

# **REQUEST FOR PROPOSAL (RFP) 2024 PROJECT MANAGEMENT OVERSIGHT**

## **U.S. Department of Transportation**



### **Federal Transit Administration**

**Issued by:**

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## SECTION A – SOLICITATION / CONTRACT FORM

THE INFORMATION SET FORTH IN SECTION A - SOLICITATION/CONTRACT FORM, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS SECTION A - SOLICITATION/ CONTRACT FORM, GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. **THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR THOROUGH NEGOTIATIONS AND WITH FINAL APPROVAL BY THE CONTRACTING OFFICER SHALL BE INCORPORATED AT FINAL CONTRACT AWARD.**

THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

### A.1 SOLICITATION SUMMARY

This SOLICITATION Number **69319524R000001** is issued to obtain information concerning the planned acquisition for Project Management Oversight (PMO) services. The objective of the Program Management Oversight procurement is to acquire engineering support services under a multiple award, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

Any questions or comments on this RFP shall be incorporated into a MS Word format and be submitted no later than **5:00PM Eastern Standard Time on November 28, 2023** via **email: [FTA2024ProjectManagementOversight@dot.gov](mailto:FTA2024ProjectManagementOversight@dot.gov)**. See Section L.8, COMMUNICATION AND QUESTIONS.

All proposals, regardless of the size of the company, will be evaluated and rated against the criteria established in Section M and must comply with the proposal instructions set forth in Section L herein. This includes those proposals from “small businesses” as defined under Section A.6 (a) herein. The Agency plans to award contracts using a “best value” approach as discussed in Section M.

### A.2 MULTIPLE-AWARD CONTRACTS AND SMALL BUSINESS

Pursuant to FAR Part 19, the Government will reserve at least two (2) IDIQ contracts for Women-Owned Small Businesses under this requirement.



### **A.3 SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE**

Only contractors who are registered in the System for Award Management (SAM) can be awarded a contract. Offerors are required to be registered in the **SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE**: Lack of registration in SAM will make an offeror ineligible for award as described in FAR 52.204-7. Offerors may obtain information on registration via:

<https://www.sam.gov/portal/public/SAM/>.

Do NOT delay submission of your offer pending receipt of a CAGE code. Offerors must have electronic funds transfer (EFT) capability. FAR 52.204-7 System for Award Management Registration (OCT 2018).

### **A.4 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION**

See Section K, Paragraph K.1, Clause 52.212-3, "Offeror Representations and Certifications - Commercial Products and Commercial Services." Offerors must provide representations and certifications electronically through the Online Representations and Certifications Applications (SAM). Visit at: <https://www.sam.gov> for further information about SAM and how to enter your information.

### **A.5 BUSINESS SIZE CLASSIFICATION**

NAICS Code. 541 -- Professional, Scientific, and Technical Services/541611 -- Administrative Management and General Management Consulting Services, Product Service code of R408.

### **A.6 SMALL BUSINESS SUBCONTRACTING PLAN FAR 52.219-9**

The Department of Transportation/Federal Transit Administration is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns participate in the performance of this contract consistent with its efficient performance.

DOT/FTA expects all subcontracting plans submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded contract exceeding \$750,000 must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

**(END OF SECTION A)**

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 PURPOSE**

This is a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) contract which will be awarded in support of the Program Management Oversight services. The purpose of this contract is to provide services within the scope of work (SOW) specified in Section C. DOT/FTA Contracting Officers (CO's) will request the work through the issuance of task orders (TO) during the ordering period as specified in the contract. Task orders will be awarded to IDIQ contract holders through a competitive, fair opportunity process.

### **B.2 GENERAL**

This acquisition is being conducted under the Federal Acquisition Regulations (FAR) Part 15 to establish Project Management Oversight Multiple Award, Indefinite Delivery, Indefinite Quantity (PMO-IDIQ) contracts. The Contractor shall provide, in accordance with the requirements specified herein, all labor, management, supervision, and other resources necessary to furnish Project Management Oversight support services to the Department of Transportation/Federal Transit Administration (DOT/FTA). Hereafter, the 2024 PMO IDIQ will be referred to as the Base Contract while TO's issued under the Base Contract will be referred to as individual TO's. The TO's shall be performed in accordance with (IAW) all sections of the Base Contract. All PMO IDIQ requirements for all support services will be fulfilled through the issuance of TO's.

### **B.3 CONTRACT TYPE**

This is an IDIQ type contract for services with multiple pricing arrangements available for use in pricing individual Task Orders available to the Government. The work required on the reference contract will be placed through the issuance of TO's. Due to the variety of services required under the contract and the circumstances that affect their duration, the Government anticipates using a variety of TOs, at the Contracting Officer's (CO) discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR) to include Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF) Completion, Cost-Plus-Fixed-Fee (CPFF) Level of Effort /Term basis, Labor Hour (LH), or Cost-Plus Award Fee (CPAF). TOs may also combine more than one contract type (e.g., Firm-Fixed-Price (FFP)/Cost, FFP/LH etc.)

Travel and Other Direct Costs (ODCs) under CPFF task orders shall be priced on a cost-reimbursement basis only, no fee shall be allocated. Fee/profit will not be allowed on Travel or ODC regardless of task order type. Performance-based task orders will be used to the maximum extent practicable. If a task order will be performance-based, as described in FAR Subpart 37.6 (Performance-based Acquisition), its requirements will be conveyed and administered at the task order level. The Government reserves the right to change the type of contract. Task Orders will be issued in accordance with the procedures set forth in Section G. Pursuant to FAR 16.601(c), Time and Materials/Labor Hour contracts or orders may be used only if the contracting officer prepares a determination and findings that no other contract type is suitable. The contract consists of a five-year ordering period of performance from date of award. The Contractor must perform the work set forth in task orders at prices consistent with Section B of this contract.

## **B.4 METHOD OF PRICING TASK ORDERS**

The Base Contract provides the Ordering Contracting Officer (CO) the flexibility to determine fair and reasonable pricing tailored to the TO requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Ordering CO has the authority and responsibility for the determination of cost or price reasonableness for each TO's requirements.

Adequate price competition at the TO level, in response to a Task Order Request Proposal (TORP), is the preferred method of establishing fair and reasonable pricing. The Ordering CO must identify the applicable contract type for all Contract Line Item Numbers (CLINs) in each individual TO.

Each Contractor must submit detailed cost and pricing information for use in negotiating task orders under this IDIQ contract. At a minimum, this information must consist of labor rates for each labor category identified in Section B, Clause B.28, entitled Rate Table for Pricing CPFF, and Clause B.29, Labor Rate Table for Pricing for FFP. For firm fixed pricing, the Contractor shall be priced utilizing fully burdened rates for each labor category. For Cost-Plus- Fixed-Fee pricing, the Contractor shall price an hourly rate, applicable overhead and G&A percentages, proposed fixed fee ceiling percentage and the total cost based on the estimated hours provided. The actual fixed fee dollar amounts will be negotiated at the task order level with a fee not to exceed the accepted/negotiated fixed fee ceiling price or obligated amount. See Section B.8.

## **B.5 MINIMUM GUARANTEE AND MAXIMUM CONTRACT CEILING**

The Government shall meet the contract minimum of \$25,000.00 (inclusive of all direct costs, indirect costs, and profit/fee) through the issuance of task order (s) within the contract's period of performance. The minimum quantity applies to each contract. The Government will obligate the guaranteed minimum of \$25,000.00 via a single task order award at the time of base contract award. The maximum value, as stated below, is a collective ceiling that will be shared among all PMO IDIQ awardees across all contracts and task orders awarded under the multi award IDIQ contracts.

During the contract period of performance specified in the Ordering Clause (FAR 52.216-18), the Government shall place orders at a minimum of \$25,000.00 under each contract awarded. The maximum value of the contract(s) is \$670,000,000.00. The cumulative amount of all task orders shall not exceed \$670,000,000.00 for the entire lifecycle of these contracts (for all awardees combined). The authority and ordering procedures to issue task orders are addressed under Section G. and Section H. of the contract. Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Base Contract (for all awardees combined) shall not exceed \$670,000,000.00.

The sum of all task orders awarded will be tracked by the Government to ensure they do not exceed the total program value.

The award of this multiple Indefinite Delivery/Indefinite Quantity (IDIQ) Contract is unfunded. The base IDIQ Contract does not have any accounting and appropriation data. It merely represents the estimated contract amount for the total period of performance for the total program related to the PMO Requirement. Individual Task Orders issued under this contract will provide accounting and appropriation data. The Government's only obligation is \$25,000.00 to each awardee during the total period of performance of the award contracts.

This contract award pool ceiling will be applied to TOs and will be shared by both large and small business contract holders. This ceiling is not being subdivided among the number of awardees, nor is it being multiplied by the number of awardees.

## **B.6 FULFILLING MINIMUM ORDERING REQUIREMENTS**

The Government has no obligation to issue Task Orders to any contractor beyond the minimum amount specified above. For each Contractor, regardless of the number of technical areas for which the Contractor has qualified, there will be a one-time minimum guaranteed award amount of \$25,000.00 during the life of the contract. This amount shall be obligated on the first task order awarded which will satisfy the Government's minimum obligation for the life of the contract.

## **B.7 CONTRACT SCOPE**

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, supplies, facilities, materials, support, and management necessary to provide the services required under this contract. The scope of this effort is defined in the Statement of Work (SOW) (see Section C). Specific work requirements will be stated in individual task orders.

## **B.8 COST ACCOUNTING**

Cost Reimbursement is defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and other applicable agency-specific regulatory supplements. FAR Part 30, Cost Accounting Standards Administration, and FAR Part 31, Contract Cost Principles and Procedures, shall apply to all cost-reimbursement task orders. The Contractor shall have an accounting system that follows Generally Accepted Accounting Principles (GAAP) and IAW FAR 16.301 for accumulating and billing costs on government contracts, the Contractor must establish and maintain throughout the life of the contract a cost accounting system which complies with (GAAP) and Cost Accounting Standards (CAS).

The Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type. The Contractor may be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general and administrative (G&A) expenses, facilities capital cost of money, other direct costs, and fee consistent with their cost accounting system, provisional billing rates, forward pricing rate agreements, and/or CAS.

**NOTE:** Please be advised that if the Contractor does not have an accounting system that is sufficient for determining costs applicable to the contract or order IAW FAR16.301-3, and for accumulating and segregating costs, it will not be eligible to receive a contract award. All Cost Reimbursement Task Orders will be priced in accordance with approved DCAA (or FAR Part 31) rates. Direct and indirect cost rates will be established at the base contract IDIQ level. The Contractor will provide complete supporting schedules identifying all applicable direct and indirect rate estimates. Contractors with approved DCAA rates should submit their most recent provisional indirect billing and actual rates for both direct and indirect rates. Contractors without audited rates shall propose indirect rates in accordance with FAR Part 31. See Section H.16.

## **B.9 FUNDING**

Funds for the services provided will be obligated at the task order level, as they become available, or excess funds de-obligated at the task order level, by modification to the Task Order contracts unilaterally by the Government.

The Contractor will only be paid for effort that has been authorized by the Government and performed in accordance with the contract specifications, except for the minimum amount guaranteed if the contractor meets the requirements.

## **B.10 BUDGET**

The estimated cost for the performance of the work required hereunder, exclusive of fee is **“to be determined” (\$TBD)** at the Task Order Level. The total estimated cost plus fixed fee is **\$TBD** at the Task Order Level. Within the estimated cost plus fixed fee, if any, specified above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **\$TBD** at the Task Order Level. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled “Limitation of Funds” (FAR 52.232-22). See Section I of the Base IDIQ.

## **B.11 CEILING PRICE**

The Contractor will not be paid any sum more than the ceiling price or obligated amount, whichever is less as determined on the award document at the Task Order Level.

## **B.12 INCREMENTAL FUNDING**

In accordance with FAR 32.704, CPFF Task Orders may be incrementally funded. Incrementally funded modifications will contain a provision substantially as follows: Pursuant to the Limitation of Funds Clause (FAR 52.232-22), the total amount allotted to this task order is **\$TBD** and it is estimated that this amount is sufficient for performance through **\$TBD**.

Funding for the services 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”. In no event, however, shall the Contractor be authorized to incur costs under an individual Task Order more than the total funds obligated against that Task Order. (\* To be filled in on the Task Order level at time of award).

## **B.13 DIRECT LABOR**

The term “direct labor” is defined as the technical, management, and support staff required to complete tasking on a project and exclusive of any profit or fee.

**B.14 LOADING FACTORS**

The loading factors are those defined in the Contractor's forward pricing rates, and include such items as overhead, fringe, general and administration (G&A), or any relevant cost as described in the contract.

**B.15 CEILING RATES**

The term "Ceiling Rates" represents the maximum direct labor rates to be proposed and/or billed under this Contract. These ceiling direct labor rates apply to proposals for cost-reimbursable orders and for fixed-price orders. Ceiling rates do not govern Time & Material (T&M) and labor Hours (LH) T.O. proposals, as ceiling rates do not include fee/profit. However, ceiling rates will be used in the evaluation of T&M/LH TO proposals.

The ceiling rate shall anticipate the maximum technical expertise needed over the life of the contract and is not necessarily bound by current personnel. See Section B.24 and B.25 for the ceiling rates.

**B.16 COST PLUS FIXED FEE**

Applicable labor rates for each Task Order issued under this contract will be as follows. If a discipline is not listed in SECTION B Rate Table (below) and is required for a specific task order, that labor rate shall be negotiated before the award of that task order. The labor rates provided by the Contractor and determined fair and reasonable by the Government are legally binding and will be the maximum rates at the task order level; however, lower rates may be offered at the task order level. For Cost- Plus-Fixed-Fee the Contractor will use the most recent DCAA/DCMA approved forward pricing rates or Certified Public Accountant (CPA) established cost pools in accordance with FAR Part 31 for Overhead, G&A, and other indirect costs. The Contractor shall have an accounting system that follows Generally Accepted Accounting Principles (GAAP). This base contract and subsequent task orders are subject to audit.

The amount to be paid to the Contractor shall not exceed the hourly rates for disciplines listed in SECTION B, Clause B.28, entitled Rate Table for Pricing of CPFF. The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the contract and task orders to be issued. Task order proposals must justify proposed rates to the satisfaction of the Task Order Contracting Officer (TOCO).

The Contracting Officer determines which other direct costs are allowable, allocable, and fair and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2). For those other direct costs, the TOCO authorizes, Contractors are allowed to recover applicable indirect costs on these costs, if doing so is part of the Contractor's usual accounting procedures, consistent with the applicable cost principles and as prescribed in the contract.

Due to variations in workload, the Contracting Officer reserves the right to move unused contract value among CLINs. This decision is entirely within the discretion of the Government.



**B.17 FIRM FIXED PRICE**

Applicable labor rates for each Task Order issued under this contract will be as follows. If a discipline is not listed in SECTION B, Clause B.29, entitled Labor Rate Table for Pricing FFP, and is required for a specific task order, that labor rate shall be negotiated before the award of that Task Order.

The labor rates provided by the Contractor, and determined fair and reasonable by the Government, are legally binding and will be the maximum rates at the task order level; however, lower rates may be offered at the task order level. All hourly rates shall be fully loaded and include overhead, General/Administration (G&A), Labor Burden Fringes, and Profit. The amount to be paid to the Contractor shall not exceed the fully loaded hourly rates (including profit) as applicable for disciplines listed in SECTION B.29.

**B.18 CONTRACT LINE ITEMS**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	AMOUNT
CLIN 0001	PROGRAM SUPPORT AND LESSONS LEARNED Descriptive Data: The Contractor shall provide services IAW Section C.	NSP
CLIN 0002	ON-SITE MONITORING AND REPORTING Descriptive Data: The Contractor shall provide services IAW Section C.	NSP
CLIN 0003	BASELINE OVERSIGHT Descriptive Data: The Contractor shall provide services IAW Section C.	NSP
CLIN 0004	OPTIONAL OVERSIGHT Descriptive Data: The Contractor shall provide services IAW Section C.	NSP
CLIN 0005	TRAVEL AND OTHER DIRECT COSTS	NSP

NSP ~ Not Separately Priced

Other Direct Costs will constitute travel expenses under the resultant task order. Any cost 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.

**Note: All Task Orders issued will be applied to the guaranteed minimum quantity and maximum quantity as provided in the “Minimum Guarantee and Maximum Contract Ceiling” stated in Section B.5. Task Order proposals must utilize the not-to-exceed rates and factors delineated in Section B for pricing all task orders contemplated or issued in accordance with the “Task Ordering Procedure”.**

**B.19 FEE/PROFIT**

The fixed fee is **\$TBD**. The fee shall be paid for the performance of this contract. The Government shall pay the Contractor a percentage of the fixed fee that directly corresponds to the percentage of allowable costs being paid as specified in the contract.

Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Section I of the contract hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause.

In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of Cost, Limitation of Funds” the fixed fee shall be reduced in an amount to be calculated based on the level of effort as stated in the task order. \*To be applied at the Task Order level. The fee will be negotiated for each task order consistent with statutory limitations.

In the event of discontinuance of the work in accordance with the clause of the contract entitled “FAR 52.249-6 -Termination (Cost Reimbursement) (MAY 2004)”, the fee must be re-determined by agreement equitably to reflect the reduction in the work performed. Fixed Fee is only applicable to the Prime and Subcontractor’s labor. The fixed fee shall be considered a ceiling fixed fee which may be negotiated down to reflect the level of effort more accurately at the task order level. DOT/FTA utilizes the weighted guidelines method to establish a profit rate margin.

**B.20 INDIRECT COST RATES**

Provisional and Final applicable to (Prime and Subcontractor) --See Section B.24 and B.25

- a. Pursuant to the provisions of FAR 52.216-7 entitled “Allowable Cost & Payment (AUG 2018),” in Section I of this contract, the allowable Indirect Costs under this contract shall be obtained by applying the final rates or rates negotiated to the appropriate bases. The period or periods for which such rates will be established shall correspond to the Contractor’s fiscal year(s). The final rate proposal is to be submitted to the Contracting Officer. If the final rate proposal is submitted to the cognizant audit agency, the Contractor shall advise the Contracting Officer in writing when and to whom it was submitted.
- b. Pending establishment of final rates for any period, provisional reimbursement will be made based on the provisional rates shown below. To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by agreement. The Government will execute a contract modification upon receipt of DCAA’s or the audit agency’s indirect rate audit to incorporate the negotiated indirect rates. In the event the final indirect cost rates are less than the provisional rates, retroactive adjustments to both the applicable costs shall be made at the time of contract modification.



- c. The Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceilings stated below: \*\*\*In the event the audit determines final indirect cost rates are less than the original negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.
- d. Reimbursement will be limited to the negotiated indirect cost ceilings established in the contract and the Contractor's final rates are hereby limited to the negotiated indirect cost ceiling(s) stated above. The Government has no obligation to pay any additional amount to the Contractor should the final indirect cost rates exceed the negotiated ceilings as stated in the contract.
- e. In accordance with Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clause 52.216-7(d) (2), "Allowable Cost and Payment" (AUG 2018) incorporated by reference in this contract the Contracting Officer is responsible for negotiating provisional and/or final indirect cost rates: The period or periods for which such rates will be established shall correspond to the Contractor's fiscal year(s). The final rate proposal shall also be submitted to the Contracting Officer.
- f. 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 based on actual allowable costs are less than the ceiling rates agreed to herein, then the lower rates established by such cognizant audit activity shall apply.
- g. 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.21 PROVISIONS APPLICABLE TO DIRECT COSTS**

Notwithstanding the Clauses FAR 52.216-7, "Allowable Cost and Payment" (AUG 2018), and FAR 52.244-2, "Subcontracts (Cost-Reimbursement and Letter Contracts)" (JUN 2020), 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.22 TRAVEL/OTHER DIRECT COSTS**

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with FAR 52.216- 7, "Allowable Cost and Payment" (AUG 2018), and the Federal Travel Regulation (FTR) as applicable. These items will not be separately priced in this contract, but will be set forth, when applicable, on each task order. Profit/fee or other indirect rates shall not be allowed on travel or Other Direct Costs (ODC).

ODCs are established on a cost-reimbursement basis as appropriate depending on contract type, including travel costs, shall be pre-approved by the Contracting Officer Representative (COR) at the task order level and be allowable on the task order only if approved prior to the Contractor incurring these costs. See section H.34 for additional ODC information.

**B.23 WITHHOLDING OF CONTRACT PAYMENTS**

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled FAR 52.249-14, "Excusable Delays" (APR 1984) or "Default", as applicable.

The Government shall immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted IAW FAR 52.232-9.

**B.24 PROVISIONS APPLICABLE TO INDIRECT COSTS (PRIME)**

- 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" (AUG 2018). The application of this Indirect Cost Rate is permitted only to the extent that those costs are not already recovered as part of the Contractor's Loaded Labor Rates.
- b. Beginning with the effective date of this contract, indirect costs shall be reimbursed at the following provisional and/or ceiling rates:

Contractor	Type	Provisional	Ceiling Rate	Base for Application

**B.25 PROVISIONS APPLICABLE TO INDIRECT COSTS (SUBCONTRACTOR TEAM)**

In addition, the following rates have been established for reimbursement of indirect costs to the Subcontractor's identified below: Subcontractor Type Provisional Ceiling Rate Base for Application

Subcontractor	Type	Provisional	Ceiling Rate	Base for Application

**B.26 LABOR RATE REFRESHER**

- a. The labor rates are fixed for the total contract period of performance for each skill set as listed in Section B, Clauses B.28 and B.29. However, the Contractor may submit a proposal reducing the fixed labor rate at any time during the life of the contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the Section B, CLIN Rate Table.
- b. At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories and descriptions in addition to the Government labor categories. These additional labor categories and descriptions will be negotiated on a case-by-case basis (See Section G.) The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated by modification into the Section B.18, CLIN Rate Tables of this contract.

**B.27 OVERTIME**

All overtime must be approved in advance by the Contracting Officer. Such a request for overtime must be in writing, with a full justification as to why the need for overtime and the total proposed amount, by written communications, i.e., email, etc. The Contracting Officer may verbally grant overtime approval followed by written confirmation for emergency purposes only.

Any unauthorized overtime not approved in advance by a warranted Contracting Officer will be deemed an unallowable expense and will not be reimbursed.

**B.28 RATE TABLE FOR PRICING OF CPFF**

The Contractor is hereby authorized to incur the following maximum direct labor rate, including a maximum of 3.7% escalation per year, after the first year of performance, within the limits established in each negotiated Task Order as follows: The labor rates are composite team rates (Prime and all Subcontractors). The Government shall reserve the right to negotiate the escalation rate contingent upon the Consumer Price Index (CPI).

**\*Staff designated as Key Personnel/\*\* Mission Critical/ \*\*\* Consultant shall be placed as noted below:**

<b>CPFF Labor Category</b>	<b>Prime/ Subcontractor/ Consultant</b>	<b>Prime/ Subcontractor/ Consultant Employee Name</b>	<b>Year I Labor Rate</b>	<b>Year II Labor Rate</b>	<b>Year III Labor Rate</b>	<b>Year IV Labor Rate</b>	<b>Year V Labor Rate</b>
Program Manager*							
Task Order Manager I*							
Task Order Manager II*							
Systems Integration Engineer I							
Systems Integration Engineer II **							
Risk Assessment Manager I							
Risk Assessment Manager II**							
Civil/Environmental Engineer I							
Civil/Environmental Engineer II**							
QA/QC Manager**							
Systems Safety Manager							
Mechanical Engineer							
Cost Estimation Manager							
Project Scheduling Manager							
Vehicle Engineer							
Real Estate Manager							
Electrical Power Distribution Engineer I							
Electrical Power Distribution Engineer II							
Rail Transit Signal and Control Systems Engineer I							
Rail Transit Signal and Control Systems Engineer II							
Contract/Procurement Manager							
Transit Operations Manager							
Communications							

CPFF Labor Category	Prime/ Subcontractor/ Consultant	Prime/ Subcontractor/ Consultant Employee Name	Year I Labor Rate	Year II Labor Rate	Year III Labor Rate	Year IV Labor Rate	Year V Labor Rate
Engineer I							
Communications Engineer II							
Structural Engineer I							
Structural Engineer II**							
Buy America Expert I							
Buy America Expert II							
Tunneling Engineer							
Technical Writer**							
Clerical Support**							

**NOTE: Labor Rates for all associated task orders shall be in accordance with the negotiated rates in Section B.28, “Rate Table for Pricing of CPFF”.**

**NOTE: (To Be Inserted at Time of Award) THE REFERENCE SKILL-SET LABOR RATE IS SUBJECT TO RE-NEGOTIATION UPWARD OR DOWNWARD AS DEEMED FAIR AND REASONABLE TO THE GOVERNMENT IN THE EVENT THE PROPOSED PERSONNEL ARE REPLACED AND NO LONGER WORKING UNDER THE SUBJECT CONTRACT.**

## **B.29 LABOR RATE TABLE FOR PRICING FFP**

The labor rates are fully burdened composite team rates (Prime and all Subcontractor’s). The Government shall reserve the right to negotiate the escalation rate contingent upon the Consumer Price Index (CPI).

