECTION A: BACKGROUND

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) stipulates that the Secretary of Transportation must make a number of determinations before a grant or loan can be made for the construction of any project seeking Section 5309 New Starts funds. These determinations require that the planning process generate credible information on project costs, ridership, financing, and environmental impacts. United States Code, 49 U.S.C. Chapter 53 Section 5309 ("Section 5309 New Starts") contains criteria for determining whether New Start projects are eligible for funding. The Federal Transit Administration (FTA), Office of Planning and Environment (TPE) is responsible for assessing New Starts projects to verify that requirements for eligibility for New Starts funding have been met.

TPE assesses individual projects to insure that: a) the project meets the New Starts project justification criteria; b) the project is supported by an acceptable degree of local financial commitment, including evidence of stable and dependable funding sources to construct, maintain, and operate the current system and proposed new service; and, c) that any proposed project considered for Section 5309 New Starts funds has meet all requirements for National Environmental Protection Act (NEPA) processes and environmental documentation and that impacts are properly assessed, documented, and mitigated. FTA uses this information to recommend Section 5309 New Starts funds for the projects with the greatest merit.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COST

B. 1 The Government anticipates awarding multiple Indefinite Delivery, Indefinite Quantity (ID/IQ) type contracts against which Labor Hour (level-of-effort), Time and Materials (T&M) or Firm-Fixed Price (FFP) type task orders, or a combination thereof, will be placed. This solicitation is a total set aside for Small Business Concerns. The period of performance is a base period of two years, and three one-year options.

B.2. The Contractor shall furnish all personnel, facilities, equipment, materials, supplies and services (except as may be expressly set forth in this solicitation as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing for the work described in Section C. The Contract will be tasked to conduct detailed Financial Capacity Assessments (FCAs) for projects seeking Section 5309 New Starts funds. The contractor will provide an estimate within this NTE of labor categories. For each assignment, FTA will issue to the contractor specific guidance via a task order and will ask the contractor to submit an implementation plan for expenditures under this effort.

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

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

(1) MINIMUM QUANTITY: The minimum value specified herein, represents the total minimum amount of work effort (in terms of hours) that the Government is required to order and the contractor is obligated to furnish as ordered, over the entire term of the contract, inclusive of the base period and any options exercised. The total minimum value of this contract is 1000 hours. The government reserves the right to withhold this minimum amount if the vendor demonstrates consistent lack of interest in competing for orders throughout the life of the contract.

(2) MAXIMUM QUANTITY: The maximum value of the contract specified herein, represents the total maximum amount of work effect (in terms of dollars) that the Government may require and the contractor is obligated to furnish if and as ordered, over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract is **(to be determined at time of award).**

See Task Ordering Procedures under Section H.4.

B.3 SCHEDULE OF SERVICES

BASE PERIOD – Years 1 and 2					
CLIN	**Description**	**Units of Measure**	**Quantity**	**Unit Price**	**Total Price**
0001	**Financial Capacity Assessment – "Baseline Report**	Labor Hours			
0002	**Financial Capacity Assessment – "Spot Reports"**	Labor Hours			
0003	**Special New Starts Assignments**	Labor Hours			
0004	**Travel / Meetings / Conferences and Other Direct Costs (Materials, Supplies)**		NTE		$30,000.00
0005	**Monthly Progress Reports**	Each	24	NSP*	NSP*
	TOTAL NTE				

***Not Separately Priced**

OPTION PERIOD 1 – Year 3					
CLIN	**Description**	**Units of Measure**	**Quantity**	**Unit Price**	**Total Price**
0006	**Financial Capacity Assessment – "Baseline Report**	Labor Hours			
0007	**Financial Capacity Assessment – "Spot Reports"**	Labor Hours			
0008	**Special New Starts Assignments**	Labor Hours			
0009	**Travel / Meetings / Conferences and Other Direct Costs (Materials, Supplies)**		NTE		15,000.00
0010	**Monthly Progress Reports**	Each	12	NSP*	
	TOTAL NTE				

OPTION PERIOD 2 – Year 4					
CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0011	Financial Capacity Assessment – "Baseline Report	Labor Hours			
0012	Financial Capacity Assessment – "Spot Reports"	Labor Hours			
0013	Special New Starts Assignments	Labor Hours			
0014	Travel / Meetings / Conferences and Other Direct Costs (Materials, Supplies)		NTE		$15,000.00
0015	Monthly Progress Reports	Each	12		NSP
	TOTAL NTE				

*Not Separately Priced

OPTION PERIOD 3 – Year 5					
CLIN	Description	Units of Measure	Quantity	Unit Price	Total Price
0016	Financial Capacity Assessment – "Baseline Report	Labor Hours			
0017	Financial Capacity Assessment – "Spot Reports"	Labor Hours			
0018	Special New Starts Assignments	Labor Hours			
0019	Travel / Meetings / Conferences and Other Direct Costs (Materials, Supplies)		NTE		$15,000.00
0020	Monthly Progress Reports	Each	12		NSP*
	TOTAL NTE				

*Not Separately Priced

SECTION C: STATEMENT OF WORK AND OBJECTIVES

Background
The purpose of this procurement is to obtain contractor support to conduct detailed Financial Capacity Assessments (FCAs) for projects seeking Section 5309 New Starts funds. FCAs entail a review of the financial condition and capacity of the sponsoring agency considering a New Starts investment, and the level and stability of local financial commitment towards the project. The FCA also considers the grantee's system-wide financial capacity, assessing future operations and infrastructure maintenance needs, as well as requirements to replace capital assets on a regular basis.