**\*Staff designated as Key Personnel/\*\* Mission Critical/ \*\*\* Consultant shall be placed as noted below:**

FFP Labor Category	Prime/ Subcontractor/ Consultant	Prime/ Subcontractor/ Consultant Employee Name	Year I Labor Rate	Year II Labor Rate	Year III Labor Rate	Year IV Labor Rate	Year V Labor Rate
Program Manager*							
Task Order Manager I*							
Task Order Manager II*							
Systems Integration Engineer I							
Systems Integration Engineer II**							
Risk Assessment Manager I							

<b>FFP Labor Category</b>	<b>Prime/ Subcontractor/ Consultant</b>	<b>Prime/ Subcontractor/ Consultant Employee Name</b>	<b>Year I Labor Rate</b>	<b>Year II Labor Rate</b>	<b>Year III Labor Rate</b>	<b>Year IV Labor Rate</b>	<b>Year V Labor Rate</b>
Risk Assessment Manager II**							
Civil/Environmental Engineer I							
Civil/Environmental Engineer II**							
QA/QC Manager**							
Systems Safety Manager							
Mechanical Engineer							
Cost Estimation Manager							
Project Scheduling Manager							
Vehicle Engineer							
Real Estate Manager							
Electrical Power Distribution Engineer I							
Electrical Power Distribution Engineer II							
Rail Transit Signal and Control Systems Engineer I							
Rail Transit Signal and Control Systems Engineer II							
Contract/Procurement Manager							
Transit Operations Manager							
Communications Engineer I							
Communications Engineer II							
Structural Engineer I							
Structural Engineer II**							
Buy America Expert I							
Buy America Expert II							
Tunneling Engineer							
Technical Writer**							

FFP Labor Category	Prime/ Subcontractor/ Consultant	Prime/ Subcontractor/ Consultant Employee Name	Year I Labor Rate	Year II Labor Rate	Year III Labor Rate	Year IV Labor Rate	Year V Labor Rate
Clerical Support**							

**B.30 WITHHOLDING OF FIXED FEE**

After payment of 85% of the fee, the Contracting Officer may withhold further payment of fee to establish a reserve to protect the interests of the Government. This reserve may not exceed 15% of the total fee, or \$100,000.00, whichever is less. Any fee withheld is payable upon submission of appropriate closing documents after final audit of the contract has been completed and all audit exceptions have been resolved with final approval by the Contracting Officer.

**(End of Section B)**

## 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 (recipients) in financing the acquisition, construction, reconstruction, and capital improvements of transit facilities under 49 U.S.C. Chapter 53. Hence, FTA has substantial oversight responsibilities to ensure capital projects are delivered under the terms of the respective grant or loan agreement and meet all Federal requirements.

The Office of Capital Project Management, within the Office of Program Management (TPM), develops and implements a program of project management oversight for major transit infrastructure projects. These projects include new Fixed Guideways, Core Capacity Projects, and Small Starts investments. The purpose of the Project Management Oversight Program is to ensure recipients have the technical capacity, capability, and appropriate plans to deliver the planned scope of major capital projects on schedule and within budget.

A significant portion of major capital projects are funded under 49 U.S.C. Section 5309 Capital Investment Grants (CIG). However, FTA also provides project level oversight for other projects such as the Urbanized Area Formula Projects, the State of Good Repair Formula Projects, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program and Transportation Infrastructure Finance and Innovation Act (TIFIA) Projects. FTA's latest authorization, the Bipartisan Infrastructure Law (BIL) authorizes Federal surface transportation activities for five years from Fiscal Year (FY)22 to FY26. The Bipartisan Infrastructure Law authorizes up to \$108 billion to support federal public transportation programs, including \$91 billion in guaranteed funding.

FTA's project management oversight authorities are codified in 49 U.S.C. 5327 Project Management Oversight. FTA has implemented 49 U.S.C. 5327 through Regulation 49 CFR 633 Project Management Oversight. 49 CFR 633 requires a recipient of a major capital project to develop and implement a Project Management Plan (PMP) approved by FTA to receive Federal financial assistance. The PMP must be tailored to the type, costs, complexity, and phase of the major capital project, and to the recipient's management capacity and capability. A PMP must be written to a level of detail sufficient to enable the recipient to determine whether the necessary staff and processes are in place to control the scope, budget, schedule, and quality of the project, while managing the safety and security of all persons. A PMP must be developed with a sufficient level of detail to enable FTA to assess the adequacy of the recipient's plan.

The Secretary may make a grant under 49 U.S.C. Chapter 53 for new starts projects, small starts projects, or core capacity improvement projects, if the Secretary determines that:

- a. The project is part of an approved transportation plan required under sections 5303 and 5304.
- b. The applicant has, or will have:
  - (i) The legal, financial, and technical capacity to carry out the project, including the safety and security aspects of the project.
  - (ii) Satisfactory continuing control over the use of the equipment or facilities; and



- (iii) The technical and financial capacity to maintain new and existing equipment and facilities.

FTA also monitors grants to confirm that each recipient establishes reasonable procedures and complies with the requirements referenced in FTA Circular 5010.1, "Award Management Requirements". Overall, the FTA must ensure that recipients execute authorized projects professionally, efficiently, safely, and in accordance with applicable laws and regulations. To assist FTA in fulfilling this responsibility, the Contractor shall provide Project Management Oversight (PMO) services for major capital projects in accordance with Task Order assignments made pursuant to the terms of the contract.

## **C.2 OBJECTIVE**

The objective of the PMO contracts is to provide FTA support in carrying out its project management oversight responsibilities. Project management oversight is the risk-informed monitoring of the recipient's management of a major capital project's progress to determine whether the project is on time, within budget, in conformance with design and quality criteria, in compliance with all applicable Federal requirements, constructed to approved plans and specifications, delivering the identified benefits, and safely, efficiently, and effectively implemented. This support includes Contractors performing professional services, delivering products and producing outcomes that are derived from, based upon, or contain the following: (1) sufficient quantities of reliable, relevant, and useful Contractor or third-party data and information (2) properly structured and clearly identified professional opinions, and analysis (3) personnel performing services only in areas of their demonstrated competence, and (4) quantitative techniques that meet or exceed FTA's requirements.

Specific performance requirements will be set forth in individual Task Orders awarded during the Period of Performance of this Contract. The Contractors shall provide high quality support related to the requirements specified below. Key services include the review of PMP's and the recipient's management capacity and capability to ensure the successful delivery of the project scope within budget, schedule, and in accordance with all applicable Federal requirements. Products and services delivered under this contract will assist FTA in accomplishing its legislatively mandated mission. This includes assessing and evaluating the effectiveness and efficiency of project sponsor's development and implementation of federally assisted transit projects, and ensuring that the recipient is capable of the following:

- ❖ Providing continuous administrative and management direction for project operations.
- ❖ Providing adequate technical inspection and supervision of all work in progress for conformance with approved plans and specifications, using qualified professionals.
- ❖ Monitoring grant and project activities to ensure that schedules are met, and other performance goals are achieved.
- ❖ Keeping project expenditures within an established measure of the latest approved project budget.

The Contractor services or products should not convey any real or apparent perception to the recipient organization, or its management that the recipient 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 special assistance, conduct special oversight, and special studies, such as emergency support and other work as directed. The geographic scope of this requirement includes the United States and its territories. Specific requirements will be further identified and defined at the Task Order level.

The mission of FTA's PMO program is to protect federal investments in transit infrastructure by providing effective, risk-based oversight of the recipient's delivery of major capital projects. For a number of years, the FTA has engaged Contractors to review major capital projects during project development, engineering, and construction. FTA has Oversight Procedures (OPs) that provide technical guidance for PMOCs and other stakeholders to address the format for certain deliverables and the metrics for certain project reporting requirements.

### **C.3 CONTRACT MANAGEMENT AND ADMINISTRATION**

The Contractor shall provide project management, administrative, staffing, planning, scheduling, etc., services required by the Contract and/or Task Order. These activities include, but are not limited to the following:

- ❖ All activities associated with submitting proposals to the Agency in concert with the negotiated Task Order requirements.
- ❖ All activities associated with recruiting and hiring staff, such as advertising, screening applicants, interviewing, reference checking, etc.
- ❖ Maintaining "in-house" skills, teaming and/or subcontract arrangements to ensure staff with the requisite experience, skills and knowledge are available on short notice.
- ❖ Screening and processing prospective contract staff to ensure all Contractor employees used under this contract meet personnel hiring and security clearance requirements.
- ❖ All activities associated with management of the Contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, maintenance, etc.
- ❖ Utilizing electronic means to conduct business transactions such as Implementation Plans, Task Order Requests for Proposals (TORPs), email to support administration of active task orders, Contractor invoicing, and electronic funds transfer for payment of approved invoices. **Note:** After contract award, the Contractor and the Contracting Officer shall agree on the methods and scope of electronic communications that the Contractor shall follow during the contract period.
- ❖ Ensuring facilities used for the Contractor's performance of this contract meet all physical security requirements of the contract.

- ❖ Planning, scheduling, and procuring airfare, lodging accommodations, and ground transportation for all approved travel by Contractor personnel. Ensuring that invoiced travel costs are itemized in accordance with the Government travel guidelines in effect at the time of travel.
- ❖ Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.
- ❖ Compiling billing data and corresponding back-up data such as timesheets or travel vouchers. Tracking invoices and deliverable submissions.
- ❖ The Contractor is responsible for tracking and safeguarding Government furnished materials.
- ❖ The Contractor shall reimburse the Government for any government furnished equipment that is damaged or lost or stolen while in the Contractor's possession.
- ❖ All activities associated with managing subcontractors/team members, such as identifying and qualifying personnel, negotiating subcontracts, reviewing invoices, ensuring compliance with the security and other requirements of this Contract, etc.

The above items are NOT separately priced or billable under the Contract or any Task Order.

#### **C.4 DEFINITIONS**

This section contains a glossary of common definitions used throughout this document:

- a. Contracting Officer (CO): The Contracting Officer has the authority to award, 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 Representative (COR) or Alternate COR (ACOR): The Contracting Officer Representatives (COR) and Alternate Contracting Officer Representatives (ACOR) act as liaisons with the Contractor during the performance of the contract. CORs and ACORs receive delegation from the CO to direct the technical effort being performed under the contract, and to monitor the progress and quality of the Contractor's performance in accomplishing tasks required by task orders.
- c. Major Capital Project: As defined by 49 CFR 633.5, a project that:
  - (1) Involves the construction, expansion, rehabilitation, or modernization of a fixed guideway that:
    - (i) Has a total project cost of \$300 million or more and receives Federal funds of \$100 million or more; and
    - (ii) Is not exclusively for the acquisition, maintenance, or rehabilitation of vehicles or other rolling stock; or
  - (2) The Administrator determines to be a major capital project because project management oversight under this part will benefit the Federal government or the recipient, and the project is not exclusively for the acquisition, maintenance, or rehabilitation of rolling stock or other vehicles. Typically, this means a project that:
    - (i) Involves new technology.

- (ii) Is of a unique nature for the recipient; or
  - (iii) Involves a recipient whose past record indicates the appropriateness of extending project management oversight under this part.
- d. Oversight Procedures (OPs): Guidance provided by FTA for use by its Contractors in performing oversight of major capital projects. Though the Task Orders provide specific direction on the products and services to be provided, the OPs provide general guidance and uniformity. The latest version of the OPs is provided in Section J.
- e. Project Management Oversight (PMO): Project Management Oversight means the risk-informed monitoring of the recipient's management of a major capital project's progress to determine whether the project is on time, within budget, in conformance with design and quality criteria, in compliance with all applicable. Federal requirements, constructed to approved plans and specifications, delivering the identified benefits, and safely, efficiently, and effectively implemented.
- f. Project Management Oversight Contractor (PMOC): A Prime Contractor under contract with the FTA to provide project management oversight of major capital projects.
- g. Project Management Plan (PMP): A Project Management Plan means a written document prepared by a recipient that explicitly defines all tasks necessary to implement a major capital project. A project management plan may be a single document, or a series of documents or sub plans integrated with one another into the project management plan either directly or by reference for the purpose of defining how the recipient will effectively manage, monitor, and control all phases of the project.
- h. Task Order (TO): A Task Order is a contractual and obligating document that includes a task description, budget, and period of performance. Task Orders are awarded by the CO against the respective Base Contract under this indefinite-delivery/indefinite-quantity contract and outline the products and services required.
- i. Technical Assistance: Assistance and guidance provided to a recipient as necessary, in the development of technical plans, analyses, etc.
- j. Management Capacity and Capability: A set of processes inclusive of resources and authority, that are defined, implemented, and maintained by the recipient. These processes are measured to demonstrate recipient responsibilities for grant administration and management.
- k. Implementation Plan: The Implementation Plan (IP). The IP is method of directing work under the scope of the task order. The IP is administered by FTA, and the respective Headquarters or Regional Offices, via the CO/COR/ACOR for each Task Order through their delegated authority from the Contracting Officer.
- l. Recipient means a direct recipient of Federal financial assistance or the sponsor of a major capital project.
- m. Sponsor means the entity designated to deliver the project per the terms set forth in the grant agreement.

## **C.5 DELINEATION OF TASKS**

Contract and Task Order management is a key element of the PMO Program. The objective is to provide program management, project control and contract administration elements to manage the large volume of awards. The PMOC shall perform tasks, produce deliverables, and deliver services as stated in the Base Contract and Task Order award documents. Task orders may include all or some of the tasks, deliverables, and or services as described in the Statement of Work. Unless otherwise stated in the Task Order, the PMOC shall produce deliverables and perform services in conformance with the current version of FTA's Oversight Procedures (OPs).

These OPs are found in Section J. In support of all tasks, the PMOC shall review project documents, conduct on- site visits, and perform interviews in sufficient detail to become familiar with the aspects of the project. Typical documents to be reviewed may include project management plans, design criteria, plans, specifications, environmental reports, cost estimates, third party agreements, contract packages, organizational charts, rolling stock fleet management plans, real estate acquisition plans, operation plans, maintenance plans, start-up and testing plans, safety and security plans, project performance, and forecasting analysis. Typical personnel to be interviewed could include project personnel, project design and construction staff, consultants, and suppliers.

## **C.6 LABOR CATEGORIES AND MINIMUM PERSONNEL REQUIREMENTS**

Listed below is description for each Labor Category. Some are defined as Key Personnel or Mission Critical Personnel. These categories have been deemed as necessary for the FTA to execute its mission in accordance with the terms and conditions defined in the Base Contract and TO. The evolving responsibilities may require additional support for the Project Management Oversight services that are currently not known. High quality services delivered in a timely and cost- effective manner will be the primary criteria for the work performed under the Base Contract and TO. All core disciplines within the scope of this Base Contract and at the individual TO level require effective and high performance.

A Prime Contractor must always maintain an adequate workforce that ensures the FTA an uninterrupted performance of all tasks defined within this SOW for the above reasons. Due to the critical nature of the work, all personnel on this contract are considered highly important.

Hence, the Contractor shall ensure that all Key Personnel and Mission Critical Personnel are filled no later than twenty (20) calendar days (See Subsection C.6b. MINIMUM PERSONNEL REQUIREMENTS) after contract award. When hiring personnel, the Contractor shall keep in mind that stability and continuity of the workforce are essential under the PMO program.

All Offerors shall provide a resume for this solicitation for Key Personnel and/ Mission Critical Personnel (See Subsection C.6b. MINIMUM PERSONNEL REQUIREMENTS).

**Key Personnel:** The Contractor shall identify Key Personnel within the proposal and shall acknowledge that all personnel assigned demonstrate knowledge, skills, and expertise in their respective functional areas to perform tasks within the SOW.

**\* Denotes Key Personnel** - Certain skilled experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Their resumes are submitted for evaluation of the proposal.

<b>*Program Manager</b>
<b>*Task Order Manager I</b>
<b>*Task Order Manager II</b>

**\*\* Denotes Mission Critical Personnel** - Certain skilled experienced professional and/or technical personnel are required for successful accomplishment to support mission-essential functions such as risk reviews, scheduling reviews, engineering reviews, Buy America reviews, or other essential functions that could impact the project schedule. Their resumes are submitted for evaluation of the proposal.

<b>**Systems Integration Engr II</b>
<b>**Risk Assessment Manager II</b>
<b>**Civil/Environmental Engineer II</b>
<b>** QA/QC Manager</b>
<b>** Structural Engineer II</b>
<b>** Technical Writer</b>
<b>** Clerical Support</b>

#### **C.6a LABOR CATEGORIES**

The Contractor shall utilize the Government Labor Categories (GLCs) listed below in the performance of all Task Orders awarded under this contract. The narratives include typical responsibilities for these skillsets. The Government reserves the right to add and/or delete GLCs over the life of the contract.

#### **C.6b MINIMUM PERSONNEL REQUIREMENTS**

All personnel utilized in performance of this Contract, and any Task Order awarded thereunder, unless otherwise approved by the Contracting Officer, shall meet the following minimum educational and experience requirements. It should be noted, for any category requiring a Professional Engineer's License, the Contractor shall include on the respective resume the State or Jurisdiction where the license was obtained, the license number, and the date of expiration. Similarly, for any category requiring a certificate, the resume shall include the entity that awarded it, the certificate number, and the date of expiration.

Licensed Contractor personnel are required to maintain licensure throughout the life of the contract or Task Order. Key Personnel will be employed by only one prime contractor.



If the licensed Contractor personnel fail to maintain an active license or certificate, or the requested license or certificate lapses during the Period of Performance of the Contract or Task Order, then the Contractor shall substitute personnel with the requested license or certification and comparable skills to the Government within forty-eight (48) hours. No substitution will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel meet the minimum requirements set forth in the Contract.

The Contractor shall report on and certify annually the active status of all licensed contractor personnel in the requested fields in accordance with the contract. This certification shall include the State or Jurisdiction where the license was obtained, the license number, and the date of expiration.

**Waivers of minimum personnel requirements as defined within this Subsection shall be submitted to the Contracting Officer to be reviewed on a case by case basis if it is determined to be in the best interest of the Government.**

**\*Program Manager:** The Program Manager is responsible for creating the firm's business environment or culture to ensure high-quality services are provided and all terms and conditions of this Contract are met. The individual shall be responsible for leading their overall PMO program effort by organizing and managing task workloads within established budget and schedule guidelines and providing management of the overall activities and staff. The Program Manager also establishes budgets, forecasts, manpower estimates, equipment, and supply needs. The individual shall be the Contractor's primary point of contact in all base contract-level communications with the Government. The Program Manager shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant.

**\*Program Manager:** Minimum of 12 years of management experience in Project Planning, Engineering, and Construction of major capital projects with at least 5 of the 12 years in project management oversight in passenger rail or related modes.

- Shall have a Bachelors Degree in Engineering from an Accreditation Board for Engineering and Technology (ABET) Accredited Program or a Bachelor of Architecture from a National Architectural Accrediting Board (NAAB) Accredited Program OR licensure as a Professional Engineer in the United States.
- Program (PgMP) or Project Management Professional (PMP) or Certified Construction Manager (CCM) certification is required.
- Required to be an employee of the Prime Contractor(s) (no subcontractors).
- The resume should highlight experience in passenger rail or related transportation modes for the eight management elements shown below:
  - Engineering design
  - Project planning
  - Construction
  - Public outreach
  - Federal grant process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA's New Starts program

**\*Task Order Manager I:** The Task Order Manager I is responsible for managing the day-to-day Task Order activities and will be the primary point of contact to the Contracting Officer Representative, Alternate Contracting Officer Representative, and typically, the project sponsor. The Task Order Manager I is responsible for organizing and managing task workloads within established budget and schedule guidelines and shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant.

The Task Order Manager I shall be restricted to work on major capital transit projects for the following modes: Commuter Bus, Bus, Bus Rapid Transit, Demand Response, Demand Response – Taxi, and Ferryboat.

\* Task Order Manager I: Minimum of 7 years of project experience with 3 of the 7 years related to major capital transit projects in Project Planning, Engineering, and Construction of major capital projects.

- Shall have a Bachelors Degree in Engineering from an ABET Accredited Program or a Bachelor of Architecture from a NAAB Accredited Program OR licensure as a Professional Engineer in the United States.
- Project Management Professional or Certified Construction Manager (PMP or CCM) certification is required.
- Required to be an employee of the prime contractor(s) (no subcontractors).
- The resume should highlight experience in commuter bus, bus, Bus Rapid Transit, Demand Response, Demand Response –Taxi, and Ferryboat or related transportation modes for the eight elements shown below:
  - Engineering design management
  - Project planning management
  - Construction management
  - Public outreach management
  - Federal grant management process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA's Capital Investment Grant program

**\* Task Order Manager II:** The Task Order Manager II is responsible for managing the day-to-day Task Order activities and will be the primary point of contact to the Contracting Officer Representative, Alternate Contracting Officer Representative, and typically, the project sponsor. The Task Order Manager II is responsible for organizing and managing task workloads within established budget and schedule guidelines and shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant. The Task Order Manager II has no restrictions on modes.



\* Task Order Manager II: Minimum of 12 years of project experience with 6 of the 12 years related to major capital transit projects in Project Planning, Engineering, and Construction of major capital projects.

- Shall have a Bachelors Degree in Engineering from an ABET Accredited Program or a Bachelor of Architecture from a NAAB Accredited Program OR licensure as a Professional Engineer in the United States.
- Project Management Professional or Certified Construction Manager (PMP or CCM) certification is required.
- Required to be an employee of the Prime Contractor(s) (no subcontractors).
- The resume should highlight experience in passenger rail or related transportation modes for the eight elements shown below:
  - Engineering design management
  - Project planning management
  - Construction management
  - Public outreach management
  - Federal grant management process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA's Capital Investment Grant program

**Systems Integration Engineer I:** The Systems Integration Engineer I provides professional expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's system integration plans and supporting documentation.

Systems Integration Engineer I: Minimum of 7 years of experience in Systems Engineering and Integration on major capital projects with 3 of the 7 years as Systems Integration Engineer in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Systems, Electrical, or Mechanical Engineering or a related field.
- Experience with design and integration of signals, communication propulsion power systems, and control center engineering is desired.
- Experience evaluating and testing rail transit signal and control systems integration of software for real-time embedded systems using model-based software development tools is desired.

**\*\*Systems Integration Engineer II:** The Systems Integration Engineer II provides professional expertise in the oversight of FTA-funded major capital transit projects. This individual shall have significantly more experience than the Systems Integration Engineer I. The Systems Integration Engineer II provides professional expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's system integration plans and supporting documentation.

**\*\*Systems Integration Engineer II:** Minimum of 12 years of experience in Systems Engineering and Integration on major capital projects with 6 of the 12 years as Systems Integration Engineer in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Systems, Electrical, or Mechanical Engineering or a related field.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with design and integration of signals, communication propulsion power systems and control center engineering are required.
- Experience evaluating and testing rail transit signal and control systems integration of software for real-time embedded systems using model-based software development tools is required.

**Risk Assessment Manager I:** The Risk Assessment Manager I provides professional risk expertise in the oversight of FTA-funded major capital transit projects. These individuals review project sponsor's risk management plans and supporting documentation. The Risk Assessment Manager I is responsible for performing risk and contingency reviews for FTA-funded major capital transit projects by serving as a technical resource and subject matter expert in risk assessment and mitigation. The Risk Assessment Manager I should have expert knowledge in performing Monte Carlo and other comparable simulations.

Risk Assessment Manager I: Minimum of 7 years of overall experience working on risk assessments with 3 of the 7 years in passenger rail or related transportation modes and 3 of the 7 years of experience planning, designing, and implementing an overall risk management process for an organization.

- Must have a Bachelors Degree in Engineering, Architecture, Economics, Computer Science, Statistics, Business Management, or a related field.
- Certification as a Risk Management Professional (PMI-RMP or DRMP) is required.
- Knowledge in performing probability modeling using factoring and Monte Carlo and other comparable simulations for risk analysis related to cost and schedule values.

**\*\*Risk Assessment Manager II:** The Risk Assessment Manager II provides professional risk expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's risk management plans and supporting documentation. The Risk Assessment Manager II shall have significantly more experience than the Risk Assessment Manager I. This individual is responsible for performing risk and contingency reviews for FTA-funded projects. Serves as a technical resource and subject matter expert in risk assessments. The Risk Assessment Manager II should have expert knowledge in performing Monte Carlo and other comparable simulations for risk analysis calculations.

**\*\*Risk Assessment Manager II:** Minimum of 12 years of overall experience working on risk assessments with 5 of the 12 years in passenger rail or related transportation modes and 6 of the 12 years of experience planning, designing, and implementing an overall risk management process for an organization.

- Must have a Bachelors Degree in Engineering, Architecture, Economics, Computer Science, Statistics, Business Management, or a related field.
- Certification as a Risk Management Professional (PMI-RMP or DRMP) is required.
- Expert knowledge in performing probability modeling using factoring and Monte Carlo simulation for risk analysis related to cost and schedule values.
- Familiarity with FTA's risk assessment procedure and Excel model is desired.

**Civil Engineer/Environmental Engineer I:** The Civil Engineer/Environmental Engineer I provides professional civil engineering expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for civil works and supporting documentation. Serves as a technical resource and subject matter expert in civil engineering.

Civil Engineer/Environmental Engineer I: Minimum of 7 years of overall experience as a Civil Engineer/Environmental Engineer with 3 of the 7 years of experience in major capital transit projects. Resume shall demonstrate experience in Project Planning, Engineering, Design, and Construction of major capital projects including passenger rail or related transportation modes.

- Must have a Bachelors Degree in Civil Engineering/Environmental Engineering from an ABET Accredited Program.
- Experience with station design and architecture including experience with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) guidelines and level boarding is desirable.
- Experience with seismology is preferred.
- Experience with geotechnical analysis including planning, design and construction of tunnels, shallow foundations, and other underground works is preferred.

**\*\*Civil Engineer/Environmental Engineer II:** The Civil Engineer/Environmental Engineer II provides professional civil engineering expertise in the oversight of FTA-funded major capital transit projects. The Civil Engineer II has significantly more experience than the Civil Engineer I. The Civil Engineer/Environmental Engineer II reviews project sponsor's plans for civil works and supporting documentation and serves as a technical resource and subject matter expert in civil engineering for transit projects.

**\*\*Civil Engineer/Environmental Engineer II:** Minimum of 12 years of overall experience as a Civil Engineer/Environmental Engineer with 5 of the 12 years of experience with major capital transit projects. Resume shall demonstrate experience in Project Planning, Engineering, Design, and Construction of major capital projects including passenger rail or related transportation modes.

- Must have a Bachelors Degree in Civil Engineering/Environmental Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with station design and architecture including experience with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) guidelines and level boarding is desirable.
- Experience with seismology is preferred.
- Experience with geotechnical analysis including planning, design and construction of tunnels, shallow foundations and other underground works is preferred.

**\*\*QA/QC Manager:** The QA/QC Manager provides quality assurance and quality control expertise in the oversight of FTA-funded major capital transit projects. The QA/QC Manager reviews project sponsor's quality management plans and supporting documentation to ensure that projects are being built safely on budget, on schedule, within scope, and in conformance with applicable regulations and guidelines.

The Contractor shall provide a Quality Assurance Surveillance Plan (QASP) as part of their proposal. The QA/QC Manager shall be responsible for administering the QASP throughout the Period of Performance of the Contract. The QA/QC Manager assigned to the development, administration, and daily functions of the QASP shall be fully trained in their areas of responsibility which may include instruction and procedure development; product quality monitoring; inspection techniques; and inspection data management and analysis.

**\*\*QA/QC Manager:** Minimum of 7 years of quality management experience with at least 3 of the 7 years as Quality Assurance/Quality Control (QA/QC) manager.

- Must have a Bachelor Degree in Engineering, Architecture, Business, Construction, or a related field.
- Experience in setting up at least one quality management plan or system for an agency or significant revision of an agency's existing plan or system.
- Certified Manager of Quality/Organizational Excellence (CMQ/OE) Certification or Certified Quality Engineer (CQE) or at least 7 years of experience as a Quality Engineer, Quality Auditor, Quality Improvement Associate, Quality Inspector, Quality Process Analyst, or Reliability Engineer.

**Systems Safety Manager:** The Systems Safety Manager provides safety expertise by reviewing project sponsor's safety plans and supporting documentation. Serves as a technical resource by reviewing Site Specific Work Plans and Job Safety Analyses.

Systems Safety Manager: Minimum of 7 years of Safety Systems Experience with at least 3 of the 7 years as Safety Systems Manager in Design, Engineering, and Construction of passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Architecture, Business, Construction, or a related field.
- Experience in the application of MIL-STD-882C Military Standard: System Safety Program Requirement.
- Experience with Fire Life Safety and Ventilation (NFPA 130) or equivalent program is required.
- Transit Safety and Security Program (TSSP) Certificate is desirable but not required.

**Cost Estimation Manager:** The Cost Estimation Manager provides cost estimation expertise by reviewing project sponsor's cost estimates. Serves as a technical resource and subject matter expert in transit project budgeting and cost estimation.

Cost Estimation Manager: Minimum of 7 years of cost estimating experience with at least 3 of the 7 years as Cost Estimating Manager in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Construction Management, Business, or related field.
- Must have experience in analysis of engineering systems and project management.
- Registration as Certified Cost Professional (CCP)/Certified Estimating Professional (CEP) is desirable but not required.

**Project Scheduling Manager:** The Project Scheduling Manager provides scheduling expertise in the oversight of FTA-funded major capital transit projects. The Project Scheduling Manager will review a project sponsor's schedule for the project and supporting documentation and serves as a technical resource and subject matter expert in transit project scheduling.

Project Scheduling Manager: Minimum of 7 years of scheduling experience in the development and maintenance of Critical Path Method (CPM) schedules with at least 3 of the 7 years as a Scheduling Manager in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Construction Management, Business, Architecture, or a related field.
- Licensure as an Earned Value Professional (EVP) Planning & Scheduling Professional (PSP) or PMI Scheduling Professional (PMI-SP) is required.
- Resume must document proficiency in a project scheduling software such as Microsoft Project, Primavera, etc.

**Vehicle Engineer:** The Vehicle Engineer provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Vehicle Engineer reviews project sponsor's plans pertaining to vehicle acquisition and vehicle types as well as fleet management plans and other supporting documentation. Serves as a technical resource and subject matter expert in transit vehicles.

Vehicle Engineer: Minimum of 7 years of experience with vehicles (rail or bus) and expertise in the following elements:

- Vehicle design including preparation of design criteria, vehicle analysis and vehicle specifications, or vehicle procurement (e.g., writing a vehicle procurement plan, Request for Proposal (RFP), evaluation, and award), or project management for a vehicle builder.
- Vehicle procurement (e.g., writing a vehicle procurement plan, Request for Proposal (RFP), evaluation, and award), or project management for a vehicle builder or related engineering experience with public transportation rolling stock.
- Must have a Bachelors Degree in Systems, Electrical, or Mechanical Engineering from an ABET Accredited Program.
- Demonstrated experience with Americans with Disability Act (ADA) requirements for transit vehicles.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.

**Real Estate Manager:** The Real Estate Manager provides real property acquisition expertise in the oversight of FTA-funded major capital transit projects by reviewing and monitoring project sponsor's real estate acquisition management plans (RAMPs) and other supporting documentation to ensure projects are compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act) and its implementing regulations at 49 CFR part 24. The Real Estate Manager may conduct spot checks or process/program reviews leading to draft reports for the duration of the project to validate Uniform Act compliance. These individuals serve as a technical resource and subject matter expert on requirements related to appraisal and valuation, acquisition and negotiations, relocation assistance, and real property management.

Real Estate Manager: Minimum of 7 years of comprehensive experience with the Uniform Act to include extensive knowledge of and practical experience with implementing appraisals, acquisitions, relocations, and real property management activities. Two of the seven years must include experience providing project level real estate acquisition oversight services.

- Bachelors Degree in Real Estate, Business, Public Administration, or a closely related field. Education requirement may be substituted with a professional designation, right of way certification, or license in a real estate field (i.e., SR/WA, MAI, R/W-URAC professional designations) if the individual meets the minimum Uniform Act compliance experience requirements for a Real Estate Manager.
- Professional designation, right of way certification, or license related to real estate acquisition is desirable but not required if the bachelor's degree requirement is met.
- Resume shall demonstrate extensive knowledge of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and its implementing regulations at 49 CFR part 24.
- Resume shall demonstrate extensive knowledge of FTA Circular 5010 Award Management Requirements policy guidance and its applications related to real property acquisition and FTA Real Estate Acquisition Management Plan (RAMP) requirements.
- Experience with the following must be included in the resume narrative:
  - Knowledge of commonly applied real estate principles, rules, regulations, and practices as it relates to the acquisition of real property interests for federally assisted projects.



- Knowledge of appraisal principles and practices necessary to estimate fair market value of real property to be acquired for a federally assisted project.
- Developing scope, scheduling, and budget/cost estimates, and evaluating tracking documents related to real estate acquisition for federally assisted projects.
- Conducting spot checks (and reporting) on specific parcel acquisitions to verify and ensure recipient Uniform Act compliance to include project level process reviews (and reporting) on project acquisitions.
- Environmental laws and regulations as they relate to federally assisted real property acquisition activities.

**Contract/Procurement Manager:** The Contract/Procurement Manager provides expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for contracting/procurement and supporting documentation. Serves as a technical resource and subject matter expert in contract and procurement management on transit projects.

Contract/Procurement Manager: Minimum of 7 years of experience in procurement planning and management on large capital projects with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Business, or a related field.
- Knowledge of legal contracts, claims, negotiation of contracts, project delivery method, and Federal Acquisition Regulations is required.

**Transit Operations Manager:** The Transit Operations Manager provides expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for operations of the transit system and supporting documentation. Serves as a technical resource and subject matter expert in transit operations.

Transit Operations Manager: Minimum of 7 years of experience in planning and operation of transit systems with at least 3 of the 7 years as a transit systems operations manager.

- Must have a Bachelors Degree in Engineering, Business, or a related field.
- Must have a comprehensive knowledge of fleet management plan development, transit capacity, and operational analysis and scheduling of transit operations.

**Communications Engineer I:** The Communications Engineer I provides professional engineering expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans related to implementing electronic and communication facilities for the project and other supporting documentation. Serves as a technical resource and subject matter expert in communications on transit projects.

Communications Engineer I: Minimum of 7 years of experience in designing and implementing electronic and related communications systems with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering.
- Knowledge of Internet and Computing Technologies, Structured Cabling, Fiber Optic Networks, LAN/WAN systems, and Intrusion Detection is desired.

**Communications Engineer II:** The Communications Engineer II provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Communications Engineer II has significantly more experience than the Communications Engineer I. The Communications Engineer II reviews project sponsor's plans related to implementing electronic and communication facilities for the project and other supporting documentation. Serves as a technical resource and subject matter expert in communications on transit projects.

Communications Engineer II: Minimum of 12 years of experience in designing and implementing electronic and related communications systems with at least 6 of the 12 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering.
- Knowledge of Internet and Computing Technologies, Structured Cabling, Fiber Optic Networks, LAN/WAN systems, and Intrusion Detection is required.
- Licensure as a Professional Engineer (PE) in the United States is required.

**Electrical Power Distribution Engineer I:** The Electrical Power Distribution Engineer I provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Electrical Power Distribution Engineer reviews project sponsor's plans, specifications and documents related to electrical utilities, power systems, equipment, distribution stations, power lines, and traction power systems. They should be knowledgeable in both new electrical power systems and retrofitted systems. The Electrical Power Distribution Engineer reviews will check for compliance with all applicable industry codes and standards.

Electrical Power Distribution Engineer I: Minimum of 7 years of experience in designing and implementing electrical and traction power distribution systems with at least 3 of the 7 years in passenger rail transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer in the United States is desirable but not required.
- Experience with 11,000/25,000-volt alternating current overhead catenary traction power distribution and/or with 600 - 1,500-volt direct current overhead or third rail traction power distribution as required by the project is desired.
- Knowledge of electrical and traction power distribution systems and related switchgear and substation facilities is desired.

**Electrical Power Distribution Engineer II:** The Electrical Power Distribution Engineer II provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Electrical Power Distribution Engineer reviews project sponsor's plans, specifications and documents related to electrical utilities, power systems, equipment, distribution stations, power lines, and traction power systems. They should be knowledgeable in both new electrical power systems and retrofitted systems. The Electrical Power Distribution Engineer reviews will check for compliance with all applicable industry codes and standards. The Electrical Power Distribution Engineer II has significantly more experience than the Electrical Power Distribution Engineer I.



Electrical Power Distribution Engineer II: Minimum of 12 years of experience in designing and implementing electrical and traction power distribution systems with at least 6 of the 12 years in passenger rail transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with 11,000/25,000-volt alternating current overhead catenary traction power distribution and/or with 600 - 1,500-volt direct current overhead or third rail traction power distribution as required by the project is required.
- Knowledge of electrical and traction power distribution systems, related switchgear and substation facilities is required.

**Rail Transit Signal and Control Systems Engineer I:** The Rail Transit Signal and Control Systems Engineer I will review documentation in the analysis of the design and implementation of Positive Train Control and Communications Based Train Control systems including aspects related to equipment installed on vehicles, wayside devices, as well as, centralized and distributed computer systems.

Rail Transit Signal and Control Systems Engineer I: Minimum of 7 years of experience in designing and implementing electronic and related rail transit signal and control systems with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.
- Knowledge of and experience with Positive Train Control, Communications Based Train Control, Control Center Engineering, and/or railroad block signal systems, and associated communication and control systems as required by the project is desired.

**Rail Transit Signal and Control Systems Engineer II:** The Rail Transit Signal and Control Systems Engineer II shall review documentation in the analysis of design and implementation of Positive Train Control and Communications Based Train Control systems including aspects related to equipment installed on vehicles, wayside devices, as well as, centralized and distributed computer systems. The Rail Transit Signal and Control Systems Engineer II will have significantly more experience than a Rail Transit Signal and Control Systems Engineer I.

Rail Transit Signal and Control Systems Engineer II: Minimum of 12 years of experience in designing and implementing electronic and related rail transit signal and control systems with at least 6 of the 12 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Knowledge of and experience with Positive Train Control, Communications Based Train Control, Control Center Engineering, and/or railroad block signal systems, and associated communication and control systems as required by the project is required.

**Structural Engineer I:** The Structural Engineer I provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Structural Engineer I reviews project sponsor's plans pertaining to structural work. Serves as a technical resource and subject matter expert in structural engineering aspects of transit projects.

Structural Engineer I: Minimum of 7 years of overall experience as a Structural Engineer and 3 of the 7 years of experience with major capital transit projects. Has experience in Project Planning, Engineering, Design, and Construction of major capital projects.

- Must have a Bachelors Degree in Civil Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.
- Experience with seismology is preferred.

**\*\*Structural Engineer II:** The Structural Engineer II provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Structural Engineer II reviews project sponsor's plans pertaining to structural work. The Structural Engineer II has significantly more experience than a Structural Engineer I. Serves as a technical resource and subject matter expert in structural engineering aspects of transit projects.

\*\*Structural Engineer II: Minimum of 12 years of overall experience as a Structural Engineer 5 of the 12 years of experience with major capital transit projects. Has experience in Project Planning, Engineering, Design, and Construction of major capital projects.

- Must have a Bachelors Degree in Civil Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Resume shall demonstrate a minimum of 3 years of experience as an Engineer of Record where the candidate was responsible for reviewing and sealing drawings,
- Experience with seismology is preferred.

**Mechanical Engineer:** The Mechanical Engineer provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. Serves as a technical resource expert in mechanical engineering principles to review project sponsor's design products such as engines, instruments, controls, robots, electric generators, internal combustion engines, steam and gas turbine engines, refrigeration and air-conditioning systems, elevators, escalators, and machines.

Mechanical Engineer: Minimum of 7 years of experience in Project Planning, Engineering, and Manufacturing Processes by Designing and Modifying Equipment for fabricating, building, assembling, and installing components for major capital projects with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Mechanical Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with assuring system and product quality by designing test methods and testing finished product and system capabilities is desirable but not required.
- Experience with confirming fabrication, assembly, and installation processes is required.

**Buy America Expert I:** The Buy America Expert I reviews project sponsor's plans and Buy America documentation. Serves as a technical resource and subject matter expert in Buy America requirements for transit projects.

Buy America Expert I: Minimum of 7 years of overall experience with a minimum of 3 of the 7 years of experience with Buy America requirements, audits, and certifications per 49 CFR 661 and 49 CFR 663 at a project sponsor, vehicle builder or a consulting firm.

- Must have Bachelors Degree in Engineering, Business, or a related field.
- Demonstrated knowledge of transit industry manufacturing and supply chain is desired.

**Buy America Expert II:** The Buy America Expert II provides Buy America expertise in the oversight of FTA-funded major capital transit projects. The Buy America Expert II has significantly more experience than a Buy America Expert I. The Buy America Expert II reviews project sponsor's plans and Buy America documentation. Serves as a technical resource and subject matter expert in Buy America requirements for transit projects.

Buy America Expert II: Minimum of 12 years of overall experience with a minimum of 5 of the 12 years of experience with Buy America requirements, audits, and certifications per 49 CFR 661 and 49 CFR 663 at a project sponsor, vehicle builder or a consulting firm.

- Must have Bachelors Degree in Engineering, Business, or a related field.
- Demonstrated knowledge of transit industry manufacturing and supply chain is required.

**Tunneling Engineer (PE):** The Tunneling Engineer provides tunnel engineering expertise in the oversight of FTA-funded major capital transit projects. The Tunneling Engineer reviews project sponsor's plans pertaining to tunneling work. Serves as a technical resource and subject matter expert in tunneling engineering aspects of transit projects.

To ensure success as a Tunneling Engineer, this person should have extensive, in-depth experience with Civil Engineering, tunnel design, tunnel construction techniques, and excellent project management skills. 10 years of experience as a Tunnel Engineer with 3 years either serving as a Senior Tunnel Engineer or Project Manager.

- Bachelors Degree in Civil Engineering from an ABET Accredited School Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with tunnel construction in hard and soft rock and soil conditions.
- In-depth knowledge of NATM and TBM excavation techniques.
- Knowledge of trenchless construction.
- Strong design and analytical experience in the field of tunnel/geotechnical/structural design.

**\*\*Technical Writer:** The technical writer is responsible for developing or reviewing all contractor reports, documents, correspondence, deliverables, etc. and ensuring that they are of high quality, free from spelling and grammatical errors. The technical writer shall ensure that all documents and reports are written in a style that translates complex issues into easy to understand language.

**\*\*Technical Writer:** Minimum of 5 years of administrative experience with a concentration in technical writing.

- Associate Degree, or Bachelors Degree is required.
- Experience with performing administrative and technical writing duties such as preparing quality documents, and reports.
- Knowledge of Microsoft Office (Word, Excel, PowerPoint) experience in preparing, editing, and finalizing correspondence, documents, and briefings.
- Experience with developing comprehensive documentation that meets organizational standards and provides a deep understanding of products and services to translate complex information into simple, polished, engaging content.

**\*\*Clerical Support Staff:** The clerical support staff is responsible for providing administrative functions to support the contractor in delivering FTA requirements timely and professionally. This will include preparing invoices, correspondence, and other clerical support functions.

**\*\*Clerical Support Staff:** Minimum of 2 years of administrative experience with a concentration in document routing, coordination, tracking, and retaining/filing.

- High School Diploma, GED, or a College Degree is required.
- Experience with performing administrative duties such as preparing invoices, briefings, correspondence, and meeting minutes.
- Knowledge of Microsoft Office (Word, Excel, PowerPoint) experience in preparing, editing, and finalizing correspondence, documents and briefings.

## C.7 TASKS / REQUIREMENTS

The following list below is the Contract Line Item Numbers (CLIN) for the structure of the Task Orders. More detailed information related to these potential tasks is provided in the Oversight Procedures (OPs), which are included in Section J.

### CLIN DESCRIPTION OF SUPPLIES/SERVICES

- CLIN 0001 PROGRAM SUPPORT AND LESSONS LEARNED
- CLIN 0002 ON-SITE MONITORING AND REPORTING
- CLIN 0003 BASELINE OVERSIGHT
- CLIN 0004 OPTIONAL OVERSIGHT
- CLIN 0005 TRAVEL AND OTHER DIRECT COSTS

***CLIN 0001 – PROGRAM SUPPORT AND LESSONS LEARNED***

Program Support may be provided through contract administration efforts such as preparing cost status reports in addition to participating in working groups, conferences, workshops, speaking, meeting support, site visits, stakeholder interviews, and other non-project related activities.

Support for these activities comes in the form of Subject Matter Expertise to assist FTA in establishing and refining project management oversight standards. Listed below are some of the specific activities that could be carried out under this CLIN.

- Supporting the creation, review, and update of standard operating procedures and OPs that define oversight requirements and processes.
- Supporting the creation, review, and update of guidance documents (e.g., handbooks, lessons learned for performing project management oversight, frequently asked questions) that assist FTA staff and its contractors to implement project management oversight requirements and processes.

***CLIN 0002 – ON-SITE MONITORING AND REPORTING***

These OPs describe the review, analysis, and recommended procedures and reporting requirements that the FTA expects from the PMOC regarding ongoing or recurring oversight of major capital transit projects prior to and upon receiving a Small Starts Grant Agreement (SSGA) or Full Funding Grant Agreement (FFGA). In addition, they provide technical reviews to document the PMOC's findings, conclusions, and recommendations based on oversight activities.

***CLIN 0003 – BASELINE OVERSIGHT***

Professional oversight consists of conducting project management activities in accordance with the scope of work outlined in the task order. The Oversight Procedures support the development and update of planning documents for each unique project.

Deliverables shall be periodic project status reports to summarize the performance of recipient planning and the delivery of major capital projects. Details shall include contractor activities, budget, risks, and outcomes associated with the professional oversight services.

Project management activities may consist of reviewing recipient documentation, investigating issues and conditions, engaging in dialogue and problem solving in coordination with the recipient, and providing FTA professional opinions and recommendations for action. Listed below are some of activities derived from these Oversight Procedures.

- Evaluating the recipient's Project Management Plan (PMP) and monitoring conformance with the approved PMP.
- Evaluating the recipient's compliance with all relevant requirements of the regulations issued by the U.S. Department of Transportation (US DOT) implementing the transportation provisions of the Americans with Disabilities Act (ADA) of 1990.
- Evaluating the recipient's compliance with Buy America requirements.
- Assessing the recipient's technical capacity and capability to deliver the project.

- Reviewing safety and security plans and related documents.
- Reviewing real estate plans and estimates.
- Assessing recipient quality assurance and quality control programs.
- Evaluating value engineering activities.
- Performing project scope reviews, including assessments of National Environmental Policy Act (NEPA) compliance, transit capacity, and project delivery method.
- Performing cost reviews to assess the consistency, soundness, and reliability of estimates.
- Performing schedule reviews and analyses.
- Performing technical reviews of vehicle procurements and fleet management plans.
- Conducting project risk and contingency reviews.
- Assessing project readiness to advance to subsequent project phases (e.g., engineering, grant or loan agreement, construction, revenue service).
- Performing project-specific reviews to support FTA project evaluations and reporting.
- Additional project-specific oversight reviews required by FTA.

#### ***CLIN 0004 – OPTIONAL OVERSIGHT***

These Oversight Procedures differ from those under CLIN 0003 from the perspective they are optional. They are not associated with milestone reviews and project metrics such as cost, scope, schedule, and risk. Deliverables shall be specialized reports or reviews to isolate an activity for the delivery of the major capital project.

Optional oversight activities may consist of reviewing project sponsor documentation during phase gates of the project lifecycle. In addition, these reviews ensure the sponsor has demonstrated the capability and capacity to move forward. Performing project-specific reviews to support FTA project evaluations and reporting.

- Additional project-specific oversight reviews are required by FTA.

#### ***CLIN 0005 – TRAVEL and OTHER DIRECT COST***

This CLIN is used to cover travel expenses and Other Direct Costs.

### **OVERSIGHT PROCEDURES (OPs) - DESCRIPTION OF SUPPLIES/SERVICES**

**Refer to Attachment J-10 for detailed information regarding the tasks and requirements of the OPs**

- 1) OP1 Administrative Conditions & Requirements
- 2) OP2 PMOC Implementation / Transition Plans and PMOC Status Report
- 3) OP3 Special Tasks
- 4) OP20 Project Management Plan Review
- 5) OP21 Management Capacity and Capability Review
- 6) OP22 Safety and Security Management Review
- 7) OP23 Real Estate Acquisition and Management Plan Review
- 8) OP24 Quality Assurance/Quality Control Review



- 9) OP25 Recurring Oversight and Related Reports
- 10) OP26 Lessons Learned
- 11) OP30 Value Engineering and/or Constructability Review
- 12) OP31 Annual New Starts Review
- 13) OP32 A Project Transit Capacity Review
- 14) OP32B NEPA and Design Document Comparison
- 15) OP32C Project Scope Review
- 16) OP32 D Project Delivery Method Review
- 17) OP33 Capital Cost Estimate Review
- 18) OP34 Project Schedule Review
- 19) OP35 Americans with Disabilities Act (ADA) Review
- 20) OP36 Buy America Compliance Review
- 21) OP37 Fleet Management Plan Review
- 22) OP38 Bus and Rail Vehicle Technical Review
- 23) OP39 Review of Third-Party Agreements for Major Capital Projects
- 24) OP40 Risk and Contingency Review
- 25) OP51 Readiness to Enter Engineering
- 26) OP52 Readiness to Execute FFGA/SSGA
- 27) OP53 Readiness to Procure Construction Work
- 28) OP54 Readiness for Service

**(END OF SECTION C)**



## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING**

The Contractor shall ensure, unless otherwise specified, that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The contractor shall supervise the packing of all acquired equipment furnished by the contractor and shall supervise the unpacking of equipment to be installed.

### **D.2 MARKING**

All items submitted to the Government shall be clearly marked as follows:

- a. Name of Contractor;
- b. Contract number;
- c. Task order number; (if applicable)
- d. Description of items contained therein;
- e. Consignee's name and address; and
- f. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows:  
"CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

**(END OF SECTION D)**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

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://acquisition.gov>

<b>FAR Clause Number</b>	<b>Title and Date</b>
52.246-2	Inspection of Supplies - Fixed Price (AUG 1996)
52.246-3	Inspection of Supplies - Cost Reimbursement (MAY 2001)
52.246-4	Inspection of Services - Fixed Price (AUG 1996)
52.246-5	Inspection of Services - Cost Reimbursement (APR 1984)
52.246-6	Inspection of Services – Time and Material and Labor-Hour (MAY 2001)
52.246-16	Responsibility for Supplies (APR 1984)

### E.2 GOVERNMENT INSPECTION AND ACCEPTANCE

FTA Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the individual task order. The task order shall also designate the individual responsible for inspection and acceptance as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses. The Contracting Officer or the Contracting Officer's Representative (COR)/Alternate Contracting Officer's Representative (ACOR), at the Federal Transit Administration (FTA), 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. Any non-satisfactory, deficient, or rework associated with additional cost will not be deemed an allowable expense under the reference contract and task orders.

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) and contract requirements. Acceptance of nonconforming services shall be in accordance with FAR Subpart 46.407 Nonconforming Supplies or Services.

- a. Inspection and acceptance of all work and services performed under each Task Order will be in accordance with the FAR clauses incorporated at Section E, Clauses Incorporated by Reference as applicable.
- b. Final acceptance of all deliverables and or services performed as specified under each Task Order will be made in writing at destination by the COR or ACOR or as detailed in individual Task Orders.

### **E.3 SCOPE OF INSPECTION**

All deliverables will be inspected by the COR/ACOR for content, completeness, and accuracy to verify conformance to the Oversight Procedure or Contract requirements or as detailed in individual Task Orders. Inspection may include validation of information or software using automated tools and/or testing of the deliverables as specified in the Task Order. The scope and nature of this testing must be negotiated prior to Task Order award and will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

- a. Quality Assurance: Inspection and quality assurance (QA) activities will be conducted by the Government on all deliverables provided by the contractor under this contract. This includes, but is not limited to, documentation, and PMO support services.
- b. Nonconforming Products or Services: Nonconforming products or services will be rejected. The contractor shall maintain as part of the performance record of the contract, records of the following:
  1. The number and types of deficiencies found; and
  2. Decisions regarding the acceptability of processes, products, and corrective action procedures.

### **E.4 BASIS OF ACCEPTANCE**

- a. The basis for acceptance shall be in compliance with the requirements set forth in the Statement of Work, the Task Order, and other terms and conditions of this Contract. Deliverable items rejected under any resulting Task Order shall be corrected in accordance with the applicable clauses.
- b. Reports, documents, and narrative type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.
- c. Non-conforming services will be rejected. Unless otherwise agreed to by the parties, deficiencies will be corrected within 30 calendar days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the Contractor will immediately notify the Contracting Officer, and COR/ACOR of the reason for the delay and provide a proposed corrective action plan within 10 business days.