Previous FTA policy was to conduct FCAs of all proposed New Starts projects prior to award of a Full Funding Grant Agreement (FFGA). FTA has altered this policy and is now performing them prior to approving a project into final design. In this way, grantees can be made aware earlier in the process of any significant financial issues or concerns that must be addressed prior to receipt of an FFGA. For all tasks, the contractor shall assist FTA in providing technical assistance to the project sponsor with regards to identified deficiencies and provide the associated procedural guidance.

CLIN 0001 C. 1 Financial Capacity Assessments – "Baseline Reports"
As discussed above, FTA now intends to perform FCAs on New Starts projects at the end of preliminary engineering as an input to FTA's decision on whether to allow the project to advance into final design. This initial assessment is referred to as the "preliminary baseline" FCA report and includes evaluation and rating of the project against the New Starts financial criteria. Prior to an FFGA, "final baseline" FCA reports will be prepared.

The FCA baseline report is to be conducted in accordance with FTA's *Guide for Conducting Financial Capacity Assessments* (***Attachment J-2***). The contractor will review documents submitted by the grantee to determine compliance with FTA's *Guidance for Transit Financial Plans* (http://www.fta.dot.gov/publications/reports/other_reports/publications_1336.html) and the Financial Planning for Transit chapter of FTA's *Procedures and Technical Methods for Transit Project Planning* (http://www.fta.dot.gov/planning/newstarts/planning_environment_2421.html). In addition, the contractor shall utilize FTA's *Financial Contractor Guidelines and Standards* (http://www.fta.dot.gov/documents/Contractor_Guidance_FY09_report_2.doc) to prepare a New Starts financial rating for the project.

The contractor shall determine whether the grantee has the financial capacity to:

- deliver its non-Federal Share of funding;
- operate and maintain its core transit services, including meeting capital rehabilitation and replacement requirements; and
- complete project construction by the revenue operations date, including cash flow and timing of receipt of funds.

At a minimum, the FCA must address the following:

- financial condition and capacity of the sponsoring agency, including the reliability of the funding partners;
- the grantee's future revenues, commitments, contingencies, liabilities and associated risks;

- the grantee's financial capability to operate the existing system before and after the major investment project;
- the grantee's capability to fund the project along with other capital requirements while continuing to operate and maintain its existing transit system; and
- the adequacy of the project sponsor's financial plan, including the reliability and internal consistency of budgeting and planning processes.

The FCA includes the following analyses:

- Review the appropriate financial documents in accordance with FTA Guidelines;
- Review the grantee's financial planning model and assess the adequacy of the methodology;
- Analyze capital and operating budgets for evidence of a stable and reliable revenue base to support the project. Evaluate the potential for significant commitments, contingencies and conditions that may lead to unforeseen cost increases;
- Review the Transportation Improvement Program (TIP) to ensure it accurately reflects the project cost and proposed funding sources;
- Review the reasonableness of revenue projections and underlying assumptions. This will include a review of key economic indicators typically used in the community. Emphasis will be placed on the driving variables associated with the revenue sources that will support existing operations, the New Starts project, and other capital requirements;
- Review the project sponsor's bond program. Review any outstanding bonds and plans for future financings. Verify the reasonableness of the assumptions and the grantee's capacity for servicing the debt;
- Assess the status of funds in the financial plan;
- Review funding partner participation and disclose any issues affecting the funding; and
- Perform sensitivity testing to asses the impact of risks faced by the grantee.

The FCA includes the following steps:

Desk Review

The FCA contractor will begin data gathering with a visit to the FTA regional office, generally referred to as a desk review. The contractor shall interview FTA staff in the regional office and the New Starts team members at FTA headquarters to gain an understanding of the grantee. In addition, background data should be obtained from FTA files including:

- Previous financial assessments of the grantee/project;
- Previous FMO and triennial review findings;
- Audit reports, if available, including General Accounting Office or Office of the Inspector General audits;
- Electronic and paper correspondence between FTA and the grantee;
- Project Management Oversight (PMO) quarterly reports;
- National Transit Database (NTD) data; and
- Grant records as necessary.