### **E.5 REVIEW OF DELIVERABLES**

- a. The Government will provide written acceptance, comments, and/or change requests, if any, as directed in the deliverable milestone schedule found in either with the Regional Implementation Plan or the Programmatic Implementation Plan.
- b. Upon receipt of the Government's comments, the Contractor shall comply with the milestone schedule found in either the Regional Implementation Plan or the Programmatic Implementation Plan for the incorporation of the changes and/or requests to resubmit the deliverable in its final form.
- c. If written acceptance, comments, and/or change requests are not issued by the Government within 60 calendar days of submission, the Contractor shall contact the Contracting Officer, the COR/ACOR and their respective Contract Specialist. Deliverables will not be accepted by default.

**E.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

All notifications of deficiencies for deliverables shall be accompanied with an explanation of the specific item(s) causing the rejection. The ACOR shall transmit this notification to the respective Contractor and shall copy the Contracting Officer, COR, and respective Contract Specialist.

The Government shall provide written notification of acceptance or rejection of all final deliverables within 60 calendar days. If a written notification from the COR/ACOR to the Contractor has not been transmitted within this timeframe, the ACOR shall inform the Contracting Officer with an explanation why and copy the respective Contract Specialist and COR. All notifications will be accompanied with an explanation of the specific deficiencies causing the delay.

**E.7 CONTRACTOR PERFORMANCE EVALUATION**

Evaluation of the Contractor's overall performance will be conducted jointly by the COR/ACOR and the Contracting Officer and shall form the basis of the Contractor's permanent performance record regarding this contract as required in FAR Subpart 42.15 Contractor Performance Information.

During the period of the contract, the FTA COR/ACOR will conduct periodic performance reviews to monitor the progress of work and the achievement of required results under this Contract.

**(END OF SECTION E)**

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

This contract incorporates the following 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 can be accessed electronically at <http://www.acquisition.gov>.

FAR Clause Number	Title and Date
52.242-15	Stop-Work Order (AUG 1989) (for other than cost reimbursement task orders) and ALT I (APR 1984) (for CPFF Task Orders)
52.242.17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

### F.2 CONTRACT PERIOD OF PERFORMANCE

This contract shall become effective on the date the Contracting Officer (CO) signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period will continue for five years thereafter (i.e., term of the contract). Also, see Section I.1 clause incorporated in full text entitled Ordering (FAR 52.216-18).

The performance period of the contract will continue until the time specified in the clause in Section I.1 incorporated in full text entitled Indefinite Quantity (FAR 52.216-22).

Individual Task Orders will specify a beginning date on the Standard Form OF 347, "Order for Supplies or Services", Block 1. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the CO and a completed contract modification executed by the Contracting Officer.

### F.3 DELIVERABLES

All applicable task order deliverables and their required delivery dates, destination of delivery, and schedule for completion of work to be performed, will be specified in task orders issued under this contract, as applicable.

- a. All applicable task order deliverables and their required delivery dates, destination of delivery, and schedule for completion of work to be performed, will be specified in task orders issued under this contract, as applicable.
- b. For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the task order.
- c. All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. A replacement file shall be provided within two (2) business days after notification.

- d. Any failure of the Contractor to adhere to a delivery schedule or a deliverable requirement may be reflected in the Contractor's past performance report.
- e. The below deliverable table provides a summary of reporting requirements.
- f. In the event the Contractor anticipates difficulty in complying with any Contract-level delivery schedule, the Contractor shall immediately provide written notice to the Contracting Officer and the COR/ACOR. For any Task Order level deliverable, the Contractor shall provide written notification immediately to the Task Order-level Contracting Officer, COR and ACOR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; **PROVIDED**, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.
- g. Delivery of services, and written documents [e.g., reports, briefings, presentations, etc. (including required formats and delivery locations)] shall be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the designated Contracting Officer (CO) and/or Contract Specialist, and/or designated Contracting Officer's Representative (COR) COR/ACOR as specified in the task order.

The following table contains deliverables required under the Base Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Base Contract, even if such requirements are not specifically listed in this table.

The contractor shall ensure that all deliverables meet professional standards and the requirements set forth in the contract, task orders, and the reference OPs.

The following abbreviations are used in this schedule:

NLT: No Later Than

TOA: Task Order Award

All references to "days": Government Workdays. Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The contractor shall be responsible for delivering all items (as required) in accordance with the Table of Deliverables below:

<b>MILESTONE/DELIVERABLE</b>	<b>REFERENCE &amp; DESCRIPTION</b>	<b>FREQUENCY</b>
Problem Notification Report	Section E.6	If applicable, the contractor shall provide notice in accordance with Section E.6
Contractor Key Personnel Substitution	Section H.6 If a substitution occurs, provide notification	Within 10 calendars days of the substitution
VETS-100A Report	Section H.38	Annually on August 31 <sup>st</sup>
FSRS Report	Section H.40	End of Each month following any award to subcontractors greater than \$30,000
Subcontracting Reports	Section H.13	Within 30 calendar days after the close of each annual reporting period
Mergers, Acquisitions, Novation's, and Change-of-Name Agreements	G.33	Copy of SF 30 and other applicable documents within 45 calendar days of finalization
Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	G.34 If applicable, correspondence and audit reports from DCAA/Defense Contract Management Agency (DCMA) or other cognizant auditing entity that updates the status	Within 30 calendar days after the update
Annual Task Order Close out Report	G.37	Due annually 30 days after the anniversary date of the IDIQ Base Contract award date
Cost Report	F.9	As determined by the COR. See task order award documents.
PMOC Monthly/Quarterly Report	F.8	As determined by the COR. See task order award documents.
Cost Accounting Standards (CAS)	B.8 If applicable, correspondence and audit reports from DCAA/DCMA that updates the current CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes	Within 15 calendar days after the update



MILESTONE/DELIVERABLE	REFERENCE & DESCRIPTION	FREQUENCY
Approved Purchasing System	B.8 If applicable, correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 15 calendar days after the update

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with subparagraphs (e) and (f) of the FAR clause at 52.227-14. The contractor shall deliver the deliverables to the CO and COR/ACOR, or designee listed in Section G.

#### **F.4 FAR 52.217-8 -OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in Section B of this contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

#### **F.5 TASK ORDERS PERFORMANCE PERIOD AND PRICING**

Task Orders may be issued at any time during the period of performance under the five-year base IDIQ period of performance. The performance period shall be specified in the TO. Task Orders shall be priced using the Section B rates applicable to the TO's anticipated period of performance. The period of performance of a Task Order may extend past the IDIQ contract's expiration date at the discretion of the Contracting Officer.

For purposes of TO's that extend beyond the expiration date of the base contract, the final contract year's pricing shall be used. However, the procuring Contracting Officer may negotiate labor rate escalations for periods beyond the contract expiration, if deemed in the best interest of the Government. Under no circumstances may a new Task Order be awarded under the Base IDIQ Contract if the Base IDIQ Contract is not in effect, has expired, been cancelled, or been terminated.

#### **F.6 PLACE OF PERFORMANCE**

Place of performance shall be set forth in individual Task Orders.

## **F.7 NOTICE OF GOVERNMENT DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR/ACOR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination. The COR/ACOR will review the new schedule and provide guidance to the contractor.

## **F.8 PMOC MONTHLY/QUARTERLY REPORT – OP25 RECURRING OVERSIGHT AND RELATED REPORTS**

The Prime Contractor shall provide a PMOC Monthly/Quarterly Report for the Task Order, to the Contracting Officer, COR, and ACOR. The format requirements are provided in OP 25.

PMOC Monthly/Quarterly Reports are required for all Task Orders for Major Capital Projects under the Capital Investment Grant program. The type of status report may vary by the type of Task Order issued. The status report recipients, content, and due dates will be identified in each individual Task Order.

## **F.9 TASK ORDER PMO STATUS REPORTS—OP2**

The Prime Contractor shall provide a Task Order PMO Status Report in accordance with OP2 to the Contracting Officer, COR, and ACOR. The sample format is provided in the Appendix of OP 2.

## **F.10 RIGHTS IN DATA**

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the CO when granting permission claim to copyright as required by FAR 52.227-14(c).

## **F.11 WARRANTIES**

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights for replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

## **F.12 LICENSES**

With respect to any computer software, databases, or other licensed product acquired for use by the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

**F.13 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by email and removable electronic media. The following are the required electronic formats, whose versions must be compatible with Microsoft Office versions utilized by FTA.

All documents that have been requested for submission in electronic format must meet the following requirements in addition to any specifications stated in other sections of the contract. Compatible with FTA current Adobe Acrobat Pro, Microsoft Office and Virus-Free. Electronic documents that do not satisfy the above requirements will not be accepted. These specifications may be modified by the CO or Contracting Officer's Representative (COR) during the performance of the contract.

Text	MS Word
Spreadsheets	MS Excel
Briefings	MS PowerPoint
Drawings	MS PowerPoint (Preferred), MS Visio
Schedules	MS Excel (Preferred), MS Project

**F.14 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays (exclusive of Saturdays, Sundays, and Federal holidays) from the date of the CO's execution of the Base Contract, or any modification to the Base Contract, all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the FTA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or financial information that is privileged or confidential. Information provided by the Contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

FTA will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

**(END OF SECTION F)**

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor.

### G.2 ROLES AND RESPONSIBILITIES

The following subsections describe the roles and responsibilities of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments during the performance of the Contract.

Contracting Officer: The Contracting Officer (CO) is the sole and exclusive government official with actual authority for the award and administration of this Contract and task orders issued or in any way modify the items or terms of this contract and has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to award, amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The said authority remains solely in the CO.

However, the CO may delegate certain other responsibilities to his/her authorized representatives. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred thus thereof. The CO may delegate certain other responsibilities to the Contracting Officer's Representative (COR) or authorized representatives such as Alternate Contracting Officer's Representative (ACOR). 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 CO cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, appointments, conflict resolutions, etc.) that require the signature of the CO.

Successor Contracting Officer:

The Contracting Officer who signed this Contract is the Primary Contracting Officer for the Contract. Nevertheless, any Contracting Officer assigned and acting within his/her authority may take official action on this contract when a contract action needs to be taken and the Primary Contracting Officer is unavailable.

Task Order Contracting Officer: A Task Order CO (TOCO) may be designated by the CO. The duties of a TOCO include but are not limited to issuing task orders, analyzing, and making recommendations on the Contractor's proposals, offers, or quotations upon request of the CO, signing task orders and appointing the COR/ACOR in accordance with the terms of the contract.

Program Manager: The Program Manager under the PMO program will provide technical oversight, guidance, and technical management regarding this contract to the contractor, government officials, and other stakeholders as identified.

Contracting Officer's Representative: A Contracting Officer's Representative (COR) will be designated by the CO. The responsibilities of the COR include, but are not limited to, inspecting and monitoring the Contractor's work, determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work.

The COR does not have the authority to change the scope of work, make new assignments of work or issue directions that cause an increase or decrease which affect the contract price, delivery schedule, period of performance, or other terms or conditions. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor.

The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract; perform or cause to be performed inspection necessary about the aspects of the contract and within his/her purview; issue written interpretations of technical requirements of the Government drawings, designs, and specifications; monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed.

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.

The COR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract but notification of the change, including the name, address, and phone number of the successor COR, will be promptly provided to the Contractor in writing in the format of a formal unilateral modification document. The COR will be designated on authority of the CO to monitor all technical aspects and assist in administering the contract. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR. This letter will clarify to all parties to this contract the responsibilities of the COR.

Alternate Contracting Officer's Representative: The CO may designate an Alternate Contracting Officer's Representative (ACOR) for the contract and task order. The ACOR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms. The ACOR may be delegated the authority to monitor the technical progress of the services that are required to be delivered under the task order. Specific responsibilities of the ACOR will be provided in documents of appointment letters.

The ACOR will perform similar duties as the COR in connection with the technical oversight of an individual task order. See section referencing COR Roles and Responsibilities above.

### **G.3 TECHNICAL DIRECTION**

Performance of the work hereunder shall be under the technical direction of the COR/ACOR as described in specific task orders. As used herein, "technical direction" is limited to directions to the Contractor that fill in details or otherwise complete the specific description of work set forth in the task order. This direction may not include new assignments of work or may not be of such a nature as to cause an increase in the estimated cost of the Contract or Task Order, or otherwise affect any other provision of this Contract.

All CORs/ACORs will be designated on authority of the CO to monitor all day-to-day aspects of task orders in conjunction with the COR. The COR generally has the responsibility for the overall technical management on the contract level which includes the task order level. The ACOR will have the equivalent authority as the COR under the contract regarding the specific task assigned.

Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" or "Alternate Contracting Officer's Representative" with a copy furnished to the Contracting Officer. The government shall maintain all liaison and direct communications with the Contractor as it relates to technical directions.

Technical Directions are defined to include the following:

- a. Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work.
- b. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement.
- c. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing and must be within the scope of the work as detailed in Section C.
- d. Ensure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- e. Perform inspections and acceptance in accordance with Section E of the base contract.
- f. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- g. Monitor the Contractor's performance progress and notify the Contractor in writing of deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays, or problems.
- h. The COR shall be required to initiate the security clearance process and obtain the appropriate identification for the contractor if access to Government facilities is required. In addition, the COR shall ensure that Government furnished property is available when required.

**LIMITATIONS:** The COR/ACOR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. All Contractor requests for changes shall be referred to the Contracting Officer (CO) directly and through the COR/ACOR. No such changes shall be made without the expressed prior authorization of the CO.



- a) The COR/ACOR is required to meet Quarterly, or as deemed necessary, with the Contractor and the Contracting Officer concerning performance of items delivered under this Contract and any other administration or technical issues.

The COR/ACOR shall complete a written report regarding the Contractor's performance. Problem areas should be brought to the immediate attention of the Contracting Officer promptly.

- b) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with applicable laws and regulations i.e., Federal Acquisition Regulations. The Contractor and the COR/ACOR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope, and interpreting contract terms and conditions.

The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to, the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- c) The Contractor shall notify the Contracting Officer of any action by the Government considered to be a change in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Failure by the Contractor to provide written notice within this time frame shall waive the Contractor's right to any claims for equitable adjustments as found in FAR 52.243-7, Notification of Changes (JAN 2017), which is a clause of this Contract.



**G.4 GOVERNMENT PERSONNEL****Division Chief/Contracting Officer: Dorian Ridley-Curtis**

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**Alternate Contracting Officer's Representative: Maryam Speidel**

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**FTA Alternate COR (ACOR) \_ Task Order Level**

\*\*\*\*\* TBD in individually issued/awarded Task Order

**G.5 CONTRACTOR'S POINTS OF CONTACT**

The Contractor shall maintain an organizational structure for management and administration of the Contract. A list of all points of contact with the Government shall be provided to the CO upon execution of final contract award. The Contractor shall provide the CO with an updated list of all points of contact within two business days after any change to this list.

**G.6 ACCOUNTING AND APPROPRIATION DATA**

All funds applicable to this contract shall be obligated by individual Task Orders (TOs). Therefore, all appropriation and accounting data will be provided on each individual funded TO. No funding is provided under the Base IDIQ Contract.

**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 cost for each TO in conformance with the requirements.

**G.8 FUNDS AVAILABLE**

FAR Clause 52.232-22, LIMITATION OF FUNDS (APR 1984), 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. If 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 INDEFINITE DELIVERY, INDEFINITE QUANTITY**

Services shall be ordered in accordance with "Task Request/Ordering Procedures." As required, funds shall be obligated by the issuance of delivery/task orders citing applicable fiscal year accounting data when issued.

**G.10 BASE CONTRACT TASK ORDER PROCESS**

In accordance with Section B, TOs will be used to order PMO services. At a minimum, the following paragraphs shall be applicable to all TOs issued under this Contract. Additional contract administration data may be specified in each TO. TOs will be issued in accordance with the Fair Opportunity procedures and must comply with the following: FAR 16.505, FAR 52.216-18 and FAR 52.216-22.

The minimum guarantee of the Base Contract is \$25,000.00 as identified in Section B.5. One or more TOs may be issued during the performance period of the Base Contract. It is understood and agreed that the Government has no obligation to issue any more than one TO.

Contracting Officers under the PMO program are authorized ordering officers. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of the TO by the CO. All Orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO.

Other Relevant Information: This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TORP. The Contractor shall assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

- a. During the period of performance of the contract, the CO or the ACO may issue task orders in accordance with Section I.1. (FAR 52.216-18 and FAR 52.216-22).
- b. The Government will order services under this contract by issuing task orders on Optional Form 347 by mail, facsimile, or electronically.
- c. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
- d. A Standard Form 30 will be used to modify all task orders.
- e. A representative authorized by the Contractor shall acknowledge receipt of each task order within two business days of receipt.
- f. The CO shall include the evaluation procedures in Task Order Requests Proposal (TORPs) and establish the time frame for responding to TORPs giving Offerors a reasonable proposal preparation time while considering the unique requirements and circumstances of the effort.
- g. Each task order issued may incorporate the Contractor's technical and cost proposals and will include an estimated cost and fixed fee set forth as a ceiling or a total fixed price in the case of a fixed price task order. For all cost-type task orders the amount available for payment and allotted to the task will be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.
- h. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Base Contract.
- i. Contractors are required to respond to each TORP with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal.
- j. All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TORP will be at the Offeror's sole and exclusive expense.
- k. All orders placed under the Base IDIQ Contract are subject to the terms and conditions of the Base IDIQ Contract at time of Task Order award. In the event of any conflict between the Task Order and the Base Contract, the Base Contract will take precedence.
- l. Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task order.
- m. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the CO or CO's designee.

Furthermore, the contractor shall not perform work beyond either the task order completion date or the allotment date for incrementally funded task orders, whichever is earlier. No other costs are authorized without the written consent of the Contracting Officer.

### **G.11 TASK ORDER REQUEST FOR PROPOSAL (TORP)**

The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Contractors under the multiple award IDIQ shall be provided a fair opportunity to be considered for each task order using the following procedures: A TORP will be used to solicit TO proposals under this contract. The TORP may include specific metrics and quality assurance methods (if applicable). All TORPs will incorporate all terms and conditions of the Base Contract.

The PMO IDIQ contracts shall include two (2) new Fair Opportunities Tracks: Small Business (SB) Track and an Unrestricted Track. At the sole discretion of the Contracting Officer, a determination will be made to either solicit on an unrestricted basis for competition between the prime contractors from both the large and small business pool or on a small business reserve basis in which competition will be limited to only those prime contractors in the small business pool. The task order solicitation (TORP) will notify contractors if a small business reserve will be utilized. When a small business reserve is used, the small business prime contractors shall be required to provide at least 51% of the services required and must describe which SOW services they intend to provide using their own employees and which services their subcontractors will provide.

Small business proposals that, in the judgment of the Contracting Officer, do not allow for a "meaningful" portion of the services to be provided by employees of that small business concern will not be eligible for a task order award. Pass-throughs or other brokerage-style arrangements shall not be permitted. Once the competitive track has been identified, the FTA intends to compete each task order to the maximum extent practicable within that track. The only exceptions to this method of consideration are:

1. The agency's need for the supplies or services is so urgent and compelling that providing fair opportunity would result in unacceptable delays.
2. Only one Contractor can provide the supplies or services at the level of quality required because the supplies or services are unique or highly specialized.
3. The order should be placed on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all eligible PMO Contractors were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

The Department may use oral proposals and streamlined procedures instead of requesting a written proposal when placing a task order at the discretion of the Contracting Officer. In such instances, the Contracting Officer will exercise broad discretion in ensuring that each Contractor is provided a fair opportunity to be considered for the order. No protest under FAR Subpart 33.1 for task orders under \$10M is authorized in connection with the issuance or proposed issuance of a task order under the PMO IDIQ contracts except for a protest on the grounds that the order increases the scope, period, or maximum value of the PMO contracts.

In addition, the TORP will normally include the following to the extent applicable to individual TOs:

- a. Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS) describing the work to be performed, deliverables, period of performance, Government point(s) of contact, description of marking information, data rights, inspection and acceptance of services, and security requirements, as applicable.
- b. The submission date/time and the method of delivery for proposals.
- c. Specific instructions on what to include in the proposal submission. This may include oral presentations and written responses summarizing technical and price approaches.
- d. Evaluation factors and their relative order of importance.
- e. Other information deemed appropriate by the Ordering CO.
- f. For the award of initial task orders, the procurement office will request proposals from all Contractor awardees that are not conflicted and interested in the task order assignment utilizing information gathered from the Conflict of Interest matrix (See Attachment in Section J). The Government shall utilize the acquisition strategy deemed in the best interest of the Government.
- g. For follow-on task orders, the Procurement Office will consider the option of issuing task orders 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, if 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 in the best interest of the Government.
- h. The Government intends to provide all multiple awardees a fair opportunity for consideration for TO awards. This fair opportunity for initial TOs 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.
- i. As work proceeds under this contract, and as 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 and capacity, will be conducted considering 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 if in the best interest of the Government. Although the Government is not required to do so, it is possible that this examination will result in the Government contacting all the qualified awardees for the submission of a proposal.
- j. An awardee is qualified if the awardee does not have an Organizational Conflict of Interest with the project sponsor that is the subject of the TO and has remaining contractual and technical capacity to perform the TO.

## **G.12 TASK ORDER PROPOSAL SUBMISSION**

Base Contract awardees shall be capable of providing a proposal within three workdays for urgent requirements. For non-urgent requirements, the Base Contract awardees shall submit proposals within 7 calendar days of issuance of the TORP, unless otherwise specified in individual TOs. At a minimum, the proposal shall include:

- a. A detailed cost breakout of all labor required to accomplish the tasks as set forth in the TORP or be a fixed-price proposal with sufficient information to substantiate the price proposed
- b. The submission of the following information (the Government is not limited to the below list and may require additional and other information):
  1. Technical information, e.g., technical approach, including subcontractors and experience as required by the TORP
  2. Corporate Experience or Past Performance
  3. Proposed Key Personnel
  4. Proposed PWS (if a SOO is issued), if deemed applicable
  5. Other information deemed appropriate by the Contracting Officer

## **G.13 TASK ORDER EVALUATION**

The Government will evaluate responses against evaluation criteria contained in the proposed TORP. The Government's award decision will be based on best value to the Government, cost/price, and other factors considered, unless otherwise specified in the TORP. In addition, individual TO selection criteria may include other factors relevant to the 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.

Proposals will be evaluated in accordance with the evaluation criteria set forth in the TORP. The Government's award decision may include selection criteria which address past performance, technical/management approach, and cost. Among other sources, evaluation of past performance will be based on a database built from past performance assessments provided by TO CORs/ACORs on individual TOs performed throughout the life of the contract (See Task Order Request for Proposal Instructions to Offerors).

In addition to past performance, technical/management approach, and cost/price, individual TO selection criteria may include other factor(s) relevant to the requirement. The order of importance for the factors will be identified in each individual TORP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO may issue a task order to the Contractor whose proposal is most advantageous to the Government.



## **G.14 TASK ORDER ISSUANCE**

A TO is considered issued when it is signed by the CO and transmitted to the Contractor. Transmittal is complete when the awardee receives a notification of award in writing from the Acquisition Office. The SOW/PWS, labor mix and hours (if applicable), and proposed cost/price for the TORP may be incorporated into any resulting TO. The proposed technical solution may also be incorporated in the TO.

At any time during the duration of the Base Contract, the CO reserves the right to revise the procedures pertaining to issuance. 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) business days following the verbal authorization. TOs and modifications shall be made in writing and be signed by any authorized CO. Each TO shall, as appropriate:

- a. Set forth a pricing schedule
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the TO base on the estimated dollar value and complexity of the Government's requirement
- c. Designate the TO COR and ACOR who will perform inspection and acceptance
- d. Set forth any payment provisions (e.g., progress payments, milestone billings)
- e. Set forth the disbursing office where payment is to be made
- f. Set forth administration data (e.g., invoicing instructions)
- g. Set forth the Government's technical data rights
- h. Set forth any other pertinent information
- i. Evaluation factors and their relative order of importance
- j. Other information deemed appropriate by the ACOR

Award Recommendation Documentation: After completion of the evaluation, discussions, if any, and Best Value analysis, the Contracting Officer and/or COR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied unless an exception was taken under FAR Part 16.505(b)(2), Exceptions to the fair opportunity process. At a minimum, it shall include:

1. A statement indicating whether the announcement of the TO requirement was made to all Contractors eligible for receiving an award for the task requirement or if an exception to the fair opportunity to be considered rule was cited (cite the exception);
2. The selection criteria/methodology used to evaluate the competing Contractors;
3. The results of the evaluation; and
4. The rationale for the recommendation of the TO awardee, including a summary of any negotiations conducted, cost/price analysis, and best value analysis

Resolution of Issues: In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the Contracting Officer, the CO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified in writing of the CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."



Debriefings: If an unsuccessful Contractor questions why it was not selected for a TO award over \$5 million, the Contractor shall contact the CO. The CO and the unsuccessful Contractor may discuss the reasons why that Contractor was not selected; however, the CO may not (a) discuss the other Contractors' proposals, (b) compare Contractors' proposals, or (c) allow the unsuccessful Contractor access to the award decision documentation.

Task Order Protests: In accordance with FAR 16.505(a)(10), Ordering - General, no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a TO under this contract, except for:

- a. A protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or
- b. A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office (GAO), in accordance with the procedures at FAR 33.104, Protests to GAO.

Waivers of minimum personnel requirements as defined in Subsection C.6b. MINIMUM PERSONNEL REQUIREMENTS shall be submitted to the Contracting Officer to be reviewed on a case by case basis if it is determined to be in the best interest of the Government.

## **G. 15 TASK ORDER OMBUDSMAN**

The ombudsman is an independent official designated to review Contractor complaints and to ensure Contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract.

Consulting the ombudsman does not relieve the Contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes or alter the decision of the Contracting Officer. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

It should be noted that in accordance with FAR 16.505(a)(10), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract; or a protest of an order valued in excess of \$10 million. If a resolution cannot be made by the Contracting Officer, concerned parties may contact:

Mr. James Harper, Jr., Director  
Office of Acquisition Management  
Telephone Number: 202 366-1127  
Email: [james.harper@dot.gov](mailto:james.harper@dot.gov)

## G.16 BILLING INSTRUCTIONS

***NOTE: Under no circumstances can the contractor request payment from funds obligated under one task order to be used to pay the price, costs incurred, or fee earned under another task order issued under the contract. Such interim payment requests (IPR) or invoices will be rejected by the Government as not proper.***

The Contractor shall submit invoices for payment utilizing Standard Form 1034 (SF-1034), "Public Voucher for Purchases and Services Other Than Personal," to include detailed 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," (See Attachment J-12) and shall be numbered serially starting with No. 1 for the first voucher. FTA's pamphlet on "Billing Instructions" will be incorporated in the final contract award document. The Standard Form 1034 can be obtained from the U.S. General Services Administration website (see <https://www.gsa.gov/forms>) based on FAR 53.300(a) (see [www.acquisitions.gov](http://www.acquisitions.gov)).

The invoicing and payment office for all contract actions issued by the DOT/FTA is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma. All invoices, including supporting documentation, shall be submitted electronically (e.g., PDF format) in the new FTA E-INVOICING SYSTEM (see instructions under Section G.17 for access to the system). Invoices shall be submitted at the TO level and not the Base Contract level.

A cover email must accompany each invoice and provide the applicable information in the fields listed below:

- ❖ Invoice Date
- ❖ Contractor's Name
- ❖ Invoice Amount
- ❖ Invoice Number
- ❖ Contract No.
- ❖ Modification No.
- ❖ Task Order No.
- ❖ Terms/Discount
- ❖ Performance Period
- ❖ Notes

However, all interim payment requests for tasks under the contract must be submitted concurrently. The Contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary because of Government review, the Contractor shall submit a corrected last interim invoice. The Contractor shall submit this invoice, along with the Contractor's release form, DOT F 4220.4, to the CO, following the final adjustment of its annual indirect rates per FAR 52.216-7. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract payment request must meet the following requirements:

1. Consecutively number each interim payment request beginning with No. 1 for each task.
2. The Contractor must specify the appropriate cost per funding source(s) in which ESC should make payment on the SF-1034. If this information cannot be entered on the SF-1034, the Contractor must clearly state where the information can be found in the voucher package on the SF-1034. The same procedures shall be followed for fee invoices. In addition, the Contractor must indicate if the voucher is a cost voucher or a fee voucher on the SF-1034. Cost and fee vouchers must continue to be billed separately and must be clearly marked in the title so ESC may make distinction.
3. The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each Subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
4. Invoices must clearly indicate the period of performance for which payment is requested and the FTA accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
5. Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the CO. These rates are subject to appropriate adjustments when revised by agreement or when the final indirect rates are settled either by agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the CO.
6. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the CO. It is imperative that the CO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the CO before any rates contained therein can be used by the Contractor for cost reimbursement.
7. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

### **G.17 FTA'S METHOD OF INVOICE TRANSMITTAL – eInvoicing**

The Contractor shall submit one copy of all vouchers, INCLUDING THE FINAL VOUCHER (NOTE: Please “MARK” the final voucher “FINAL”) through the Delphi eInvoicing System. The Government will reimburse the Contractor for direct productive hours for employee labor. Direct productive labor is defined as those hours the employee is engaged in performing work. It does not include leave, vacation, holidays, or training not required by the Government.

The Contractor shall mark each invoice with the following:

- a. Contractor's Name
- b. Invoice Date and Number
- c. Contract Number
- d. Task Order Number
- e. FTA Project Number, if applicable
- f. Name of COR or Alternate COR must be stipulated on all vouchers

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

### **Instructions to obtain access to FTA's Delphi e-Invoicing System**

Authorization for a vendor to gain access to the e-Invoicing System is granted by a request from the COR/ACOR who must complete the required Delphi User Access form, specific for external vendors (see Attachment J-12 – Billing Instructions Exhibit E-User Access Form, Appendix E). The vendor must provide the COR/ACOR with the name of the authorized employee within their organization who will have the responsibility to request funds within the e-Invoicing System. **The vendor MUST obtain access within 10-15 days to this system within receipt of award documents.** The COR/ACOR must obtain this person's email address and refer to their specific task order and/or project number(s) where funds will be drawn down upon. The completed User Access Forms are then forwarded to FTA e-Invoicing [FTAeInvoicing@dot.gov](mailto:FTAeInvoicing@dot.gov). The form is process by Financial Specialists located in the Office of Budget and Policy, Office of Financial Management (TBP-50). The vendor will receive an email with instructions to **login within 72 hours** to avoid account deactivation from **FAA, Enterprise Service Center's (ESC) e-Invoicing Help Desk**. Vendors may contact the e-Invoicing Help Desk by calling 405-954-3000, option 4, then option 3 and listening to the message pertaining to the Delphi e-Invoicing process.

### **G.18 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 <https://www.fiscal.treasury.gov/forms.html>

Note: The information on this form must agree with financial data in The System for Award Management (SAM) system. FTA's designated office for electronic funds transfer information is the following:

Mailing Address:  
U.S. Department of Transportation Federal  
Transit Administration  
Office of Financial Management, TBP-50  
1200 New Jersey Ave.  
Washington, DC 20590  
Phone number: 202-366-0992  
Person to Contact: Mr. Michael Whitaker

## **G.19 STATUS OF PAYMENTS**

Contractors can track the status of payments of vouchers through the Department of Treasury's "Internet Payment Platform" system. This system was developed by the US 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 on: <https://www.ipp.gov>. 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.

## **G.20 VOUCHER REVIEW**

The Government may at its sole discretion utilize a Contractor to review vouchers and supporting data submitted for payment under the provisions of this Contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

## **G.21 INTEREST ON OVERDUE PAYMENTS**

The FAR 52.232-25 "Prompt Payment" (JAN 2017) clause is applicable to payment under this Contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by the paragraph below.

The Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government. The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this Contract.

The Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the services are deficient, the provisions of this clause will apply to the date the Government receives the corrected services or the date the Contractor corrects the deficiencies in services.

## **G.22 UNAUTHORIZED WORK**

The Contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by the Contracting Officer to begin work.

## **G.23 TASK ORDER PROTESTS**

In accordance with FAR Part 16.505(a)(8), no protest under Subpart 33.1 is authorized about the issuance or proposed issuance of a TO under this contract, except for a protest because of the increase of the order scope, period, or maximum value of the Contract.

## **G.24 MODIFICATION OF ORDERS (CPFF Orders)**

The Cost-Plus-Fixed-Fee (CPFF) or Ceiling Price for each TO may not be changed except when authorized by a modification to the TO by the Contracting Officer.

## **G.25 PAYMENT OF FIXED FEE (TERM (LOE) and COMPLETION)**

The Government will issue task orders which will include one of two methods by which the Contractor can earn fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task order award document. However, the request for payment of fixed fee must be submitted separately.

### **For Term (LOE)–Type Task Orders**

**PAYMENT OF FEES TERM – LEVEL OF EFFORT:** For purposes of this contract, “fee” means “fixed fee” in cost-plus-fixed-fee type contracts for level of effort type contracts. The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) as applicable, and in accordance with the contract. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" as applicable and shall be paid at the labor rate(s) specified in the contract under Section B for hours performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract/task order. In no event, shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract/task order.



## **For Completion-Type Task Orders**

The Contractor's fixed fee is tied to the accomplishment of the deliverables outlined in Section F and as stipulated in each Task Order. The Government may make provisional fee payments subject to FAR 52.216-8 on the basis of the work completed as determined by the CO with concurrence from the COR/ACOR. For the consideration set forth in the contract/task order, the Contractor must provide the deliverables and outputs as described in Section C and comply with contract requirements.

Upon successful achievement of the deliverable, the Contractor must provide evidence of the achievement to the COR/ACOR and the CO. Upon acceptance by FTA and receipt of approval from the CO, the Contractor may submit an invoice for the amount of the fee associated with the deliverable as deemed approved. If performance is considered satisfactory, the Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the fixed fee as proposed.

In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the CO's determination of the completion of work as specified with the end product(s)/deliverable(s). In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract/task order. See the Deliverable Chart as listed in each task order.

### **G.26 PAYMENT OF FIXED PRICE WORK**

In accordance with the Section I clause, FAR 52.232-1, Payments (APR 1984), payments for Fixed Price work will be made by the Government based on receipt of a proper invoice and completion and acceptance of services.

### **G.27 AUDIT OF HOURS**

In addition to the examination of costs, as detailed in FAR 52.215-2, the Contracting Officer or representatives designated by Contracting Officer shall have the right to examine all books, records, documents, and other data of the Contractor relating to this contract for the purposes of evaluating the accuracy and completeness of the hours which the Contractor has recorded on its invoices/vouchers. The materials described above shall be made available at the Contractor's facility at reasonable times and/or electronically for the Government to access until 3 years after the date of final payment under the contract.

### **G.28 POST-AWARD ORIENTATION AND CONTRACT ADMINISTRATION REVIEWS**

The Contractor shall participate in a post award orientation at a time and place to be determined by the Contracting Officer. In addition, throughout the life of the contract, the contractor shall participate in any contract administration and/or program administration reviews and conferences as deemed in the best interest of the Government. These reviews may be performed via in-person conferences or virtually as deemed appropriate by the Contracting Officer.



## G.29 PAST PERFORMANCE EVALUATIONS

Annual performance evaluations shall be completed for each task order. The Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete evaluations. Completed performance evaluations may be accessed in CPARS.

**Registration:** The Contractor is required to register in CPARS. In accordance with the past performance requirements of FAR 42.15, the Contractor shall register with CPARS, a web-enabled system that collects and manages the library of automated Contractor Performance Assessment System Reporting. Registration information is provided at <http://www.cpars.gov>.

### **Contractor Performance Evaluation:**

Interim, annual, a final evaluations of Contractor performance will be prepared on this Contract in accordance with FAR 42.15. Performance evaluations shall be completed for each completed task order that exceeds the simplified acquisition threshold and for selected Task Orders for lower amounts as determined by the CO. The performance evaluations shall also be completed at least annually for Task Orders that have a performance period of more than one year. The Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete evaluations.

The final performance evaluation will be prepared at the time of completion of work on each Task Order. At the discretion of the Contracting Officer, interim evaluations may be considered. A copy of all evaluations should be provided to the Contractor as soon as practicable after completion of the annual and final evaluation. The Contractor will be permitted thirty (30) days to review the document and to submit additional information or a rebutting statement.

The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be attached to the Report. Any disagreement between the parties regarding an evaluation will be referred to the Contracting Officer for review.

If there are disagreements between the Contracting Officer's performance rating review and the Contractor, the evaluation will be reviewed by the FTA designated "Reviewing Official." The Reviewing Official's decision will be final.

Contractors are encouraged to visit <https://www.cpars.gov/lc.htm> for the free online training. Once the evaluation is read and released, the Contractor will receive a second email alerting them the evaluation is ready for their review and comment(s). The Contractor will have thirty (30) days to respond to the evaluation.

### **Note:**

Unless the Contractor provides a different point of contact (POC) to the Contracting Officer after award, the Contracting Officer will use the Past Performance POC listed on the Contractor's System for Award Management (SAM) profile as the default Past Performance POC. This person will receive the above CPARS email alerts. In accordance with FAR 52.204-7, the Contractor is responsible for the accuracy and completeness of the data within the SAM database. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used by Federal Agencies to support future award decisions.

### **G.30 COST ACCOUNTING SYSTEMS**

The Contractor shall maintain a cost accounting system that will accumulate costs incurred for each task order separately. The Contractor shall invoice the Government only in accordance with its approved accounting system.

Task order proposals will be rejected if the Contractor does not have an adequate accounting system unless the Government determines that the Contractor's action plan for correcting the accounting system is timely and acceptable.

No costs will be paid under the contract until the Contractor's system has been determined adequate by the Contracting Officer.

### **G.31 TRAVEL AND PER DIEM**

All travel performed under this contract shall be performed in accordance with the Federal Travel Regulations (FTR) and must be approved in writing in advance by the COR/ACOR or CO prior to the travel taking place. The actual costs for lodging, meals, and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the FTR as prescribed in the base contract.

In accordance with FAR Subpart 31.205-46, "Travel Costs," and with the Federal 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 and if the Government revises the Per Diem rates to reflect changes to these amounts or to the travel regulations. A written justification must be provided for higher amounts in special or unusual circumstances and approved by the CO.

Food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates and at actual cost. No other expenses will be allowed which include, but is not limited to, profit, OH rates, etc. The CO reserves the right to modify procedures on a Task Order level if there are extensive travel requirements or exceed the travel dollar amount.

**TRAVEL AUTHORIZATION:** Contractors shall ensure that all travel on behalf of the FTA is necessary and allowable under the contract.

**AIR TRAVEL:** Air travel should be in coach class only unless the contractor bears the cost of the difference between coach and first class. Travel should be planned as far in advance as possible to take advantage of discounted fares especially if reasonable certainty exists that the event will take place. If more than one air carrier offers service, travel should be on the carrier that offers the lowest price. Contractor is required to fly on U.S. flag carrier service under the Fly America Act, 49 USC Section 40118, which requires contractors, consultants, and any other persons traveling for the federal government outside the United States via commercial air to travel by U.S. flag air carriers unless an exception to the Act applies.

**RENTAL CARS:** Costs for car rentals for official travel are allowable pursuant to the following: Such rentals are consistent with good business practice, generally, no car larger than a mid-size should be rented. The Contractor should compare the cost of car rental with other forms of transportation and choose the cheaper mode of transportation as such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train) and such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel) unless extenuating circumstances (e.g., excess baggage) require other arrangements and Contracting Officer approval is obtained.

**LODGING:** The Contractor is expected to provide reasonable but not extravagant lodging accommodations for employees in travel status. The Contractor should make use of government rates whenever possible, otherwise, corporate rates or other discounts should be obtained.

Any hotel expenses considered excessive or unreasonable will not be reimbursed. Instead, in those cases, lodging reimbursement will be limited to the GSA lodging rate for the location in question: <http://www.gsa.gov/portal/category/21287>.

Per diem is not intended to fully cover these expenses.

**SPECIAL MEAL ALLOWANCE FOR TRAVEL OF LESS THAN 24 HOURS WHEN THERE IS NO LODGING:** Contractors in non-overnight travel status, who are away from their residence at least 11 consecutive hours excluding meal time (12 hours if on an alternate work schedule), in travel status at least 3 hours beyond their regularly scheduled workday, the meal is eaten at the work site or a restaurant near the work station, and the meal is specifically authorized, should be reimbursed on an actual expense basis with the meal cost limited to a \$10.00 charge (receipt required) or up to \$6.00 without a receipt. According to the IRS regulations, the Contractor must report this expense as income.

**MISCELLANEOUS EXPENSES:** While in travel status, the Contractor may claim the actual amount incurred, not to exceed \$3 per day, for personal long-distance telephone calls while on an overnight travel assignment. This is in addition to per diem, if applicable.

**USE OF PERSONAL OWNED VEHICLE:** Using a privately-owned vehicle (POV) for official travel is allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs such as tolls and parking fees are also generally allowable.

When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the maximum POV mileage rate established by the Internal Revenue Service (IRS). The maximum reimbursement rate will be the rate stipulated by IRS.

If the Contractor chooses to use their own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per diem difference.

NOTE: FTA does not insure contractors, their employees, or their vehicles for liability.

**TAXICABS:** The use of taxicabs is permitted while Contractors are on official travel for FTA. Taxi hire is appropriate when:

- a. Public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;
- b. Traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
- c. For travel from the Contractor's residence to the official station to depart on an assignment requiring at least one night's lodging, and from the official station to the residence on the day the Contractor returns from the trip.

Taxi fares for trips used to obtain meals will not be reimbursed. Reimbursement for taxicab fares (plus the customary 15% tip) will be made only if an appropriate receipt is submitted with the travel reimbursement form.

#### **NON-REIMBURSABLE EXPENSES:**

Examples of expenses that will not be reimbursed include the following:

- a. alcoholic beverages, entertainment;
- b. laundry, dry cleaning, and pressing of clothing;
- c. travel insurance;
- d. parking fines;
- e. charges incurred because of indirect travel for personal reasons;
- f. gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (included in the per diem reimbursement);
- g. nonproductive time related to official travel to and from one's temporary duty station; and
- h. any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

**RECEIPTS:** Except for per diem expenses, valid original receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the travel form must justify the expense. Receipts submitted with the travel reimbursement form should indicate the name of the traveler, date, amount, and the service rendered.

**TRAVEL COMPLETION:** After completion of travel, the Contractor's travel reimbursement form must be submitted for reimbursement. In addition, dates and times of each departure from residence or office, arrival at and the name of the place of temporary assignment, and arrival at the office or residence must be shown on the travel reimbursement form. A certification signed by the traveler must be included on the travel reimbursement form that states that the trip indicated was actually taken and that all expenses are accurate and correct.

**INVOICES:** Contractor's billing for reimbursement of travel expenses must submit an original of each invoice to include all travel supporting documents and travel reimbursement form.

All travel will be reimbursed at actual costs (with a copy of the receipts for expenses) in the following categories:

1. Airline Tickets (commercial rate economy seating)
2. Hotel Expenses (Government rates unless concurred in advance by the COR and/or ACOR and approved by the CO)
3. All Other Modes of Transportation (Taxi receipts are not required if less than \$75.00)

Travel expenses incurred by the Contractor exclusively in the direct performance of this Contract shall occur based on the following:

### **CONTRACTOR TRAVEL**

Temporary Duty (TDY)/non-local travel may be required in the performance of individual task orders issued under this contract. Specific travel requirements will be identified and funded as such need arises. The Contractor has no authority to incur travel costs without explicit prior written approval and signature of the Travel Authorization Request (TAR) form by COR/ACOR and under no circumstance shall incur travel costs more than the funded amount stated in the task order. Salaries and wages while in travel status mode will only be reimbursed exclusively in direct performance of this Contract and when an arrangement is made prior to travel.

### **TRAVEL COSTS**

- a. Travel under this contract is defined as Contractor air and ground transportation, lodging, meals, and incidental expenses.
- b. Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs).
- c. Travel costs are authorized for travel beyond a 50-mile radius of the Contractor's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.

### **LOCAL TRAVEL SHALL BE PROCESSED AS FOLLOWS:**

1. If the Government requires a Contractor employee to work an entire normal workday at a site other than the Contractor employee's local place of performance (official duty station) and the radius between the two locations is within 50 miles, travel costs are generally allowable, but only for any difference in costs between the employee's normal daily commuting expense and commuting expense resulting from the most economical means of transportation available to the employee after considering: any physical or medical needs of the employee and mission requirements. Payment for time associated with such travel is unallowable.

2. If the Government requires a Contractor employee to work part of a normal workday at a site other than the Contractor employee's local place of performance (official duty station) and the radius between the two locations is within 50 miles, all travel costs are generally allowable, but only for those costs resulting from the most economical means of transportation available to the employee after considering any physical or medical needs of the employee; and mission requirements.

For this section, "part of a normal workday" is one in which the employee arrives at the start of his normal workday to his local place of performance (official duty station) and departs at the end of their normal workday from their local place of performance (official duty station).

An example is a Contractor having to attend a meeting at a Department of Transportation site in the middle of the workday. Payment for time associated with such travel is generally allowable as long as such time is counted as part of the employee's normal workday.

3. If the Government requires a Contractor employee to work part of a normal workday at a site other than the employee's local place of performance (official duty station) and the radius between the two locations is within 50 miles, travel costs are generally allowable, but only for any difference in costs between the employee's normal daily commuting expense and commuting expense resulting from the most economical means of transportation available to the employee after considering any physical or medical needs of the employee; and mission requirements.

For this section, "part of a normal workday" is only one of the following:

- a. One in which the employee arrives at the start of their normal workday to their local place of performance (official duty station); or
- b. One in which the employee departs at the end of their normal workday from their local place of performance (official duty station).

An example is a Contractor having to attend an all-morning local meeting and returning afterwards to their local place of performance (official duty station).

Payment for time associated with going from the employee's local place of performance (official duty station) to a site other than the employee's local place of performance (official duty station) is generally allowable as long as such time is counted as part of the employee's normal workday.

- c. No travel costs (or associated labor time during travel) shall be allowable for regular commuting or telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).

**\*\*\*The Government will pay the Contractor, under the applicable labor category CLIN(s), for each Contractor employee's travel time to or from authorized work locations while in travel status as long as the following are met:**



Salaries paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious route. The Contractor shall identify the estimated number of hours while in travel status on the TAR form, to be submitted to the COR/ACOR for approval in advance of travel.

1. Travel time begins no earlier than two (2) hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport).
  2. The Government will not pay for a Contractor employee's time spent in layovers that are for the convenience of the Contractor employee or Contractor.
  3. The Government will not pay more than eight (8) hours per day per Contractor employee for travel time.
  4. The Government will not pay for a Contractor employee's travel time that is outside the employee's regular working hours.
  5. The Government will not pay for a Contractor employee more than the number of hours in the employee's normal workweek. "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
  6. "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
  7. Exceptions must be authorized in advance and in writing by the Contracting Officer.
- d. Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless an exception exists. If such conditions exist (i.e., task order or line item in a task order), the Contractor shall submit with their travel request a memorandum explaining why they do not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the awarded TO is contingent upon Government acceptance of such explanation with the approval by the Contracting Officer.

If such conditions exist under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit with their voucher a memorandum explaining why they did not use a U.S.-flag air carrier service with approval by the Contracting Officer. Reimbursement is contingent upon Government acceptance of such explanation, and approval by the Contracting Officer.



- a. Fee or profit on travel expenses is not an allowable reimbursement. Direct travel costs proposed and incurred for all Task Orders shall be limited to the maximum rates set forth in the following regulations (See FAR 31.205-46 for additional information regarding travel costs): Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States and as prescribed in the base contract.
- b. The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between the place of origin and destination. Cost for delays enroute (excluding Government caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) will not be reimbursed.
- c. Per diem expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where an overnight stay is necessary and authorized by the COR/ACOR for the performance of services under this Contract. The authorized per diem rate shall be the same as the prevailing per diem rate authorized in official government travel status in the same locality.

When travel is required, the following requirements shall be followed:

1. Contractors shall schedule flights in advance for meetings to reduce airfare costs. "Emergency" meeting fares will be approved by the COR/ACOR prior to departure.
2. Contractors will not send more than 2 employees or consultants to any meeting unless advance written approval is obtained from the COR/ACOR.
3. All car rentals will be economy cars. The Contracting Officer may authorize larger vehicles upon receipt of a justified request (based upon the number of travelers and equipment being carried).
4. Contractors are encouraged to negotiate "preferred traveler" arrangements with U.S.-flag carriers.
5. Contractors are encouraged to take advantage of any discounts (e.g., AAA, Government Rates when available, Corporate Rates) when permitted.
6. Video Teleconferences shall be used to the greatest extent possible.
7. Requests for travel on other than "coach" rates shall be submitted to the COR/ACOR and approved by the Contracting Officer prior to execution of such travel.
8. Normal commuting expenses are not allowed.
9. The cost of travel by privately owned vehicles will be reimbursed at the current GSA approved mileage rate.
10. The Government will not reimburse the Contractor or otherwise pay for commercial transportation, lodging, meals, or incidental expenses associated with local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance. However, subject to the approval of the Contracting Officer on a case-by-case basis, Contractor personnel may be authorized reimbursement or payment for the use of privately-owned vehicles (POV) in the direct performance of task order requirements. Such reimbursement or payment, if authorized, shall be limited to the current government POV mileage rate.

### **G.32 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. Policymaking 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; agencies, or otherwise acting as an agent to obligate or commit in any capacity.
5. Clerical and other administrative type functions required to be performed by civil service personnel and supervision of Government employees.

### **G.33 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME**

If a contractor merges, is acquired, recognizes a successor in interest to Government contracts when Contractor assets are transferred, recognizes a change in a contractor's name, or executes novation agreements and change-of-name agreements, the Contractor must notify the Contracting Officer promptly and provide a copy of the novation or any other agreement that changes the status of the Contractor.

### **G.34 FORWARD PRICING RATE AGREEMENTS, FORWARD PRICING RATE RECOMMENDATIONS, AND APPROVED BILLING RATES**

Billing rates and final indirect cost rates may be used in reimbursing indirect costs under cost-reimbursement TOs and in determining progress payments under fixed-price TOs.

A DCAA-approved Forward Pricing Rate Agreement (FPRA) means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications.

These rates represent reasonable projections of specific costs that are not easily estimated for, identified with, or generated by a specific contract, contract end item, or task. These projections may include rates for such things as direct labor, indirect costs, material obsolescence and usage, and material handling.

A Forward Pricing Rate Recommendation (FPRR) means a set of rates and factors unilaterally established by the DCMA Administrative Contracting Officer (ACO) for use by the Government in negotiations or other contract actions when forward pricing rate agreement negotiations have not been completed or when the contractor will not agree to a forward pricing rate agreement. Approved Billing Rates means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs and adjusted as necessary pending the establishment of final indirect cost rates.

For Time & Materials, Labor Hour, and Cost-Reimbursement (all types) TOs solicited and awarded under the Base Contract, Contractors are encouraged to execute a FPRA and/or approved billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

The Contractor shall notify the Contracting Officer for affected TOs in writing if there are any changes in the status of its FPRA, FPRR, and/or approved billing rates and provide the reasons for the change and copies of audit reports, as applicable.

### **G.35 QUICK CLOSEOUT PROCEDURES**

The Contractor is authorized to use the quick-closeout procedure for Task Orders issued under this Contract in accordance with FAR 42.708, "Quick-Closeout Procedure," and FTA Closeout documents.

### **G.36 TASK ORDER CLOSEOUT**

The Contracting Officer is responsible for closing out individual Task Orders under the Base Contract. The Contractor agrees to cooperate with the Contracting Officer to close out Task Orders expediently and practical after Task Order Period of Performance, cancellation, or termination of each Task Order.

Task Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 "Administrative and Information Matters" and FAR Part 42 Contract Administration and Audit Services." The Government is encouraged to utilize FAR 42.708, "Quick-Closeout Procedures," to the maximum extent practicable.

The Contracting Officer has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Task Order is physically complete and the amount of unsettled indirect cost to be allocated to the Task Order is relatively insignificant (See FAR 42.708(2)).

A determination of final indirect costs under quick-closeout procedures shall be final for the Task Order it covers, and no adjustment shall be made to other Task Orders for over-or under-recoveries of costs allocated or allocable to the Task Order covered by the agreement. Once agreement for quick closeout is reached on an individual Order, a bilateral modification will be issued to close out the Task Order.