Grantee Site Visit

After completion of the desk review, a site visit of the project sponsor should be conducted in accordance with FTA's *Guide for Conducting Financial Capacity Assessments* ***(Attachment J-2).***

During the site visit, the contractor shall:

- Establish and transmit the agenda;
- Hold an entrance conference to instruct the grantee on the FCA process;
- Hold technical discussions with grantee staff as appropriate;
- Gather information/documentation to inform contractor; and
- Hold an exit conference including a discussion of next steps, establish points of contact, etc.

Preparation of Draft FCA report
After analyzing the information obtained from the desk review and grantee site visit, the contractor shall prepare a draft FCA report for FTA (including the New Starts rating). The financial plan, sensitivity analysis and stress scenarios should be included as attachments to the report.

Preparation of Final FCA report
The contract shall prepare a final FCA report for FTA incorporating feedback and edits from FTA.

CLIN 0002 C.2 Financial Capacity Assessment – "Spot Reports"
The contractor shall continue to follow the project throughout its life cycle after issuing the "baseline report". Additional reports called "spot reports," are required after award of the FFGA, and in some cases after construction has begun if issues arise. For mega-projects (those with a capital cost of more than $1 billion), annual spot reports are required. Therefore the contractor shall perform ongoing monitoring after completion of the initial baseline report. The definition of on-going monitoring and additional FCA spot reports for this requirement will vary by projects. Projects with a projected capital cost of more than $1 billion will require the contractor to do an annual report. Additionally, projects with a capital projected cost of less than $1 billion will depend on if there are significant changes or shortfalls in revenues.

CLIN 0003 C. 3 Special New Starts Assignments
The contractor may be asked to provide assistance on special assignments in connection with the FCA program. This may include, but is not limited to, procedural guidance to the grantees, development of informational materials related to the FCA process, updating FCA tools and guidance, program summary reports, etc.

CLIN 0004 C.4 Travel / Meetings / Conferences/Other Direct Costs (ODC's)

C.4.1 Travel

A NTE amount of $ 15,000.00 is established for travel and **ODC's each year for a cumulative NTE total of $75,000.00 for the five-year contract period.** The Contractors shall obtain approval from the COTR before incurring any such costs and provide detailed travel expenses in its monthly invoices.

Travel and per diem, if authorized under this contract, shall be reimbursed in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at **http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC.** Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and fight numbers. All

travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless otherwise authorized by the Contracting Officer.

C.4.2. Meetings/Conferences

- Contractor shall meet with FTA Headquarters, the FTA Regional Office, and the Program Management Oversight Contractor (PMOC) at the start of the effort and at any other time as necessary to facilitate the requirements in the SOW;
- Contractor shall coordinate questions and difficulties with the FTA Headquarters and Regional Office;
- Contractor may be requested to participate in FTA meetings and teleconferences on short notice.

C.4.3 Other Direct Costs - Monthly Reports – Not Separately Priced (NSP)

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

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

The progress reports will be delivered to the COTR by the 15th of the following month for the prior month's activities.

End of Section

SECTION D - PACKAGING 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 and the Contracting Officer's Technical Representative shall be clearly marked with the name of the organization/contractor, the contract, task order and/or modification number as appropriate and the identification of the submission.

c. Additional packaging and marking requirements will be specified, as necessary, in individual task orders issued under this contract.

End of Section

SECTION E - INSPECTION AND ACCEPTANCE:

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

This contract incorporates the following contract clauses by reference, with the same force and affect as if they were given in full text. Upon request, the Contracting Office will make their full text available. . Also the full text of a clause can be accessed electronically at: http://www.arnet.gov/far/

FOR FIXED PRICE TASKS:

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

FOR TIME-AND-MATERIAL AND LABOR HOUR TASKS:

52.246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR HOUR (MAY 2001)

The contractor shall submit all technical memos and reports in accordance with schedule and task orders issued under this contract. The contractor and TPE will coordinate closely on the specific technical details for each item. The relative priority of the tasks may change, depending on directives from FTA management and other external factors.

The Contracting Officer or the Contracting Officer's Technical Representative (COTR) at the Department of Transportation, Washington, DC, along with designated Regional Office Representatives, will 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.

End of Section

SECTION F: DELIVERABLES OR PERFORMANCE

F.1 DELIVERABLES

All Baseline Reports, Spot Reports, and Special New Starts Assignments are deliverables pertaining to the requirement in this contract. Individual Task Orders will specifically identify the deliverables and deliverable due dates.

Monthly Reports are deliverables that are due the 15th of every month.

F.2 PERFORMANCE

(a) Base Period of Performance (Term): The period of performance for the base period shall be Twenty-four(24) months from the effective date of the contract.

(b) Option Periods of Performance (Term): The period of performance for each of the three options shall be 12 months from the effective date of the exercising of that option. Each option period will commence on the day after the expiration of the previous period of performance.