Final invoices which result in a charge to the government in excess of \$250 or refunds to the Government in excess of \$250 shall be processed prior to quick closeout of the Base Contract. Amounts due to the Contractor or refundable to the Government of less than \$250 will be considered insignificant and will not be processed.

### **G.37 ANNUAL ORDER CLOSE-OUT REPORT**

The Contractor shall submit annually the Annual Order Close-Out Report to the Contracting Officer as designed in the IDIQ Base Contract, due 30 days after the anniversary date of the IDIQ Base Contract award date, and thereafter until all orders are accounted for.

This report shall include a list of all expired orders within the reporting period, issued under the IDIQ Base Contract and will include, but not be limited to, the following:

1. Order Number
2. Order Type
3. CO Point of Contact
4. CO Email
5. Period of Performance
6. Final Order Value
7. Cumulative Invoiced Amount
8. De-obligated Amount
9. Total Amount Paid
10. Balance Owed
11. Final Invoice Paid (Y/N)
12. Release of Claim Date
13. Pending Actions (if not closed out)

The report will also include updates to Order Numbers reported in the previous years that have not been completely closed out.

### **G.38 SUBCONTRACTORS**

Pursuant to FAR 52.244-2 “Subcontracts” (JUN 2020), the following subcontractor(s) were identified and agreed to during negotiations to provide the services covered by this contract (**TBD – See Section B.25**). The following subcontractor(s) have been identified in the Contractor’s proposal as necessary for performance of this contract and were evaluated during negotiations: (Subcontractor(s) Name(s) TBD), see Section B.25.

Advance notification or requests for consent pursuant to the contract clause entitled “Subcontracts” (FAR 52.244-2) shall be directed to the Contracting Officer or designee. Requirements, subsequent, or additional subcontractors and the content of their subcontracts shall be required with written approval from the Contracting Officer. The Contractor shall follow the procedures specified in FAR Part 44, FAR 52.244-2, and FAR 52.244-5 when providing advance notification or requesting the CO’s consent for new subcontracts.

New subcontracts may be necessary for professional labor in cases where it is clear to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the described in the contract and resulting task order and is not available from within the prime Contractor's staff or its existing team of subcontractors. During task order solicitations, Contractors shall obtain approval of all new subcontractors prior to submission of its task order proposal. In addition to the information required by FAR 52.244-2, the Contractor must submit written technical rationale describing the need for a new subcontractor. If a subcontractor's accounting system has been reviewed by a Government audit agency, such as the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA) and determined by the CO to be adequate for determining costs under a cost reimbursement contract, the subcontractor's proposal must be submitted as a CPFF type subcontract.

### **G.39 CONSULTANTS**

Advance notification or requests for consent pursuant for Consultants is required and shall be directed to the Contracting Officer or designee and with written approval from the Contracting Officer. FAR 31.205-33 provides for services rendered by persons who are members of a profession or possess a special skill and who are not officers or employees of the Contractor. All Consultant Costs must show the purpose, hours, and cost with detail supporting documentation to support the proposed cost. For example, costs of consultants should be broken down by person, years, months, days, or hours.

**(END OF SECTION G)**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NON-PERSONAL SERVICES**

No personal services as defined in Part 37 of the FAR shall be performed under this contract.

No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer (CO) of this communication or action.

The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall hold himself or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that he or she has no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change its contract, then that contractor should notify the CO for that contract and not carry out the direction until the CO issues a clarification.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

### **H.2 GPO PRINTING REQUIREMENT**

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

### **H.3 CONTRACTOR RESPONSIBILITY**

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of the work performed.

Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

#### **H.4 SALES TAX EXEMPTION**

The Federal Transit Administration of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

The Contractor shall be provided with tax exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement (see each individual task order).

Notwithstanding the terms of the federal, state, and local taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and at the CO discretion, the Government shall pay the amount of the tax to the Contractor where the amount of the tax exceeds \$250.00.

#### **H.5 LEVEL OF EFFORT TASK ORDERS**

- a) In the performance of each Task Order issued under this Contract, the Contractor agrees to provide the Level of Effort specified in the Task Order and in accordance with this provision.
- b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order.
- c) The Contractor shall notify the Contracting Officer and COR/ACOR immediately, in writing, whenever it has reason to believe that the level of effort that the Contractor expects to incur under any task order in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level of effort obligated for that task order. If obligations are from multiple funding sources, notification is required to be funding source specific in addition to the overall task order.
- d) The contractor shall notify the CO when the level of effort required to perform a particular task order will be greater than the level of effort established for the task order.
- e) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clauses.
- f) If, during the term of the Task Order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the Task Order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the Task Order.



- g) If the maximum amount specified in the Contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this Contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract.
- h) The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer.
- i) Any agreement to accelerate will be formalized by modification of the Task Order and, if necessary, the base contract.
- j) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a Task Order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten (10) calendar days of receipt.
- k) If the total level of effort specified in each Task Order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows as deemed applicable by the Contracting Officer.

**Fee Reduction = Fixed Fee [(Required LOE – Expended LOE Hours) / Required LOE Hours]**

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the Task Order shall have been expended, at no increase in the fixed fee of the Task Order.

- l) In the event the Government fails to fully fund the Task Order in a timely manner, the term of the Task Order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the Task Order, the fee will be adjusted in direct proportion to that effort which was performed.
- m) It is understood that the mix of labor categories provided by the Contractor under the Task Order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.
- n) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds" either of which incorporated herein applies to each task order under this Contract.

## H.6 KEY PERSONNEL

The Contractor shall assign Key Personnel as required in the Base Contract and individual Task Orders. The Contractor shall obtain the consent of the Contracting Officer in writing prior to making key personnel substitutions. Requests for changes in key personnel shall be submitted to the Contracting Officer at least **ten (10) calendar days** in advance of the proposed substitution, and prior to making any permanent substitutions. The Contractor shall submit written justification in sufficient detail to permit evaluation shall impact the continuation of work.

The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor after receipt of all required information of the approval/disapproval decision on substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced unless an exception is approved by the Contracting Officer.

The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The task order will be modified to reflect any approved changes.

### KEY PERSONNEL DESIGNATION

The individuals listed below are considered **Key Personnel** to the performance of work for this contract and any resultant Task Orders:

Name	Position	Company
*TBD (upon contract award)	*TBD (upon contract award)	*TBD (upon contract award)
*TBD (upon contract award)	*TBD (upon contract award)	*TBD (upon contract award)
*TBD (upon contract award)	*TBD (upon contract award)	*TBD (upon contract award)

**\*TBD-To be determined**

All Key Personnel are subject to the following:

1. Replacement is subject to the prior written review and recommendation of the Contracting Officer's Representative (COR) to the Contracting Officer and final approval of the Contracting Officer.
2. Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, as well as information about the qualifications of the individual(s) proposed. Proposed labor rates shall be in accordance with Section B Tables.

## H.7 QUALIFICATIONS OF CONTRACTOR PERSONNEL

The Contractor shall propose the labor mix necessary to complete each issued Task Order. The Government will not provide or pay for training, conferences, or seminars to be given to Contractor personnel for them to perform their tasks. The Contractor is expected to provide trained, knowledgeable personnel per the requirement of the Contract and any resulting Task Orders. If it is determined during the performance of the Task Order that training, conferences, or seminars not specified in the Task Order are required, only the Contracting Officer may approve the training.

## **H.8 REPLACEMENT OF PERSONNEL (MISSION CRITICAL AND NON-KEY PERSONNEL)**

The Contractor shall provide at all times staffing that meets or exceeds the category descriptions required for the applicable task order, (See Section C). When services under a category cannot be provided by the Contractor because of the need for replacement staffing (Mission Critical and non-Key/Non-Mission Critical Personnel), requests for changes in Mission Critical and Non-Key/Non-Mission Critical personnel shall be submitted to the Contracting Officer at least ten (10) calendar days in advance of the proposed substitution. This subsection provides for obtaining replacement personnel due to the departure of personnel for reasons other than deficient/nonconforming services or security disapproval reasons.

The Contractor shall not provide the Government with several different resumes to choose from for the replacement personnel. The Contractor shall only provide a resume for the individual that is being proposed as the replacement personnel. Review of the resume by the Government is to allow the Government the opportunity to verify that the proposed replacement personnel's resume demonstrates that the individual meets or exceeds the requirements of the category description.

It is the responsibility of the Contractor to ensure that its personnel are capable of performing the necessary services to satisfactorily accomplish the required performance and deliverables. In addition, it is the responsibility of the Contractor to ensure that replacement personnel have the necessary requirements to receive security approval by FTA's Office of Security if deemed applicable.

Such a notification shall include the following:

- a. An explanation of the circumstances necessitating the substitution
- b. Requests for replacement shall include a complete resume of the proposed substitute in accordance with the J-2 format along with the estimated level of effort proposed and hourly rate not to exceed the amount in Section B.27 and B.28 based upon the task order type.
- c. Proposed labor rates shall be in accordance with Section B Tables, and any other information requested by the CO/COR to enable him/her to judge whether the Contractor is maintaining the same high quality of personnel as listed in the basis for award (see Section C).

The CO and COR/ACOR will evaluate substitutions at the Contract and TO level. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor. Proposed labor rates shall be in accordance with the Section B Tables.

Verification of the replacement personnel will be accomplished by the Contracting Officer and Contracting Officer's Representative/ Alternate Contracting Officer's Representative after receipt of the resume. The Contracting Officer or designee will inform the Contractor, in writing, that the verification has been completed and provide approval, disapproval or concerns, if any, that were found. The Contractor shall address any concerns within two (2) business days from receipt of the Contracting Officer's or Contracting Officer's Representative/ Alternate Contracting Officer's Representative written correspondence. Resolution of any concerns will be processed as determined by the Contracting Officer.

**Process to request and add a new Labor Category:** The Government reserves the right to add new Labor Categories under the master contract in support of the PMO program when determined to be in the best interest of the Government. The Contractor must make the request in writing to the Contracting Officer with the following supporting information:

- a. Shall include a detailed resume in accordance with the J-2 format containing a description of position duties and qualifications;
- b. Proposed labor rate and rationale for the proposed labor rate;
- c. Description and justification narrative included to provide the rationale for adding the new labor category;
- d. Any other information requested by the CO/COR to enable him/her to judge if the Contractor is maintaining the same high quality of personnel.

Ultimately, if deemed acceptable to the Government, a contract modification will be executed to add the new Labor Category.

In the event the Contractor does not replace personnel within the above timeframe, this may be considered nonconforming services by the Contracting Officer and be subject to the provisions of FAR 46.407 and FAR 52.246-4.

## **H.9 HANDLING OF DATA**

The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- a. Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor
- b. Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two (2) copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after award.

The Contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third-party data or software by the Contractor, its employees, subcontractors, or agents.

The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract.

The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

- a. The Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor.
- b. The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition.
- c. Use of an alternate subcontract source would reasonably detract from the quality of effort; and
- d. The Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

If the CO denies the exception, the Contractor and its subcontractors shall not have access to the data and information for which the Contractor and any of its subcontractors took exception, unless the Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. If the CO approves an exception, the CO shall provide the approval and its specific parameters (including duration), in writing, to the Contractor before the Contractor or any of its subcontractor is granted access to the restricted data (including, but limited to, any trade secrets, confidential information, or proprietary/restricted data as well as Government "For Official Use Only" for use in connection with the work under this contract).

The Contractor and its subcontractors agree to abide by all data and information markings. When transferring, or sharing such data for work under this contract, before such transfer or sharing, the Contractor and its subcontractors shall ensure the markings are included or remain on the data and information as the markings were received from the Government or another company.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the CO (or to a company) be deleted from the Contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" generally has the meaning set forth in FAR 52.227-14, "Rights in Data-General" (MAY 2014), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14.

In regard to other companies' information that the Government may receive with restrictions or pursuant to a non-disclosure agreement, "data" may also mean any information pertaining to that company without limitation, and including "information incidental to contract administration, such as financial, administrative, cost or pricing, or management information," regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

## **H.10 TECHNOLOGY UPGRADES/REFRESH**

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the task order. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the CO for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- a. A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- b. Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- c. An estimate of the changes in performance and price or cost, if any, that will result from the adoption of the proposal;



- d. An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government application software);
- e. A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and
- f. Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal.

The decision of the CO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the CO will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed ninety (90) calendar days) that the item will be tested.

The CO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price or CPFF shall be in accordance with the procedures of the applicable "Changes" clause incorporated by reference in Section I of the contract. The resulting task order modification will state that it is made pursuant to this clause.

## **H.11 INSURANCE**

The Contractor shall comply with Section I, FAR Clause 52.228-5 "Insurance-Work on a Government Installation" and additionally, FAR Clause 52.228-7, "Insurance-Liability to Third Persons." The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The Contractor is responsible for providing insurance for the following types and minimum amounts:

- a. Workman's Compensation and Employees Liability Insurance as required by applicable statute, but not less than \$100,000.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c. Property damage liability with a limit of not less than \$100,000 for each accident.



- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$20,000 for each accident. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the CO at least 30 calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO not later than ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

## **H.12 SUBCONTRACTING PROVISIONS APPLIES TO LARGE BUSINESSES**

The failure of any Contractor or subcontractor to comply in good faith with the FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns (OCT 2022)" incorporated in the contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages- Subcontracting Plan (SEP 2021)."

## **H.13 SMALL BUSINESS SUBCONTRACTING PLAN**

Once the Contractor's Small Business Subcontracting Plan dated **(To Be Inserted at Time of Award)**, in support of this contract has been determined to be acceptable, it is incorporated into and made a material part of the contract.

The Contractor shall register with the Electronic Subcontracts Reporting System (eSRS) for the submission of its Individual Subcontract Report and the Annual Summary Reports. The eSRS is a world-wide web-based application available at <https://www.esrs.gov/>. The eSRS website provides training and instruction for data submission.

The Contractor (this applies only to large businesses) shall submit periodic reports which show compliance with their subcontracting plan. The contractor shall submit the following Subcontracting reports electronically via the Electronic Subcontracting Reporting System (eSRS) at <https://www.esrs.gov/>.

Regardless of the effective date of the contract, the report shall be due on the following dates for the entire period of performance of the contract: (April 30th and October 31st)

## H.14 SUBCONTRACTING GOALS

The Subcontracting Goals for this requirement are as follows and will be assessed on an annual basis in consideration of all Task Orders in effect at that time:

### **FY 2023 Department of Transportation Small Business Subcontracting Goals**

Small Business (SB)	46%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
Service-Disabled Veteran Owned Small Business (SDVOSB)	3%
HUB Zone	3%

## H.15 SUBCONTRACT CONSENT

Since this is an IDIQ contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clause 52.244-2 and FAR Clause 52.244-5 when providing advance notification or requesting consent to new subcontracts.

New subcontracts may be necessary for professional labor in cases where it is demonstrated to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors.

If a subcontractor's accounting system has been reviewed and approved by a cognizant audit agency, usually the Defense Contract Audit Agency (DCAA), the subcontractor's proposal must be submitted as a CPFF-type subcontract.

In order to add a new subcontractor, the Contractor must submit a written technical rationale describing the need for the new subcontractor to the Contracting Officer for approval. Upon approval, a cost proposal including contract type with detailed cost information must be submitted to the Contracting Officer for approval. The approved subcontract value shall be the subcontract ceiling on the Master Contract level. Prior to using the subcontractor, the Contractor must propose the subcontractor on a specific task order and identify a cost ceiling for approval. This task order proposal requires a separate cost proposal. The Contractor is required to monitor this amount and shall not exceed the approved cost ceilings on a Master Contract level for each subcontractor.

During a task order solicitation, the Contractor shall obtain approval of all new subcontractors prior to submission of its task order proposal. In such cases, task order proposals must include at least 75% (labor hours) of the Contractor's current team (the Prime and previously authorized subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

## **H.16 ACCOUNTING SYSTEM REVIEWS**

A Prime Contractor is not eligible to receive a Base Contract or a CPFF (Term or Completion) Task Order award unless its accounting system has been reviewed by a Government audit agency, non-government auditor or an independent, third party accounting firm that has certified the accounting system for compliance with the same standards set forth in SF1408, Pre-award Survey of Prospective Contractor Accounting System and FAR Part 31 and determined by the Contracting Officer to be adequate for determining costs under a cost reimbursement contract. The Contracting Officer relies on information provided by a Government audit agency (such as the DCAA) to determine the adequacy of a Contractor's accounting system.

An adequate accounting system is a system that provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements. In accordance with FAR part 16.301-3, In accordance with FAR part 42.302, the contractor's accounting system shall be adequate during the entire period of contract performance.

The adequacy of the Contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS). Consent or contract award will not be given for a subcontractor unless that subcontractor's accounting system has been reviewed by a Government audit agency, non-government auditor or an independent, third party accounting firm that has certified the accounting system for compliance with the same standards set forth in SF1408, Pre- award Survey of Prospective Contractor Accounting System and FAR Part 31 and determined by the CO to be adequate for determining costs under a cost reimbursement contract.

After award, the Contractor shall notify the CO in writing if there is any change in the status of its approved accounting system and provide the reason(s) for the change. Documentation required to be submitted for CO consent shall be submitted in accordance with FAR Part 44, Subcontracting Policies and Procedures.

## **H.17 SECURITY AND POSITION SENSITIVITY DESIGNATIONS**

Portions of the work under Section C may require Contractor personnel with security clearances. Cleared personnel, if required, must be available at the transition of the contract or task order. Some task orders may require access to classified information. The requirement for a Facility Clearance for individual task orders will be determined at the time a Task Order Request for Proposal (TORP) is issued and will state whether or not the clearance will apply to the Prime and/or any of its subcontractors.

If a Facilities Clearance is required, the Contractor shall follow procedures in accordance with the National Industrial Security Program Operating Manual (NISPOM); 32 CFR 117 (02/24/2021) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining the appropriate security clearance from the Defense Security Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed. The Government will supply the DD-Form 254 Contract Security Classification Specification, as appropriate at the contract and/or task order level.

The Contractor shall comply with the following Position Sensitivity Designations as defined under DOT Order 1630.2C, Personnel Security Management (to be provided as Government Furnished Information (GFI) under the Task Order). All labor categories under this contract have been determined to be low risk.

If required under an individual task order, the Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the National Industrial Security Program Operating Manual (NISPOM); 32 CFR 117 (02/24/2021) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award.

The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

#### **H.18 INCIDENTAL HARDWARE/SOFTWARE**

The acquisition of hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order; and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of the performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials.

The request shall include a description of the specific items, direct cost, indirect cost, and rationale. Note that any Contractor acquired property is Government property and is accountable (refer to FAR Clause 52.245-1 (SEP 2021)).

**NOTE:** Should the need arise for the Contractor (or its subcontractor) to purchase any commercial information technology (IT) hardware, software and/or telecommunications in support of FTA projects, the contractor's Task Order Manager shall submit a request in writing to the COR/ACOR. The COR/ACOR must obtain approval of the FTA Chief Information Officer (CIO) and Contracting Officer (CO) before authorizing this type of purchase. To the maximum extent practicable, all IT purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 39.

#### **H.19 REQUESTS TO ACQUIRE EQUIPMENT**

It may be necessary under this contract for the Contractor to acquire equipment to perform certain task orders under the contract. The Contractor is required to submit requests to acquire equipment to the CO for approval. The request shall include an explanation as to why the Contractor cannot provide the equipment from its own inventory, an analysis of the competitive pricing obtained, and the fair and reasonable pricing determination for the subject equipment.

The Contractor shall track the Contractor-acquired equipment as Government Property in accordance with Government Property clauses incorporated elsewhere within this contract. To the maximum extent practicable, all purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 39.

(a) Definitions. As used in this clause -

- Agency access means access to DOT facilities, sensitive information, information systems or other DOT resources.
- Applicant means a contractor employee for whom the Contractor applies for a DOT identification card.
- Contractor employee means a prime contractor and subcontractor employee who requires agency access to perform work under a DOT contract.
- Identification card (or “ID card”) means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-1 issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-1 cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
- Issuing office means the DOT entity that issues identification cards to contractor employees.
- Local security servicing organization means the DOT entity that provides security services to the DOT organization sponsoring the contract.

(b) Risk and sensitivity level designations. For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees. The following risk and sensitivity level designations and associated level of processing are required, and each level includes the prior levels -

- 1) Low risk level: National Agency Check with Written Inquiries (NACI);
- 2) Moderate risk level: Minimum Background Investigation (MBI); and
- 3) High risk level: Background Investigation.

(c) Security clearances. Contractor employees may also be required to obtain security clearances (*i.e.*, Confidential, Secret, or Top Secret). National Security work designated “special sensitive,” “critical sensitive,” or “non-critical sensitive,” will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

(d) Pre-screening of contractor employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only candidates that appear to meet such requirements are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:

- 1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude;
- 2) Falsification of information entered on forms or of other documents submitted;
- 3) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract; and
- 4) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.

(e) Citizenship status. The Contractor must monitor a non-citizen's continued authorization for employment in the United States. The Contractor must provide documentation to the Contracting Officer and the COR/ACOR during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

(f) Background investigation and adjudication. A contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (Interoperable) cards issued by an authorized PIV-1 issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each Contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR/ACOR or Contracting Officer. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.



(g) Agency access denied. Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The Contractor must not provide agency access to contractor employees until the COR/ACOR or Contracting Officer provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor employee is denied agency access by the Government or, if for any reason a proposed application is withdrawn by the Contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective prescreening or planning on the part of the Contractor may be considered as part of the Contractor's overall performance evaluation.

(h) Identification card application process. The COR/ACOR will be the DOT ID card Sponsor and point of contact for the Contractor's application for a DOT ID card. The COR/ACOR shall review and approve the DOT ID card application before an ID card is issued to the applicant. An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COR may request the issuing office to waive the six-month eligibility requirement when it is in DOT's interest for contract performance. The following applies -

- 1) PIV card. The applicant must complete a DOT on-line application for a PIV card;
- 2) Non-PIV card. The applicant must complete and submit a hard copy of Form 1681 to the COR/Sponsor; and
- 3) Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in Form F-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

(i) *Identification card custody and control.* The Contractor is responsible for the custody and control of all forms of government identification issued by DOT to contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The Contractor shall:

- 1) Provide a listing of personnel for whom an identification (ID) card is requested to the COR/ACOR who will provide a copy of the listing to the card issuing office. This may include Contractor and subcontractor personnel. Follow issuing office directions for submittal of an application package(s).
- 2) While visiting or performing work on a DOT facility, as specified by the issuing office or COR/ACOR, ensure that contractor employees prominently display their ID card.



- 3) Immediately notify the COR/ACOR or, if the COR/ACOR is unavailable, the Contracting Officer when a contractor employee's status changes and no longer requires agency access (e.g., employee's transfer, completion of a project, retirement, removal from work on the contract, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.
- 4) Promptly deliver to the issuing office: (a) all ID cards assigned to an employee who no longer requires access to the facility; and (b) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
- 5) Immediately report any lost or stolen ID cards to the issuing office and follow its instructions.
  - (i) The Contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the contractor employee. The Contractor must ensure that contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR/ACOR or, if the COR/ACOR is unavailable, the Contracting Officer when an ID card is lost, stolen or damaged.
  - (ii) Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.
  - (iii) Specific actions and activities are required in certain events -
    - a. Renewal. A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
    - b. Lost/stolen. Immediately upon detection, the Contractor or contractor employee must report a lost or stolen DOT ID card to the COR/ACOR, or if the COR/ACOR is unavailable, the Contracting Officer, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR/ACOR or, if the COR/ACOR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR/ACOR or Contracting Officer. From the date of notification to DOT, the Contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

- c. Replacement. An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.
- d. Surrender of ID cards. Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the Contractor must surrender the DOT issued ID card to the COR/ACOR, or if the COR/ACOR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization in accordance with agency procedures.
- e. Flow down of clause. The Contractor is required to include this clause in any subcontracts at any tier that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

## **H.20 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES**

Any work under this contract which is performed by the Contractor, or any of its subcontractors, on premises that are under direct control of the Government, is subject to the following provisions:

- 1. Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee.
- 2. In the performance of this work, the Contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.
- 3. The Contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as a point of contact.
- 4. Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

## **H.21 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS**

The Contractor shall neither publish nor disclose in any manner without the written consent of the CO, any items that may be ordered through the contract.

## **H.22 SPECIAL CONSIDERATION**

Products and services delivered under this contract are for the sole benefit and use of FTA and may not be relied upon by any third party. The PMOC's delivery of products and services under this contract does not create any responsibility or liability towards any third party.

Similarly, the PMOC's delivery of products and services under this contract does not relieve any third party of any responsibilities or liabilities for carrying out the FTA-funded project. The PMO shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs about the FTA-funded project, since these are solely the Project Sponsor's rights and responsibilities.

## **H.23 ORGANIZATIONAL CONFLICT OF INTEREST**

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. This clause is applicable at both the Base Contract level and Task Order level throughout the life of the contract.

1. The Contractor is responsible for maintaining and providing an 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.
2. The Contractor's notice called for in paragraph (2) 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.
3. 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.
4. 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 (MAY 2014)," which is also incorporated by reference herein.

- a. The Contractor's misrepresentation of facts about 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.
- b. The Contractor shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.
- c. The Contractor is prohibited from submitting qualifications, bids, proposals, offers, solicitations, or similar documents to the Project Sponsor it is performing oversight functions on during the contract and task order performance periods.
- d. Management of conflicts of interest by the Contractor will be a part of performance evaluations.
- e. The Contractor shall insert the substance of this clause in each subcontractor that exceeds the simplified acquisition threshold.

## **H.24 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL**

1. In addition to the requirements of contract clause H-23 entitled "Organizational Conflict of Interest," the following provisions with regards 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.
2. The Contractor agrees to immediately notify the COR/ACOR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regards 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.
3. The Contractor agrees to notify the COR/ACOR and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. If 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 the performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
4. The Contractor agrees to insert in any subcontractor 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.25 COMPLETION OF CONFLICT OF INTEREST MATRIX IN SECTION J, CONFLICT OF INTEREST MATRIX**

The Contractor is required to complete and submit Attachment J-11, Organizational Conflict of Interest (OCI) Matrix in Section J.

## **H.26 EXCLUSIONS DUE TO ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Work under this contract may provide the Contractor with access to information about future Government procurements, including information that generally is not available to the public. In addition, the work may involve the creation, development or enhancement of specifications or requirements, for various systems, equipment, hardware, and/or software. In order to prevent or mitigate a potential or actual bias, unfair competitive advantage, or other potential or actual conflict of interest, the Contractor shall be subject to the following exclusions:
  - (1) The Contractor may be excluded from competition for, or award of, any Government contract for which, in the course of the performance of this contract, the Contractor has received procurement information which has not been made generally available to the public.
  - (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor assists in the development of the solicitation, Cost Estimate, Requirements, Specifications, or Statement of Work.
  - (3) The Contractor shall be excluded from competition for, or award of any Government contract which requires or includes the evaluation and/or development of system requirements, system definition, or other products that were developed by the Contractor under this contract.
  - (4) The Contractor may be excluded from competition for, or award of, any Government contract which requires, construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.
- b. The term "Contractor" as used in this clause includes any person, firm, corporation, or other business entity which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm, corporation, or business entity in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term "Contractor" also includes the corporate officers or other officers or principals (if not a corporation) of the Contractor, and of any parent or subsidiary corporation thereof, which has a majority or controlling interest in the Contractor.
- c. The exclusions contained in this clause shall apply for the life of the Contract (including all task orders, if any, issued under the Contract) plus two (2) years.
- d. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor shall be ineligible to be a subcontractor, at any tier, on such contract.
- e. This clause shall be incorporated into any subcontracts awarded under this contract.

## **H.27 CONFLICT OF INTEREST DISCLOSURE**

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 an 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 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 interests of a regulated or affected organization.

Pursuant to the information above, the Offeror shall describe in detail from the list below why it believes, in light of the interest(s) identified:

- a. That performance of the proposed contract can be accomplished in an impartial and objective manner.
- b. In the absence of any relevant interest identified from above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- c. The CO 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 CO 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.
- d. 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.
- e. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. 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 CO may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.



## H.28 LEGAL HOLIDAYS/CLOSING

The following Federal legal holidays are observed, and no work shall be performed at a Government facility, unless approved in writing, and in advance, by the Contracting Officer:

New Year's Day  
Martin Luther King, Jr. Birthday  
Washington's Birthday  
Memorial Day  
Juneteenth National  
Independence Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Whenever a recognized Federal holiday falls on a Saturday, the preceding Friday will be observed as a legal holiday. Whenever a recognized Federal holiday falls on a Sunday, the following Monday shall be observed as a legal holiday.

The Contractor shall comply with the aforementioned Federal holidays and any other day designated by the Federal Statute, Executive Order, or Presidential proclamation; therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

- a. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.
- b. If Government personnel are furloughed, the Contractor shall contact the CO or the COR/ACOR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:
- c. Contractor personnel that can continue contract performance (either on-site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.
- d. Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- e. In situations, that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until the special legislation affecting Government personnel is signed into law by the President of the United States.



- f. Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract. When any DOT/FTA grants emergency administrative leave to its Government employees, Contractor personnel performing effort at that DOT/FTA site must also be dismissed.

## **H.29 SELECTED COST**

### **Travel Costs**

Contractor personnel will be required travel to support the requirements of this contract and as stated in individual Task Orders. Long distance and local travel will be required both in the Continental United States (CONUS). For those Task Orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual COR/ACOR to obtain advance, written approval for the travel about to be conducted.

The Contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel.

If any travel arrangements cause additional costs to the Task Order that exceed those previously negotiated the cost will be deemed unallowable unless written approval by Task Order modification issued by the CO prior to undertaking such travel.

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets will be deemed unallowable. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

### **Training**

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the CO. Attendance at workshops or a symposium is considered training for purposes of this clause.

### **General Purpose Office Equipment (GPOE) and IT**

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware, and similar products, services (including support services), and related resources.

### **H.30 GOVERNMENT PROPERTY**

In the event the Contractor is required to purchase property in the performance of this contract, the Contractor shall follow and comply with the procedures of FAR Part 45 and other applicable agency specific regulatory supplements.

The Contractor is required to submit requests to acquire equipment to the CO for approval. The request shall include an explanation as to why the Contractor cannot provide the equipment from its own inventory, an analysis of the competitive pricing obtained, and the fair and reasonable pricing determination for the subject equipment. The Contractor shall track the Contractor-acquired equipment as Government Property in accordance with Government Property clauses incorporated elsewhere within this contract. Unless otherwise specified in a task order, the Contractor shall provide all office equipment, computers/workstation, and consumable supplies at the Contractor's sole and exclusive expense.

### **H.31 LEASING OF REAL AND PERSONAL PROPERTY**

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded shall the Government be deemed to have privity-of- contract with the Owner/Lessor of the Leased Items; or the Government is held liable for early Termination/Cancellation damages of the lease.

### **H.32 SEAT BELT USE POLICIES AND PROGRAMS**

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost- savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at <https://www.nhtsa.gov/risky-driving/seat-belts>.

Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC, dedicated to improving the traffic safety practices of employers and employees. NETS are prepared to help with technical assistance; a simple, user-friendly program kit; and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at <https://trafficsafety.org/>.

### **H.33 OTHER DIRECT COSTS**

In accordance with FAR Part 45, the contractor shall provide all resources necessary to perform the task orders issued hereunder.

The CLIN 0005 ODC line item of this Contract is allocated for travel expenses. Special equipment is not envisioned under this contract. If ODC other than travel is required and approved by the CO and are incidental to the services being rendered, there will be reimbursement for allowable, allocable, and reasonable other direct costs and applicable indirect rates shall be paid to the contractor to the extent that such costs are necessary and integral to the performance of specific CPFF Task Orders awarded under this contract. Fee or profit on ODC expenses is not an allowable reimbursement. See Section H.34 for ODC information.

However, the Contractor must obtain the written approval of the Contracting Officer prior to the purchase or lease of any of the following items intended to be utilized on an incidental basis:

- 1) Printing and/or reproduction equipment
- 2) Telecommunications equipment
- 3) Support services for any/any/all the above; and
- 4) All other items which could be considered to fall within the definition of facilities at FAR 45.301.

Contractor requests for approval to incur costs for or otherwise purchase ODCs shall include a detailed description and/or specifics of all proposed ODC items. Lump sum estimates without an explanation of the composition of the other direct costs are not acceptable.

#### **H.34 RESPONSIBILITY AND FAPIIS**

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9, Contractor Qualifications, to continue performance under this Contract. Subject to FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018), the Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the term of the Contract.

#### **H.35 VETS-100A REPORTS**

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans (JUN 2020), the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans.

VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans. Contractors shall submit a VETS-100A report annually to the DOL VETS-100A website and provide confirmation to the CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

### **H.36 SUSTAINABILITY**

DOT/FTA seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs. Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Pursuant to EO 14057 “Executive Order on Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability” Sec. 208. Sustainable Acquisition and Procurement:

- a. Agencies shall reduce emissions, promote environmental stewardship, support resilient supply chains, drive innovation, and incentivize markets for sustainable products and services by prioritizing products that can be reused, refurbished, or recycled; maximizing environmental benefits and cost savings through use of full lifecycle cost methodologies; purchasing products that contain recycled content, are biobased, or are energy and water efficient, in accordance with relevant statutory requirements; and, to the maximum extent practicable, purchasing sustainable products and services identified or recommended by the Environmental Protection Agency (EPA).
- b. Sustainability disclosures can help DOT/FTA customers understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and Task Order requirements which incorporate these strategies.
- c. DOT/FTA encourages Contractors to provide the location(s) (Internet URL or URLs) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor’s webpage.
- d. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires. These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the Task Order level.

### **H.37 FSRS REPORTS**

Subject to FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report by the end of the month following the month in which the prime Contractor awards any sub-contract greater than \$30,000 into the FFATA Sub-Award Reporting System (FSRS).

### **H.38 ETHICS AND CONDUCT**

Personal services are not authorized under this Contract. This requirement is strictly a non-personal services contract which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor and its employees must conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3.

#### **Contractor Personnel Maintenance of Professional Conduct**

All personnel assigned by the Contractor to work under this contract must be acceptable to the Government in their personal and professional conduct. Any person in the Contractor's organization or in any subcontractor's organization, who is deemed by the Contracting Officer or the COR/ACOR whose conduct may affect the performance of the Contractor or the image of the FTA, shall be immediately removed from the assignment on the contract. The reason for removal must be documented in writing by the Contracting Officer. Employment and staffing difficulties are not adequate justification for failing to meet established schedules and if they impair performance, the Contractor may be subject to default.

Any security violations, denials or revocations of security clearances may be construed as grounds for immediate removal from premises and the contract. The Contractor and its employees, subcontractors and or consultants shall only conduct business covered by this contract during periods paid for by the Government. Contractor personnel shall abide by the normal rules and regulations applicable to Government and project sponsor premises on which they work, including any applicable safety and security regulations.

### **H.39 SUPERVISION**

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government will not exercise any supervision or control over the Contractor in the performance of contractual services. The Contractor is accountable to the Government for the actions of its personnel. Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties about DOT/FTA, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of the contract. The Contractor shall ensure that all its employees, including Subcontractor employees, working under this contract are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the CO immediately of this communication or action.

## H.40 SECTION 508 COMPLIANCE

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for the following program need: **EIT Information Content.**

EIT Information Content includes topics that address EIT products and EIT related services. Section 508 must be considered as a requirement on the delivered content to ensure that it includes data and/or knowledge appropriate to specific Section 508 accessibility requirements. The specific requirements that apply depend upon the specific type of EIT referred to in the information content as well as the functional performance criteria detailed in the solicitation. Solicitation respondents must describe how their experience and skills will result in Electronic and Information Technology (EIT) deliverables meet at least those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Section 508 must be considered as a requirement on the delivered content to ensure that it considers the specific Section 508 accessibility requirements as well as the functional performance criteria detailed in the solicitation. Applicable Section 508 standards for this solicitation and resulting contracts are as follows:

EIT Standard	EIT Standard Descriptions	Applicable to the Current Solicitation	
		Yes	No
1194.21	Software Applications and Operating Systems		X
1194.22	Web-based Intranet and Internet Information and Applications		X
1194.23	Telecommunications Products		X
1194.24	Video and Multimedia Products		X
1194.25	Self- Contained, Closed Products		X
1194.26	Desktop and Portable Computers		X
1194.31	Functional Performance Criteria		X
1194.41	Information, Documentation and Support	X	

i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the GPAT, remediation of the products or services to the level of conformance specified in the Vendor's Product Accessibility Template (VPAT) response to the GPAT will be the responsibility of the Contractor and at its expense.



#### **H.41 QUALITY ASSURANCE SURVEILLANCE PLAN**

The Contractor shall establish and implement a Quality Assurance program. The Contractor shall provide a Quality Assurance Surveillance Plan (QASP) as part of their proposal. The plan shall consist of sequential inspection and progressive Quality Control throughout the lifecycle of the Contract. The QASP shall detail methods for documenting defects, providing for timely correction of deficiencies, identifying deficient areas, and recommending solutions to systemic problems.

The QASP shall ensure the quality of items presented to the Government meets the requirements of the specifications, whether processed by the Contractor, or procured from subcontractors or vendors.

The plan shall be totally integrated into all areas of the Contractor's development and operation, both technical and administrative, including project oversight and non-project related activities.

If, during the Period of Performance of the Base Contract, modifications to the QASP are proposed for any reason, the Contractor shall submit the changes to the Government for approval. The submission schedule shall allow ten (10) business days for the Government review and provide comments prior to implementation.

The QA/QC Manager assigned to the development, administration, and daily functions of the QASP, must meet all requirements for this position as defined in Section C. . The personnel assigned to quality assurance functions shall have sufficient, well-defined responsibilities, the independent authority and organizational freedom to identify and evaluate quality problems and to initiate and recommend timely and positive solutions. Timely notice shall be given to the Government of personnel changes that affect the overall and internal reporting requirements of either the Quality Assurance organization or its assigned personnel.

Documentation which demonstrates the Contractor has accomplished Quality Assurance inspection shall be maintained and be made available to the Government prior to presentation for preliminary acceptance. The inspection documentation shall clearly describe the type of inspection to be accomplished with acceptance or rejection criteria. The documentation shall list the quantity and type of deficiencies found and the nature of the corrective action taken.

The establishment and implementation of a QASP by a subcontractor or vendor does not relieve the Contractor of its responsibility to furnish to the Government items which fully comply with the requirements of the Contract.

Quality Assurance procedures shall be applied to all deliverables, invoices, conference presentations, reports, and other products as prescribed by the COR/ACOR. The Contractor, in the performance of the Contract, shall conduct audits of the developing products. The QASP shall describe the audit procedures to be used and shall identify the documents to be audited.

**(END OF SECTION H)**



## SECTION I - CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

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

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/tar>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-14	DISPLAY OF HOTLINE POSTER(S)	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOW RIGHTS	JUN 2020
52.204-2	SECURITY REQUIREMENTS	MAR 2021
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANGEMENT MAINTENANCE	OCT 2018
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014

52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION	OCT 2018
52.209-10	REGARDING RESPONSIBILITY MATTERS PROHIBITION ON CONTRACTING WITH INVERTED	NOV 2015
52.210-1	DOMESTIC CORPORATIONS MARKET RESEARCH	NOV 2021
52.215-2	AUDIT AND RECORDS — NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE — UNIFORM	OCT 1997
52.215-11	CONTRACT FORMAT PRICE REDUCTION FOR DEFECTIVE CERTIFIED	JUN 2020
52.215-13	COST OR PRICING DATA — MODIFICATIONS SUBCONTRACTOR CERTIFIED COST OR PRICING	JUN 2020
52.215-15	DATA — MODIFICATIONS PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	NOV 2021
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.216-18	ORDERING	AUG 2020
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2022
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (applicable to all firms other than small business concerns)	OCT 2022
	ALTERNATE II	NOV 2016
52.219-16	LIQUIDATED DAMAGES — SUBCONTRACTING PLAN	SEP 2021

52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	MAR 2023
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY 2022
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	MAY 2020
52.223.16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT — SUPPLIES	OCT 2022
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020
52.227-3	PATENT INDEMNITY	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS — CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR	MAY 2014
52.227-14	RIGHTS IN DATA — GENERAL	MAY 2014
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010

52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
	ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	DEC 2022
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED PRICE	AUG 1987
	ALTERNATES I AND II	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	ALTERNATES I AND II	APR 1984
52.244-2	SUBCONTRACTS	JUN 2020
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2023
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY — SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	JUN 2020
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 FAR 52.204-1 APPROVAL OF CONTRACT**

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

**I.3 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments-
  - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-
    - (i) Government personnel and authorized users performing business on behalf of the Government; or
    - (ii) The Contractor, when viewing data on itself; and
  - (2) The publicly available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
    - (i) Past performance reviews required by subpart [42.15](#);
    - (ii) Information that was entered prior to April 15, 2011; or
    - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
  - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

#### **I.4 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS or STATEMENTS-REPRESENTATION**

(a) *Definition.*

“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

#### **I.5 FAR 52.216-19 ORDER LIMITATIONS**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00** 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 **\$670,000,000.00;**



- (2) Any order for a combination of items in excess of **\$670,000,000.00;** or  
 (3) A series of orders from the same ordering office within **30 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 **30 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.6 FAR 52.216-22 INDEFINITE QUANTITY**

(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 **(To Be Inserted at Time of Award)**.

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	NOV 2022
1525.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	NOV 2022
1252.223-71	ACCIDENT AND FIRE REPORTING	NOV 2022
1252.223-72	PROTECTION OF HUMAN SUBJECTS	NOV 2022
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	NOV 2022

1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	NOV 2022
1252.239-72	COMPLIANCE WITH SAFEGUARDING DOT SENSITIVE DATA CONTROLS	NOV 2022
1252.239-73	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	NOV 2022
1252.239-74	SAFEGUARDING DOT SENSITIVE DATA AND CYBER INCIDENT REPORTING	NOV 2022
1252.239-76	CLOUD COMPUTING SERVICES	NOV 2022
1252.239-83	INCIDENT REPORTING TIMEFRAMES	NOV 2022
1252.239-84	MEDIA TRANSPORT	NOV 2022
1252.239-86	BOUNDARY PROTECTION-TRUSTED INTERNET CONNECTIONS	NOV 2022
1252.239-92	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	NOV 2022
1252.239-93	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY	NOV 2022
1252.242-71	CONTRACTOR TESTIMONY	NOV 2022
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	NOV 2022

#### **I.7 TAR 1252.237-73 KEY PERSONNEL**

- (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 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 in writing. The key personnel under this contract are:

**Key Personnel will be completed upon contract award. (To Be Inserted at Time of Award)**

Key Personnel	Company

## **I.8 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES**

- (a) The Contractor shall be responsible for information technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT information that directly supports the mission of DOT. The term "information technology," as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include -
- (1) Hosting of DOT e-Government sites or other IT operations;
  - (2) Acquisition, transmission, or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
  - (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, *e.g.*, bypassing a firewall.
- (b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as amended during the term of this contract, which include, but are not limited to the following:
- (1) OMB Circular A-130, Managing Information as a Strategic Resource;
  - (2) National Institute of Standards and Technology (NIST) guidelines;
  - (3) DOT CIO IT Policy (CIOP) compendium and associated guidelines;
  - (4) DOT Order 1630.2C, Personnel Security Management; and
  - (5) DOT Order 1351.37, Departmental Cyber Security Policy.
- (c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for review. This plan shall detail the approach contained in the offeror's proposal or sealed bid. Upon acceptance by the Contracting Officer, the Plan shall be incorporated into the contract by contract modification.
- (d) Within six (6) months after contract award, the Contractor shall submit written proof of IT Security accreditation to the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation shall be in accordance with DOT policy available from the Contracting Officer upon request. The Contractor shall submit along with this accreditation a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. The accreditation and accompanying documents, to include a final

- security plan, risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan, upon acceptance by the Contracting Officer, will be incorporated into the contract by contract modification.
- (e) On an annual basis, the Contractor shall verify in writing to the Contracting Officer that the IT Security Plan remains valid.
  - (f) The Contractor shall ensure that the official DOT banners are displayed on all DOT systems (both public and private) operated by the Contractor that contain Privacy Act information before allowing anyone access to the system. The DOT CIO will make official DOT banners available to the Contractor.
  - (g) The Contractor shall screen all personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2C Personnel Security Management, as amended.
  - (h) The Contractor shall ensure that its employees performing services under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as amended, with a specific emphasis on rules of behavior.
  - (i) The Contractor shall provide the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. The Contractor shall provide access to enable a program of IT inspection (to include vulnerability testing), investigation, and audit (to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT), and to preserve evidence of computer crime.
  - (j) The Contractor shall incorporate and flow down the substance of this clause to all subcontracts that meet the conditions in paragraph (a) of this clause.
  - (k) The Contractor shall immediately notify the Contracting Officer when an employee who has access to DOT information systems or data terminates employment.

#### **I.9 TAR 1252.201-70 CONTRACTING OFFICER'S REPRESENTATIVE**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) 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 business days after contract award or for construction, not less than five business days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.
- (b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (*i.e.*, contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

**(END OF SECTION I)**

**SECTION J – LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
J-1	Proposal Checklist
J-2	Resume Format
J-3	Past Performance Questionnaire
J-4	Small Business Subcontracting Plan
J-5	Labor Category Table 2024
J-6	Modified Pre-Award Survey SF1408 Checklist
J-7	2024 PMO Contract Pricing Summary Workbook (CPFF) (PDF and Excel Format)
J-8	2024 PMO Firm Fixed Price Form (PDF and Excel Format)
J-9	Disclosure of Lobbying Activities
J-10	Oversight Procedures
J-11	2024 PMO Conflict of Interest Matrix (PDF and Excel Format)
J-12	Billing Instructions
J-13	Tables B.24 (Indirect Cost Prime), B.25 (Indirect Cost Sub-Contractor), B.28 CPFF and B.29 FFP (PDF and Excel Format)
J-14	Small Business Certification – Letter of Intent Form

**(END OF SECTION J)**

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

### K.1 IMPORTANCE OF ANNUAL REPRESENTATIONS AND CERTIFICATIONS

All Offerors are required to register in the System for Award Management (SAM) and fill out Annual Representations and Certifications in SAM. The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially, including Certifications, since there may be no opportunity to revise offers at a later date.

### K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.
- (2) The small business size standard is **24.5 million**.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) 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 (d) applies.



- (ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
  - (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
  - (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
  - (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
  - (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)
- (xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- \_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

- \_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.
  - \_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
  - \_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
  - \_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  - \_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
  - \_\_\_ (vii) [52.227-6](#), Royalty Information.
    - \_\_\_ (A) Basic.
    - \_\_\_ (B) Alternate I.
  - \_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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.

### **K.3 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING**

(a) *Definition.* As used in this provision –

*Commercial and Government Entity (CAGE) code* means–

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
- (b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
- (c) CAGE codes may be obtained via—
- (1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
- (2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.
- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.
- (d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.
- (e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.
- (f) Do not delay submission of the offer pending receipt of a CAGE code.

- (g) If the solicitation includes FAR clause [52.204-2](#), Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

#### **K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS**

- (a) *Definitions.* As used in this provision—

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:



- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

**K.5 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE**

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

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states  
[offeror check appropriate block]-

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

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

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

#### **K.6 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**

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

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

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### **I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of  
Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of  
Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

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

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

- (4) ☐ *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

**K.7 TAR 1252.237-71 CERTIFICATION OF DATA**

- (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 or for cause 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 and submit such certification(s) with its offer.

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 SECTION K)**

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### GENERAL INFORMATION

#### L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)

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

<https://www.acquisition.gov/>.

#### FAR Provisions and Clauses Incorporated by Reference

FAR Clause No.	Title and Date
52.204-6	UNIQUE ENTITY IDENTIFIER (OCT 2016)
52.215-1	INSTRUCTIONS TO OFFERORS–COMPETITIVE ACQUISITION (NOV 2021) ALT I (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES–IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)

#### L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS STANDARD

- a. The NAICS code for this acquisition is 541611.
- b. The small business size standard is \$24.5 million.

#### L.3 TYPE OF CONTRACT, (FAR 52.216-1)

The Government contemplates award of multiple IDIQ contracts resulting from this solicitation.



**L.4 SERVICE OF PROTEST, (FAR 52.233-2)**

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

Sonja Rousey, Contracting Officer	Dorian Ridley-Curtis, Division Chief Contracting Officer
DOT/FTA - Office of Acquisition Management	DOT/FTA - Office of Acquisition Management
1200 New Jersey Ave, SE	1200 New Jersey Ave, SE
4 <sup>th</sup> Floor, East Building	4 <sup>th</sup> Floor, East Building, E41-312
Washington, DC 20590	Washington, DC 20590

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

**L.5 TREATMENT OF DATA IN PROPOSAL (FOIA)**

The proposal(s) submitted in response to this request may contain data (trade secrets, business data (e.g., commercial information, financial information, and cost and pricing data), and technical data) which the offeror, including the prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted provided that the Government determines that the data is not required to be disclosed under the Freedom of Information Act (FOIA). In U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the portions of the proposal which are to be restricted in accordance with the conditions of the legend.

“Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Transportation/Federal Transit Administration, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.” The Government’s determination to withhold or disclose a record will be based upon the circumstances involving the record in question and whether the record may be exempted from disclosure under the FOIA.

The Offeror acknowledges that the Agency may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Agency’s FOI Officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Agency has determined that disclosure is required by the Act.

If a contract is awarded to the offeror because of, or regarding, the submission of this request for proposal, the Government shall have the right to use or disclose the data to the extent provided in the proposal. Proposals not resulting in a contract award remain subject to the Act.

The Offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

## **L.6 PROPOSAL SUBMISSION INSTRUCTIONS**

The following instructions are for the preparation and submission of proposals. The purpose of Section L is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably. The Base Contract will provide broad, deep, and diverse expertise to meet the complete set of core disciplines and Government requirements within this solicitation.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing an offer. Omission of any information from the proposal submission requirements shall result in a rejection of the offer (e.g., proposal).

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

When an Offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only one Offer (e.g., proposal) from that Corporate Structure shall be submitted. (See Section L.23)

To be eligible for award, Offerors are required to comply with the terms and conditions of the solicitation and must be deemed responsible in accordance with FAR Part 9. This includes but is not limited to the Offeror's representation and certifications, submittal of applicable contract documentation, and submittal of an "Acceptable" Small business participation plan. If an Offeror fails to meet the solicitation requirements, the Government will not make an award to that Offeror.

Offerors are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation and any amendment(s) thereto unless specifically authorized to do so. The electronic solicitation documents, as posted on [www.sam.gov](http://www.sam.gov), shall be the "official" documents for this solicitation.

The Government may determine an offer to be unacceptable if the offer does not comply with all the terms and conditions of the RFP and prospective contract and the following:

- Completion of Standard Form 33, Blocks 12 through 18.
- Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP.
- Completion of the “Representations, Certifications, and Other Statements of Offerors” in Section K; and
- Submission of information required by Section L

#### **L.7 PROPOSAL SCHEDULE**

All proposals are due no later than **5:00PM Eastern Standard Time on January 11, 2024.**

Receipt time is when the proposal submission is received by FTA’s Internet server.

(CAUTION: See the proposal submission instructions (section L.6, L.9, L.10 and L.23), including the provision describing the treatment of late submissions, notifications, and withdrawals of proposals at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition.

#### **L.8 COMMUNICATION AND QUESTIONS**

Offerors may submit questions, concerns, or request clarification of any aspect of this solicitation via email and in writing to the following Government representative.

Name: LaStar Matthews, Contract Specialist

Email: [fta2024projectmanagementoversight@dot.gov](mailto:fta2024projectmanagementoversight@dot.gov)

Questions submitted to any other email addresses will not be considered.

The Offeror must include the company name in the subject line of the email. The question(s) shall include the page number and paragraph number or identifier, which pertains to the Offeror’s question. Questions received without this information shall not be answered.