(c) The FTA has a unilateral right to extend the term of the contract through the exercise of one or more of the one-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If FTA exercises all options, the total period of performance for this contract will be five (5) years from the effective date of the contract. Task Orders may be issued any time during the period of performance of the contract and the period of performance for each individual task order will be specified in the task order. The period of performance for individual task orders issued under this contract may extend for six(6) months beyond the period of performance of the contract for the base period and subsequent option periods, if exercised.

F.3 POST AWARD EVALUATION AND CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

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

b. Electronic Access to Contractor Performance Evaluations

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

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

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

End of Section

SECTION G: CONTRACT ADMINISTRATION DATA

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). 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 (b) Dissemination of Contract Information, 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.

The Government Contracting Officer and Contracting Specialist for this contract are:

Contracting Officer, Carlene R. Jackson
1200 New Jersey Avenue, SE
Office of Administration – Office of Procurement
Washington DC 20590
Phone 202-366-0432
FAX 202-366-3808
Email: carlene.jackson@dot.gov

Contract Specialist, Nicole M. Fils
1200 New Jersey Avenue, SE
Office of Administration – Office of Procurement
Washington DC 20590
Phone 202-366-1018
FAX 202-366-3808
Email: nicole.fils@dot.gov

G.2 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

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

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

G.3 COTR ASSIGNMENT

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

The COTR has the authority to monitor the technical progress of the services that are required under the contract. This includes visits to the contractor's place of performance, meetings, and telephone conversations with the contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer. The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the contracting officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations.

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

G. 4 ACCOUNTABILITY OF COSTS/SEGREGATION OF CONTRACT

The contractor shall segregate costs by CLIN. FTA may require the contractor to further segregate costs as part of an individual task order.

G.5 KEY PERSONNEL

In accordance with TAR Clause 1252.215-70, "Key Personnel and/or Facilities", the key personnel assigned to this task order are as follows:

Position	Name	Firm

FTA may require the contractor to provide additional key personnel as part of an individual work order.

G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the

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

G.7 BILLING INSTRUCTIONS

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

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

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

Via Email: FTAInvoices@faa.gov

Submission of vouchers shall be made monthly. The contract number and title must be stipulated on all vouchers.

G. 8 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 Financial Management, 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).

FTA's designated office for electronic funds transfer information is:
Mailing Address: Federal Transit Administration
Office of Financial Management, TBP-50
1200 New Jersey Ave, SE
Washington, DC 20590
Telephone: 202-366-9748
Person to Contact: Sylvia Davis

G.9 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 shall be submitted in writing to the Contracting Officer. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts. Failure to provide the requested informational changes *to the Contracting Officer* may result in delays in the payment of vouchers. Any such delays shall be considered the Contractor's responsibility.

End of Section

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

(a) 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 order 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 therefore;
(5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
(6) Clerical and other administrative type functions required to be performed by civil service personnel; and
(7) Supervision of Government employees.

H.2 REPRODUCTION OF REPORTS

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

H.3 TASK ORDER PROCEDURES

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

(b) The task orders for the base period (24 months) will be awarded to the most highly rated awardees.

Thereafter, for the option periods, to the maximum extent practicable, Task Orders will be competed among the awardees and issued by the Federal Transit Administration's Contracting Officer in writing using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument. Task orders may be solicited, negotiated, and issued from the effective date of this contract through completion or termination of the base period or each of the three successive option year periods of the contract.

If all options are exercised, task orders may be issued through a five (5) year period commencing from the effective date of contract. The period of performance for individual task orders issued under this contract may extend for six months beyond the period of performance of the contract for the base period and the option periods, if exercised.

(c) All task orders shall be subject to the terms and conditions of this basic contract. In the event of conflict between a task order and this contract, the contract shall control. The Government's COTR will assign **"Work Order"** under the task orders for those segments of work defined in the Statement of Work included herein in Section C. The Work Orders shall be the instruments for specific work performance **and hours**.

(d) There is no limit on the number of task orders that may be issued against this contract, if and when needed, within the maximum value of the applicable contract period (base and options). It is anticipated that a combination of contract types, as stated in Section B above, will be awarded for individual work requirements under this contract with the cumulative values stated for the base and each option period. If the Government's requirements (in any period or in all periods combined) do not result in task orders against this contract beyond the stated minimum value of 1,000 hours), that fact shall not constitute the basis for an equitable price adjustment.

(e) Any task order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The task order shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

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

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

H.4 TASK ORDER PROPOSAL EVALUATION

(a) Written solicitations for competition of each prospective task order will be issued by the Contracting Officer. Each prospective task order solicitation shall include the specific statement of work and the **Government's estimated of level-of-estimate of hours**. After issuance of a solicitation request, the contractor shall prepare and submit to the Contracting Officer a proposal/**quote.** The solicitation shall state whether the evaluation of offerors will be by price alone or by technical evaluation. The proposal/**quote** shall serve as the basis for negotiation of a finalized task order and shall specify the following:

(1) The technical approach to the work to be performed to include assigned personnel;
(2) The estimated labor, including a level of effort estimate for the required number of labor hours, by labor category and billing rates for each task or subtask;
(3) The estimated direct material, travel, subsistence, and similar costs, if required;
(6) Dollar amount and type of any proposed subcontract, including detailed supporting documentation pertaining to proposed costs;
(7) The total price, to be drawn against the negotiated ceilings under the basic contract. The cost breakdown shall utilize the current applicable direct and indirect cost rates, not exceeding any ceilings established by the terms of the contract; and
(8) Any other pertinent information related to the technical approach or pricing.

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

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

H.5 TASK ORDER CEILINGS

Task Orders shall not exceed the cumulative maximum price set forth in Section B for work within the base period performance period or within any option year of contract performance unless specifically authorized by the Contracting Officer.

H.6 TERMINATION OF TASK ORDERS

The Government retains the right to terminate or stop work on any task order and will negotiate an equitable adjustment in the task order price for work performed. Upon such termination, the Contractor

shall deliver to the Government all documents and work products produced during the course of performing the task.

End of Section

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following list of clauses by reference, with the same force and effect as if they were given in full text. The list includes clauses appropriate for both fixed price and cost reimbursable contract arrangements in order to provide flexibility for issuing either fixed price or cost reimbursement type task orders under the contract. The full text of a clause may be accessed electronically at this web address:

http://acquisition.gov/far/index.html

Reference Location	Title	Date
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203.11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.204-9	Personal Identity Verification of Contractor Personnel	SEPT 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-5	Facsimile Proposals	OCT 1997
52.215-2	Audit and Records - Negotiation	JUNE 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-24	Limitation of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-3	Convict Labor	JUNE 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-35	Affirmative Action for Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended.	JUL 2005
52.223-5	Pollution Prevention and Right-To-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service of Protest	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price AUG 1987, Alternate I	APR 1984
52.243-3	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Property Records	APR 1984
52.245-4	Governments Furnished Property (Short Form)	JUNE 2003
52.246-4	Inspection of Services- Fixed Price	AUG 1996
52.246-6	Inspection Time and Material Labor Hour	MAY 2001
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	APR 1984
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 52.204-1 APPROVAL OF CONTRACTS (DEC 1989)

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

(End of clause)

I.3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1,000 hours**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item

(or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years from the effective date of the contract or the period of performance under an existing task order which was issued within the three years from the effective date of the contract, which ever date is later.

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and (6) months.

I.7.1 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

OPTION PERIODS	CLINS	LATEST OPTION EXERCISE DATE
Option 1	**0006, 0007, 0008, 0009, 0010**	**09/TBP*/2010**
Option 2	**0011, 0012, 0013, 0014, 0015**	**09/TBP*/2011**
Option 3	**0016, 0017, 0018, 0019, 0020**	**09/TBP*/2012**

***Date To Be Provided upon award.**

I. 8 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)

Portions of this contract are altered as follows:

_____

_____

_____

(End of clause)

I.9 TRANSPORTATION ACQUISITION REGULATION (TAR)(48 CFR CHAPTER 12) CLAUSES

This contract incorporates the following list of clauses by reference, with the same force and effect as if they were given in full text. The list includes clauses appropriate for both fixed price and cost reimbursable contract arrangements in order to provide flexibility for issuing either fixed price or cost reimbursement type task orders under the contract. The full text of a clause may be accessed electronically at this web address: http://www.dot.gov/ost/m60/tamtar/

1252.223-73 Seat Belt Use Policies and Programs APR 2005
1252.245-70 Government Property Reports OCT 1994

I.10 (TAR) CLAUSES IN FULL TEXT TRANSPORTATION ACQUISITION REGULATIONS

I.10.1 TAR 1252.209.70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

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

(1) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational financial, contractual or other interest(s) with an organization regulated by DOT, or with any organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interest of a regulated or affected organization.

(2) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(3) In the absence of any relevant interest identified in (1) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exist relevant to possible conflict of interest. The offeror must obtain the same information from potential subcontractors prior to award of subcontract.

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

(5) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of the solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(End of clause)

I.10.2 TAR 1252.217-74 SUBCONTRACTS (OCT 1994)

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

(End of clause)

I.10.3 TAR 1252.237-70 – QUALIFICATIONS OF EMPLOYEES (OCT 1994)

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

(End of clause)

I.10.4 TAR 1252.247.72 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 (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

End of Section

SECTION J – LIST OF ATTACHMENTS AND EXHIBITS

Attachment **J-1:** Section B Summary Sheet (Schedule Services / Costs)
Attachment J-1A: Direct Labor Rate Matrix (Five Year Period)
Attachment **J-3:** **FTA Guidebook on Conducting Financial Capacity Assessments**

- End of Section -

Please note that Section L Contract Pricing Sheet, Subcontracts and Business Management Information Attachments moved to end of Section L (These documents are for price evaluation purposes and are not to be incorporated into final contract award).

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

To be eligible for award of a contract resulting from this solicitation, all Offerors must be registered in the Federal Government's "Central Contractor Registration" (CCR), AND be registered in the Federal Government "Online Representations and Certifications Application" (ORCA). Both of these separate registrations can be accomplished through the following website:

http://www.bpn.gov

NOTE: When properly registered in each of these systems, the vender will receive an automatic acknowledgement confirming successful registration in each system. Without such acknowledgements, the registrations are not complete.

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is less than **6.5 million dollars** per year.

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

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

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

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

(see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
(b) By signing this offer, the offeror certifies that -

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal

and/or oil for the purpose of generating power for distribution in commerce).

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

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

(END OF CLAUSE)

-End of Section-

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. In addition, the full text of FAR clauses may be accessed electronically at:

http://acquisition.gov/far/index.html.

Full text of clauses contained in the Transportation Acquisition Regulation (TAR) may be accessed at http://www.dot.gov/ost/m60/tamtar/tar.

52.214-34	**Submission of Offers in the English Language (APR 1991)**
52.214-35	**Submission of Offers in U.S. Currency (APR 1991)**
52.215-1	**Instructions to Offerors--Competitive Acquisition (JAN 2004)**
52.216-27	**Single or Multiple Awards (OCT 1995)**

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

The Government contemplates award of multiple indefinite delivery-indefinite quantify (IDIQ) type contracts resulting from this solicitation. Under these contracts, individually priced task orders may be competitively issued.

L.3 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Chief of Contracting Office (COCO) addressed as follows: Federal Transit Administration, 1200 New Jersey Avenue, SE, Room E-42-332, Washington, DC 20590 and confirmed by obtaining written and dated acknowledgment of receipt from the Contracting Officer or location where a protest may be served on the Contracting Officer.

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

L.4 GENERAL INSTRUCTIONS TO OFFERORS

(a) Award. The U.S. Government anticipates awarding multiple contracts to small business concerns as a result of this solicitation.
(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
(c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by the RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
(d) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form 33, Blocks 12 through 18;
(2) Submission of proposed costs/price and indirect cost information as required by Section B and Section L of this RFP;
(3) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract.

(e) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

L. 5 SUBMISSIONS OF PROPOSALS

Proposals must be submitted to Nicole Fils, Contract Specialist, by 4:30 p.m. EST, THURSDAY, August 28, 2008 via U.S.Mail in bound hard and electronic copies (CDROM) at the address listed below: (Nicole.Fils@dot.gov)

Nicole Fils, TAD-40
1200 New Jersey Avenue, SE, East Building, E42-314
Office of Administration – Office of Procurement
Washington DC 20590
Phone 202-366-1018
FAX 202-366-3808
Email: nicole.fils@dot.gov

Facsimile submissions will not be accepted.

Any questions or comments regarding this RFP are to be directed to Ms. Fils, via email, on or before, 3:00 pm, EST, Thursday, August 7, 2008. The Government reserves the right not to respond to any questions received after the aforementioned date.

The information requested below must be clearly marked on the outside:

RFP No.: DTFT60-08-R-00029

- **Cost/Price Proposals must be separate from Technical and Past Performance. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.**

- **Technical Proposal (Volume I) and Past Performance Information (Volume II)**
- **An original and one (1) hard copy of the Technical and Past Performance Volumes are required One (1) media copy on CD of the complete Technical Proposal including all documents provided in hardcopy in unzipped format using Microsoft Word and Microsoft Excel.**

- **Cost Proposal (Volume III)**
- **An original and one (1) hard copy of the Cost/Price Proposal are required in unzipped format using Microsoft Word and Microsoft Excel.**

L.6 SMALL BUSINESS CLASSIFICATION CODE

For purposes of this solicitation, the resultant contract and task orders, offerors shall be required to qualify as a small business concern under the following North American Industry Classification System (NAICS):

541611 Administrative Management and General Management Consulting Services

The above-noted NAICS codes represent the size standards for those types of services that account for the greatest percentage of the total contract value; they stipulate that a business may not earn in excess of $6.5 million in average annual gross receipts over the past three years in order to qualify.

The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. SBA's size regulations pertaining to Federal procurement are also found in the Federal Acquisition Regulation, 48 CFR part 19.

To bid on this contract, the concern must self-certify in ORCA (and as stated in this solicitation) that it is a small business under the appropriate size standard set forth in the solicitation. The size of the concern at the time of self-certification prevails for that contract. A concern may grow above the size standard before or after award without loss of eligibility to perform on that contract. The small business concern must meet the size standard for its primary industry, then it must meet the size standard for the NAICS industry assigned to each individual task order.

The small business concern must perform at least a given percentage of the contract. This provision limits the amount of subcontracting a concern may enter into with other firms when performing these types of contracts.

L.7 TECHNICAL VOLUME:

Offerors must submit three separate documents for this effort.

Qualifications/Capabilities:
This volume must contain information related to the offeror's capability to provide the personnel, facilities, materials, and equipment necessary to conduct the work described in this RFP. Offerors must submit the following:

- A description clearly demonstrating technical ability and approach, qualifications of personnel, past performance and experience data, and a proposed management plan;
- A description of the staffing proposed;
- Understanding the Requirement: The Offeror shall include a technical proposal that sets forth their technical approach to meet the requirements for each task outlined in the Statement of Work (SOW). Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate, as are phrases such as "Standard Procedures will be employed" and "Well known type techniques will be used."
- Management Approach: The Offeror shall describe the management approach to be used to fulfill the requirements of the contract. This approach shall contain a thorough discussion of how the tasks would be accomplished, including a realistic technical approach and schedule; as well as how the Offeror will provide flexibility, maximize efficiency, in providing coordination of workflow between the offeror and the Government. Offerors are also required to demonstrate they possess a detailed understanding of transit finance and economic analysis of major capital investments.

- The Offeror shall identify any subcontractors, their roles and responsibilities, and their proposed effect on the performance of the Contract. External dependencies, such as performance by another contractor or the availability of any other sources, shall be fully identified. The Offeror shall describe the technical interfaces associated with the requirements in the Statement of Work (SOW). The Offeror shall describe the organizational interfaces, including those with the government and the users.

  The Offeror shall identify quality control methods throughout each of the areas in the requirement in addition to the techniques, procedures, and mechanisms that will be use to ensure timeliness and completeness throughout the overall effort.

Representative Resumes:
Personnel Skill/Experience: The Offeror shall provide representative resumes (maximum of 10) of the type of personnel the offeror intends to provide as direct labor to perform the requirements identified in the SOW. The resumes shall reflect those positions which the offeror determines are most significant to manage/perform this contract. The proposed staff shall include a range of senior to junior staff necessary to provide adequate basis for the contractor's professional, independent and objective opinion in accordance with applicable AICPA Professional Standards, with an emphasis on understanding of transit finance and economic analysis of major capital investments.

L. 8 PAST PERFORMANCE INFORMATION: Include the following:

Submit a minimum of three selected contracts or subcontracts of a similar nature to the requirements of the Statement of Work being proposed. This list should emphasize contracts that provide evidence of transit finance and **economic analysis** experience relevant to the requirements of this RFP.

- A list of references for your organization's performance on these contracts including the following information:
  - Name of contracting activity;
  - Contract number or other contract identifiers;
  - Total contract value;
  - Period of contract performance;
  - Description of work performed;
  - Name and email address of Contractor's Project Manager or Key personnel.
  - Administrative Contracting Officer and email address or other appropriate references and telephone numbers.
  - Name of person/s having authority to enter into Government contracts
  - Indicate whether past performance information for your firm has been uploaded to any Federal Government Past Performance Data Base such the Past Performance Information Retrieval System (PPIRS) associated with the Contractor Performance System (CPS)
  - Past Performance information should be no more than 5 pages long.

L.9 COST/PRICE VOLUME

Offerors should provide a proposal for a total number of hours that will result in a Not to Exceed (NTE) price for this contract. Pricing for the options will also be evaluated and must be included. Additionally, offerors should refer to the Contract Pricing Sheet in the **Attachments L-1, L-2, and L-3** and utilize these tools in creating their pricing proposal for price/cost evaluation purposes for this requirement.

Only offerors that include their pricing information for this contract in ALL the attached matrixes (J-1 and J-1A, L-1, L-2 and L-3) will be considered and evaluated.

For proposal pricing purposes, Offerors are advised of the following **historical levels of effort for a one-year period and a total five-year period:**

		One Year	Five Years	
CLIN	**Description**	**Hours**	**Hours**	
0001	**FCA – Baseline Report**	**2,400**	**12,000**	
0002	**FCA – Spot Report**	**1,920**	**9,600**	
0003	**Special New Starts Assignments**	**1,000**	**5,000**	
0004	**Travel/Meetings/Conferences**	**$15,000.00**	**$75,000.00**	

The monthly reports are not separately priced (NSP) item.

Offerors are advised that other than cost and pricing information is required to support proposals submitted. The ABOVE estimates are provided as an assistance to offerors in **developing proposals only** and are not provided for bidding purposes. If offerors believe that the estimates are inaccurate, alternative proposals should be submitted and explained.

L.10 PAGE LIMITATIONS: Offerors should refer to the page limitations chart below when submitting their proposals. All offerors will be evaluated based on these criteria.

- Technical Proposal Max pages 30;
- Representative resumes (**maximum of 10, 1 page each – excluded from maximum page count of 30 for Technical Proposal**);
- Past Performance (**excluded from technical page count**), 5 pages total; and
- Cost/Price Proposal, no page limit.

L. 11. RATING SYSTEM

All offerors proposals will be evaluated based on the adjectival rating system listed as follows

Rating	Description
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strength.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

L.12. FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

L.13 FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L.14 TAR 1252.237-70 CERTIFICATION OF DATA (APR 2005)

NOTICE: The Secretary of Transportation has determined that this certification shall be retained in accordance with Section 4301(b)(1)(B)(i)(II) of the Federal Acquisition Reform Act (Public Law 104-106, 41 U.S.C. 425, note) and DOT Memorandum dated July 17, 1996.

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile; qualifications; background statements; brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

_____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

(End of provision)

ATTACHMENTS: SECTION L EVALUATION DOCUMENTS (WILL NOT BE INCORPORATED INTO FINAL CONTRACT)

Attachment L-1: Contract Pricing Sheet (4 pages)
Attachment L-2: Subcontracts (2 pages)
Attachment L-3: Business Management Information (3 pages)

(End of Section)

SECTION M: EVALUATION FACTORS FOR AWARD

A contract shall be awarded to the responsible offeror(s) whose proposals represent the best value after evaluation in accordance with the factors shown below. In the order of importance, TECHNICAL and PAST PERFORMANCE, both combined, shall be evaluated significantly higher than PRICE. The Government reserves the right to award the contract to the offeror with a higher total evaluated price, if the higher rating would yield the best value to the Government. Therefore, the highest rated contractors will be chosen and the hours will be allocated between 2 – 3 contractors for this requirement. The Government will evaluate the following factors:

M.1 TECHNICAL

The offeror's illustrations of qualifications and capabilities that demonstrate the technical ability and approach to the work described herein and demonstrated experience. As part of the proposal package, the offeror should describe in detail the management plan it will utilize in completing the effort outlined in this RFP. The plan's feasibility and appropriateness will be evaluated.

1. Offerors are also required to demonstrate they possess a detailed understanding of transit finance and economic analysis of major capital investments.

2. Resumes/Personnel Skill/Experience: The resumes will be evaluated to ascertain that the experience and staffing mix that is provided include a range of senior to junior staff necessary to provide adequate basis for the contractor's professional, independent and objective opinion in accordance with applicable AICPA Professional Standards, as well as transit finance and economic analysis of major capital investments.

M.2 PAST PERFORMANCE

3. The offeror's past performance and prior experience. Past performance data submitted should ensure that a contractor has knowledge of the requirements contained in this RFP. Offerors will be evaluated on the degree to which they can show past experience analyzing or developing financial plans for transit agencies or similar experience in other organizations. Offerors will also be evaluated on their proven ability in timely performance and delivery. Factors to be considered are the quality of past performance, record of the company in conforming to specifications and to standards of good workmanship, adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

M.3. COST/PRICE

For the Cost/Price evaluation, each Offeror's proposal will be assessed for cost/price completeness and accuracy, cost/price realism, cost/price reasonableness and perceived risk.

The completeness and accuracy of cost/price schedules will be reviewed. A determination will be made as to whether each Offeror has properly understood the cost/price proposal instructions and properly

completed the price schedules **(Attachments J-1, J-1A, L-1, L-2, and L-3)**. Changes to the evaluation quantities, blanks or zeros in the price columns, or mathematical mistakes are subject to clarification for confirmation of Offeror's intent.

A determination will be made regarding whether price appears unbalanced either for the total price of the proposal or separately priced line items. An analysis will be made by item, quantity (level of effort proposed) and year to identify any irregular or unusual pricing patterns.

Any proposal which is unrealistic in terms of technical approach or unrealistically low in cost(s) or price may be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the contract requirements and may be grounds for the rejection of the proposal.

The Offeror is expected to propose a reasonable cost/price. An evaluation of each Offeror's cost/price proposal will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical proposal

Cost/price risk refers to any aspect of an Offeror's proposal which could have significant negative cost consequences for the Government. Each proposal will be assessed to identify potential risk. Where risk is assessed it may be described in qualitative terms or used as a best-value discriminator.

M.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Complete the price and **related** schedules **(Attachments J-1, J-1A, L-1, L-2, and L-3)** which will be used for price evaluation. All Offerors shall calculate the extended price by multiplying the fixed unit price times the estimated quantity. The extended prices shall be added to arrive at the total evaluated price. Offerors shall submit these pages with their proposal.

M.5 TOTAL EVALUATED PRICE

For the purpose of evaluating the total price proposed by each offeror, offerors shall complete this total price summary and shall include this with their submission. The total price for all options will be added to the total price of the basic requirement for evaluating offerors for award purposes. Evaluation of options will not obligate the Government to exercise the Option.

M.6 COMPETITIVE RANGE DETERMINATION

In accordance with FAR Subpart 52.215-1(f)(4) the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would

otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(END OF SOLICITATION)