Questions should be received by the Contracting Office no later than **5:00PM Eastern Standard Time on November 28, 2023** via **email:**

[FTA2024ProjectManagementOversight@dot.gov](mailto:FTA2024ProjectManagementOversight@dot.gov) to allow for analysis and dissemination of responses so that Offerors can use the information to prepare their proposals in advance of the proposal due date.

If a request for clarification is received after the due date as stated above, the Government reserves the right not to provide an answer. If, however, in the Government’s opinion, the request for clarification cites an issue of significant importance, the Government may provide written responses to all offerors.

Acknowledgment of receipt of questions will not be made. All questions will be answered via amendment and provided to all Offerors at [www.sam.gov](http://www.sam.gov) and will not attribute the questions to the submitting Offerors.

**Questions or comments shall not be directed to the technical activity personnel. No oral or telephone inquiries shall be answered due to the possibility of misunderstanding or misinterpretation.**

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject Line: Company name\_ Proposal Question(s) \_ RFP No. TBD  
Reference: RFP Section\_\_\_\_, Paragraph(s)/ or identifier\_\_\_\_, Page(s)\_\_\_\_\_.

## **L.9 DELIVERY OF PROPOSAL**

The Offeror assumes the full responsibility of ensuring that the proposal/offer is received by the date and time specified in this solicitation. **Offerors shall be required to submit their proposal electronically.** In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of Offerors, the Government requests that potential Offerors submit the name, e-mail, and telephone number of its firm's primary point of contact and alternate point of contact (two individuals) to [FTA2024ProjectManagementOversight@dot.gov](mailto:FTA2024ProjectManagementOversight@dot.gov) no later than **5:00PM Eastern Standard Time on December 13, 2023**. The firm's primary POC will be responsible for uploading all required documents as a part of the offeror's proposal submission. Please note, only potential Offerors that have submitted an intent to submit an offer by e-mailing their primary and alternate POCs' contact information to the e-mail above in accordance with this section will be granted access to FTA's secure electronic file upload site. The Offeror's designated primary and alternate point of contact shall receive an email no later than **5:00PM Eastern Standard Time on December 21, 2023** with instructions on how to upload the proposal. The alternate point of contact shall serve as a back-up in the case that the primary point of contact is not available. Offerors shall not have access to upload any information to the secure site after **5:00PM Eastern Standard Time on January 11, 2024**. The Government shall confirm receipt of the offeror's proposal submission via email to the designated primary and alternate point of contact.

### **System Requirements**

Offerors shall upload their proposal submission using a desktop computer or laptop. Mobile devices are not recommended to use for upload. Each file shall be no more than 1 Gigabyte in size when uploaded. There is no limit to the number of files per firm that can be uploaded. FTA's server is a secure site and the link provided in the email to the firm's primary point of contact cannot be shared and is to only be used for your firm's proposal submission upload. Offerors will not be privy to other offeror submissions on the secure site.

The file type(s) accepted must be in one of the following formats: Adobe PDF, Microsoft Word, and/or Microsoft Excel. Please do not password protect the file. Please do not submit ZIP file or any other compressed file type(s). Any other format other than those listed above shall not be accepted.

Each file shall use the following nomenclature for naming uploaded documents:

**Example:**

FirmsName\_RFPNo\_Volume\_I

**Testing of System**

The Offerors designated primary POC shall be required to submit a test document no later than **5:00PM Eastern Standard Time on January 4, 2024** to ensure they are able to access and upload information in the system. **The Offeror shall upload a blank company letterhead document to FTA's secure server as a test.** The Government shall confirm receipt of this test document via email to the designated primary and alternate POC.

If you require assistance during testing and/or proposal submission upload, please contract DOT's Office of Chief Information Officer by e-mailing [OCIOClientCenter@dot.gov](mailto:OCIOClientCenter@dot.gov) or calling 866-466-5221 or 202-385-4357.

**Note: See Section L.7 for proposal submission due date and time.**

**L.10 LATE PROPOSALS**

The **Offeror** assumes full responsibility for ensuring that the proposal is received at the location by the date and time specified in the RFP. Any proposals received at the Government's designated electronic location in this provision after the exact time specified for receipt of offers is "late" and will **NOT** be considered.

Late proposals will not be accepted and shall be handled in accordance with FAR 52.215-1(c)(3). The official receipt of a proposal by the Government is the date and time when the proposal submission is received by FTA's Internet server.

To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. The Offeror shall submit in the proposal all requested information specified in this section of the RFP solicitation at or before the exact time specified. Failure to meet a requirement shall result in an offer being ineligible for award.

**L.11 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference for all prospective Offerors was held on Thursday, October 26, 2023. All prospective Offerors were urged to attend this pre-proposal conference during which time potential contractors could obtain a better understanding of the work required and requirements of the solicitation. The Government reserved the right to further restrict the number of attendees based on availability of space. Due to space limitations, a maximum of two (2) representatives from each company were allowed to attend the conference.

Each prospective Offeror was required to register for the pre-proposal conference by emailing the representative's full name, email address, and company affiliation of each of its attendees to [fta2024projectmanagementoversight@dot.gov](mailto:fta2024projectmanagementoversight@dot.gov)

Prospective Offerors were asked, when submitting pre-proposal registration information, to include "PMO Pre-Proposal Conference" in the email subject line. Registration was on a first come, first served basis and individuals/companies not registered for the event were not allowed to attend. A copy of the conference attendee list, slide presentations, and transcript can be found on [www.sam.gov](http://www.sam.gov).

Questions relative to the Draft RFP were submitted before the Pre-Proposal Conference **7:00PM Eastern Standard Time on October 10, 2023** to [fta2024projectmanagementoversight@dot.gov](mailto:fta2024projectmanagementoversight@dot.gov).

## **L.12 PROPOSAL ACCEPTANCE PERIOD**

The Offeror's proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, the Offeror's proposal shall be valid for **365** calendar days from the date specified for receipt of offers by the Government and the Offeror's technical proposal shall contain a clear statement to this effect for a proposal to be acceptable. The Government reserves the right to request additional information after receipt of Offeror's response to the solicitation.

## **L.13 SYSTEM FOR AWARD MANAGEMENT (SAM)**

All Offerors shall be currently registered in the System for Award Management (SAM) at the time of proposal submission and shall provide their registration information in the proposal. The SAM web page can be located at [www.sam.gov](http://www.sam.gov).

## **L.14 PROPOSAL PREPARATION COSTS**

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds regarding this procurement.

## **L.15 LIMITATION OF PROPOSALS FOR REVIEW**

Pursuant to FAR 15.306(c)(2) and FAR 52.215-1(f)(4), the Government 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.



**L.16 TWO-STEP EVALUATION PROCESS**

The Government will conduct a two-step evaluation process and only Offerors that can provide initial documentation and information that they have an acceptable accounting system in accordance with (IAW) FAR 16 will be forwarded for further evaluation and review of their technical proposal. Offerors that cannot provide sufficient documentation as required in the solicitation will be deemed non-responsive and no further evaluation will be conducted of their proposal. Refer to section M.3 for additional information related to this process.

The Offeror is advised that no contract or task order award will be made under this solicitation to a Prime Offeror whose accounting system has not been reviewed by a cognizant Government audit agency, any other government agency (such as the Defense Contracting Audit Agency (DCAA) or Defense Contract Management Agency (DCMA)) or Certified by a CPA that has formally approved the accounting system and determined by the CO adequate for determining costs under a cost-reimbursement contract. See Section L.26 and L.27 (Volume III).

**L.17 NON-RESPONSIVE/NON-COMPLIANT OFFERORS**

After receipt of proposals, the Contracting Officer will review each proposal to ensure that it is compliant with the published RFP. Information not requested in the RFP and pages submitted beyond the stated page limits shall not be reviewed.

The technical proposals conforming to the RFP requirements will be provided to the Source Selection Evaluation Board (SSEB). A material failure to comply with the terms and conditions of the solicitation shall result in the Offeror being removed from further award consideration process.

**L.18 PROPOSAL INTEGRITY**

In responding to this RFP, it is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award. All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

## **L.19 GENERAL INFORMATION REQUIRED TO PREPARE PROPOSALS/OFFERS**

The proposal submission shall consist of a written proposal. The written proposal shall be prepared and submitted in form and content in accordance with the instructions herein. Offerors must respond to all stated solicitation requirements with no additions or deletions. All required information must be completed. Non-conformance with any of the solicitation requirements shall render the offer non-responsive and the Offeror shall be ineligible for award consideration.

An Offeror's proposal is presumed to represent the Offeror's best effort to respond to the solicitation. Offerors are reminded that offers containing exceptions to the solicitation shall render the offer non-responsive and the Offeror shall be ineligible for award. The Government reserves the right to award without discussions and based on initial proposals.

If the Offeror fails or refuses to assent to any of the terms and conditions of this solicitation, propose additional terms or conditions, or fails to submit any of the information required by this solicitation, then the Government will consider the offer to be unacceptable which will make the Offeror ineligible for contract award.

Offerors must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Offeror's understanding of, and capability to meet, all the stated requirements covered in the solicitation. The Offeror shall clearly state in its proposal how it intends to accomplish this requirement. Statements such as "will comply" or "noted and understood" without supporting narrative to define compliance are not acceptable. Mere acknowledgment or restatement of a requirement or task is not acceptable.

Relevance to the effort listed herein is critical. All information in the proposal should be presented in a clear, coherent, and concise manner. Each volume should be specific and complete. All the requirements under the solicitation are mandatory. By proposal submission, the Offeror is representing that its firm will perform all the requirements specified in the solicitation.

The Offeror shall also provide sufficient detail to substantiate the validity of all stated claims. Further, the Offeror shall indicate that it shall comply with each requirement of the solicitation and shall explain how each compliance objective will be achieved. Clarity, completeness, and conciseness are essential and the overall breadth and depth of the proposal will be evaluated in the context of being representative of the Offeror's capabilities.

Responses must adequately address specific solicitation requirements and be responsive to the terms and conditions of the solicitation.

The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and allow Offerors to revise their offers, accordingly, as authorized by FAR 15.206.

The Government reserves the right to request such additional information as may be necessary to determine the Offeror's qualifications for award of a contract or to clarify any aspects of the technical and/or cost proposals. Such information shall be furnished promptly upon the Government's request. Offers transmitted via facsimile or electronic method shall not be considered.

One copy of each unsuccessful proposal will be retained in the contract file and all other copies will be destroyed. Additional copies of the successful proposal(s) will be retained only as needed for contract administration and monitoring.

The Government shall conduct a pre-award survey in accordance with FAR 9.106 prior to any contract award to determine contractor's capability to perform this contract. The purpose of a pre-award survey is to obtain information not available to the Contracting Officer to make a responsibility determination prior to contract award.

## **L.20 SOLICITATION COPIES AND ENCLOSURES**

An electronic copy of the solicitation and related documents will be available via the Internet at: [www.sam.gov](http://www.sam.gov) 24 hours a day. It shall be the responsibility of the Offeror to obtain copies of the solicitation and all related documents.

Definitions: The term "Offeror" as used in this Section L refers to a single company legal entity submitting the offer. The Offeror may, in some cases, be formed as a "contractor team arrangement," as defined by FAR 9.601.

## **L.21 JOINT VENTURES AND TEAM ARRANGEMENTS**

Joint ventures and teaming arrangements between Offerors are encouraged under FAR 9.6, if required, to provide the experience and capability required under this solicitation and resulting contracts. Joint Ventures and Teaming Partners must include a copy of the legal joint venture signed by an authorized officer from each of the firms comprising the joint venture with the chief executive of each entity identified. If the Prime Contractor proposes subcontractors as "team members," the "team members" shall be identified by business size and name.

If the Offeror is proposing a joint venture or any other teaming arrangement, the proposed organizational structure and chart shall reflect the joint venture/teaming arrangement and shall propose as **ONE OFFEROR**.

## **L.22 PROPOSAL ORGANIZATION AND PREPARATION**

Information in this provision supplements FAR 52.215-1, "Instructions to Offerors—Competitive Acquisitions," included elsewhere in this Section L.

Information contained in the sections below will be applicable to the Offerors proposal.

The Offeror shall adhere to the following instructions and conform to all solicitation provisions and in accordance with the instructions and outline contained in this solicitation. The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of this solicitation. Failure to respond to or follow the instructions regarding the organization and content of each proposal volume may result in the Offeror's proposal being deemed non-responsive.

Proposals shall be based on a term of five years. The Offeror's proposal shall be arranged in the following manner. The Offeror's proposal shall consist of three volumes. Each volume shall be contained in a separate electronic document file. The volumes are Volume I - The Offer, Volume II, Technical/Management, and Volume III - Cost/Price.

All pages of the proposal shall be marked with the legend **“SOURCE SELECTION INFORMATION – SEE FAR 3.104”** to meet the requirements for Procurement Integrity.

**NOTE:** *Offerors shall tab each section listed below under each volume for ease of reference. Tab numbers for each section shall be on a blank page and will not be counted against the page limitation. In addition, totally blank pages marked “This Page was Intentionally Left Blank” will not be counted against the page limitation.*

### Volume I - The Offer and Other Documents

Tab	Title	Page Limitation
Tab 1 - The Offer	Section 1: Table of Contents Section 2: The Cover Letter Section 3: SF-33 and Solicitation Documents Section 4: Joint Venture/Teaming Agreement, if applicable Section 5: Required SF-1408 Modified Pre-Award Survey Section 6: Proposal Adequacy Checklist Section 7: Section 508 Compliance Statement Section 8: Disclosure of Lobbying Activities	Section 1: None Section 2: Limit 2 Pages Section 3: None Section 4: None Section 5: None Section 6: None Section 7: None Section 8: None
Tab 2 - Certification and Representations	Section 1: Completed Contractors Representations, Certifications and other Statements of Offerors or Respondents ( <b><i>Prime and Major Subcontractors</i></b> ) See Section K of the RFP	Section 1: None, form fill in

Tab	Title	Page Limitation
Tab 3 - Small Business Subcontracting Plan	Section 1: Small Business Subcontracting Plan	Section 1: None, form fill in - See J-4 Attachment
	Section 2: Small Business Certification - Letter of Intent	Section 2: None, form fill in - See J-14 Attachment

### Volume II - Technical/ Management Proposal

Tab	Title	Page Limitation
Tab 1 - Technical and Management	Section 1: Table of Contents	Section 1: None
	Section 2: Executive Summary	Section 2: Limit 10 pages
	Section 3: Organizational Structure and Chart	Section 3: Limit 25 pages
	Section 4: Technical Approach	Section 4: Limit 25 pages
	Section 5: Organizational Control Plan	Section 5: Limit 50 pages
Tab 2 - Staffing and Recruiting	Section 1: Key Personnel Commitment Letters	Section 1: Limit 1 page each
	Section 2: Resumes of Key Personnel, Mission Critical Personnel, Non-Key/Non-Mission Critical Personnel	Section 2: Offerors must use resume format in Attachment J-2.
Tab 3 - Program Management	Section 1: Program Management	Section 1: Limit 10 pages
Tab 4 - Organizational and Individual Conflicts of Interests	Section 1: Organizational and Individual Conflicts of Interests	Section 1: None
Tab 5 - Subcontractors	Section 1: Subcontractors	Section 1: None
Tab 6 - Past Performance	Section 1: Corporate Experience	Section 1: 2 references for Prime and 1 reference for subcontractor – Limit 9 pages
	Section 2: Past Performance Questionnaire	
	Section 3: Performance History and Summary Matrix	Section 2: See Attachment J-3: 2024 PMO Past Performance Questionnaire Section 3: Limit 10 pages

### Volume III – Cost Proposal

Tab	Title	Page Limitation
Tab 1- Cost Proposal	Section 1: Table of Contents Section 2: Executive Summary Section 3: Financial Statements	Section 1: None Section 2: Limit 10 pages Section 3: None
Tab 2 - Cost Proposal	Section 1: Cost Proposals Section 2: Fill in Sections B.24, B.25, B.28, B.29 Tables	Section 1: None Section 2: None, form fill in – See Attachment J-13
Tab 3 - Accounting System and Audit Information	Section 1: Accounting System Section 2: Audit Information	Section 1: None Section 2: None

## L.23 PROPOSAL PREPARATION INSTRUCTIONS

### Volume I Tab 1 - The Offer and Other Documents

Volume I, “Offer and Other Documents,” consists of the actual Offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information.

Volume I, “Offer and Other Documents,” shall include the following (in the order listed):

**Section 1: Table of Contents:** The Offeror shall incorporate a table of contents into Volume I, II, III which identifies the section, paragraph titles, and page numbers. Include a list of all tables and figures. Offerors shall include a cross reference table showing where RFP requirements can be found in their proposal.

**Section 2: Cover Letter:** Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.

- a. The solicitation number.
- b. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation.
- c. Unique Entity Identifier (UEI) number (Prime and Subcontractors)
- d. Cage number for the Prime and Subcontractors, if applicable.
- e. A statement that the Offeror grants to the Evaluation Team or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation and this right may be exercised regarding any such reviews deemed necessary by the Government.



- f. A statement to the effect that the proposal is firm for a period of not less than 365 days.
- g. Offerors that include in their proposal data that they do not want to be disclosed to the public for any purpose or used by the Government except for evaluation purposes shall mark the cover letter with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror because of - or regarding - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or identify all];*” Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

**Section 3: SF-33 and Solicitation Document**: The Standard Form 33 (SF-33) shall be fully executed by an authorized representative of the Offeror, (items 12 through 18) and solicitation document to include all other RFP sections requiring “fill-ins” by the Offeror; signed acknowledgment(s) of all issued RFP amendments. By the Offeror’s signature on the SF-33, it is agreeing to accept the model contract of this RFP as written. Sections B through J of the model contract shall **not** be submitted, except for any required fill-in information.

Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the SF-33. The individual signing the SF-33 must have the authority to commit the Offeror to all the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. See FAR 4.102 regarding contractor signature requirements. **(No page limitation on this portion of Volume I).**

**Section 4: Joint Venture, Teaming arrangement, if applicable:** If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment in Volume 1 the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared.

In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other. If your company is not proposing as a Joint Venture, please state this is not applicable.

**Section 5: Modified Pre-Award Survey, SF-1408:** The Offeror shall complete for the Prime, all major subcontractors, and JV, the Pre-Award Modified Survey of Prospective Contracting Accounting System (SF-1408), See Section J, Attachment J-6, IAW FAR 9.104-4(a) and FAR 52.244-2.

**Section 6: Proposal Adequacy Checklist:** The Offeror shall complete and provide answers to all the questions in accordance with Section J, Attachment J-1, titled, "Proposal Checklist." No other format or additional proposal documentation will be considered.

**Section 7: Section 508 Compliance Statement:** The Offeror shall include a statement indicating its capability to comply with Section 508 requirements throughout its performance and in compliance with Section H. The Offeror's proposal will be evaluated to determine whether it includes a statement indicating its capability to comply with Section 508 requirements throughout its contract performance.

Any proposal that does not include a statement indicating the offeror's capability to comply with Section 508 requirements throughout its performance shall be eliminated from further consideration for award.

Note: All acquisition of Electronic and Information Technology (EIT) must meet the applicable accessibility standards at 39 C.F.R. Part 1194. See <https://www.section508.gov> and <https://www.section508.gov/buy/> for more information.

**Section 8: Disclosure of Lobbying Activities:** The Offeror shall complete and provide answers to all the questions in accordance with Section J, Attachment J-9, titled, "Disclosure of Lobbying Activities." No other format or additional proposal documentation will be considered.

## Volume I Tab 2 – Representative, Certifications, and Other Statement of Offerors

**Section 1:** The Prime and all subcontractors shall complete the annual Representations and Certifications electronically via the Online Representations and Certifications Application (ORCA) [www.sam.gov](http://www.sam.gov) website and shall fully execute the Representations, Certifications and Other Statements of Offerors as required in Section K. The Offeror shall insert the completed documents in their proposal.

## Volume I Tab 3 - Small Business Subcontracting Plan

**Section 1: Small Business Participation** *{Note: Not applicable to Small Business}* As a part of its proposal, all Prime Offerors shall prepare and submit a proposed small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Attachment J-4, *Subcontracting Plan Format*. The small business goals stated in this Attachment are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this RFP.

The subcontracting plan shall be submitted as an attachment to this section. For purposes of submitting subcontracting plans only, Prime Offerors shall assume an estimate of **\$30,000,000.00**.

This attachment will be utilized in the evaluation of the subcontracting plan as stated in Section M, Evaluation Factors for Award.

As part of an Offeror's subcontracting plan, a minimum of three (3) small businesses shall be named in the plan. The Government shall track the small business subcontracting achievements against the Prime's proposed goals.

Offerors shall also provide a Subcontracting Report for recent individual contracts in their proposal submission. Offerors should also include a narrative addressing Past Experience in meeting proposed subcontracting goals including processes that have been implemented to correct inabilities to meet these goals.

**Note: If at the time of proposal submission, a Joint Venture has not completed any subcontracting reports for individual contracts, the Government requests that the Offeror submits subcontracting reports for individual contracts from the individual Joint Venture entities. In addition, if an Offeror has no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.**

### FY 2023 Department of Transportation Small Business Subcontracting Goals

Small Business (SB)	46%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
Service-Disabled Veteran Owned Small Business (SDVOSB)	3%
HUB Zone	3%

## **Section 2: Small Business Certification/Letter of Intent**

### **Small Business Certification Process**

Offerors that identify as a small business shall be required to certify in accordance with the certification process identified below:

- **Small and Small Disadvantaged Businesses**  
There is no formal certification process. You are able to **self-certify** as a small or small disadvantaged business when you [register on SAM.gov](#).
- **Veteran-Owned and Service-Disabled Veteran-Owned Small Businesses**  
You must apply for certification through the U.S. Department of Veterans Affairs [Vets First Verification Program](#).
- **Woman-Owned, HUBZone, or 8(a) Small Businesses**  
You must apply for your certification through the U.S. Small Business Administration at [certify.sba.gov](#).

### **Small Business Certification - Letter of Intent**

Offerors who are in the process of completing their certification as noted above, shall be required to submit attachment J-14 with their proposal submission. This is letter of intent is required for small business prime and sub-contractors (if applicable). Offerors that have completed the small business certification process shall include a copy of the official approval document with their proposal submission.

Offerors who are proposing as a small business sub prime contractor must have an approved certification prior to award. See FAR Part 19 for additional information.

## **Volume II - Technical and Management**

The Technical and Management Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical and Management criteria defined in Section M, Evaluation Factors for Award.

Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these factors. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation.

Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation and in Section C (SOW). The Offeror's proposal shall demonstrate the Offeror's ability to provide the full range of services described in Section C to meet or exceed the requirements criteria and represent the Best Value to the Government.

This volume shall include the following (in the order listed below):

## **Volume II – Tab 1 - Table of Contents**

**Section 1: Table of Contents:** The Offeror shall incorporate a table of contents which identifies the section, paragraph titles, and page numbers. Include a list of all tables and figures. Offerors shall include a cross reference table showing where RFP requirements can be found in their proposal.

**Section 2: Executive Summary:** The Offeror shall provide a summation of the proposal, the content and interrelationship of the proposal material that should be an aid to understanding the organization, relevant corporate experience, and expertise on similar programs shall be identified.

The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. If the Offeror is planning to include a teaming approach or any subcontracting affiliation, a narrative statement must also be included for the additional organizations and a clear delineation of tasks that they will be expected to support. Proposal advantages or unique approaches should be highlighted.

Delineate organizational responsibilities, clear lines of authority, and effective spans of control, as well as, how the offeror will control the flow of information and communications among team members, customers, COR/ACOR and the Contracting Officer. Price information shall not be included in this document.

**Section 3: Organizational Structure and Chart:** Information shall present the management approach and organization designed to manage this contract. This section shall include the following described below. (LIMIT 25 PAGES)

The Offeror shall describe the organizational structure, including policies, procedures, and techniques for effectively and efficiently managing the proposed work. Proposals shall set forth the Offeror's approach to organizational structure, quality management, staffing and effective utilization, and distribution of the workforce in meeting contract requirements, cost constraints, and schedules. An organizational chart for the contract and all lines of authority, including the roles and responsibilities of the prime management personnel and subcontractors, if applicable, and the position of the Prime Contractor (the division or group proposed to perform this effort) within its overall corporate organization and a description of the level of corporate project oversight planned in terms of authority to make programmatic decisions and implement solutions to problems.

The Offeror shall describe its plan to maintain coordination with the principal Government representatives (CO, COR, and ACOR). The Offeror shall also describe its approach and methodologies to the planning, execution, tracking, and reporting of the Task Orders awarded under this Contract. The Offeror shall provide an organizational chart for this program identifying all key personnel as well as managerial and critical positions by title. All interfaces with FTA personnel must be clearly delineated and shall include a clear characterization of the governance structure between the Offeror and the Agency. The Offeror shall include an organizational chart that identifies where this contract fits within the corporate structure.

**Note:** If the Offeror is proposing a joint venture, the proposed organizational structure and chart shall reflect the joint venture.

**Section 4: Technical Approach:** The proposal should be prepared simply and straightforward, concise delineation of the technical capabilities to satisfactorily perform the contract duties as listed in Section C. The Offeror shall propose strengths or unique approaches should be emphasized. Asserted capability and/or intent to meet the requirements must be supported by detailed descriptions of approach and personnel qualifications. The Government will not assume that an Offeror possesses any capability unless specified in the proposal. The Offeror shall provide in detail the technical approach and procedures to be followed to manage and perform services identified in Section C including a mapping of the task to staff positions.

Provide information which demonstrates how the Offeror proposes to meet the stated requirements and have the necessary understanding, expertise, personnel, and experience to successfully accomplish the work. Specifically, the Offeror shall address each part of the Statement of Work in sufficient detail in order to demonstrate the Offeror's understanding of the requirements and the soundness of the proposed approach and demonstrate its ability to provide all required deliverables, at the required frequency, at the designated time and in conformation with the specified quality standards. Price information shall not be included in this document. (LIMIT 25 PAGES)

**Section 5: Organizational Control Plan:** The Offeror shall discuss its plan for controlling all aspects of the Prime Contractor/Subcontractor organization to ensure successful support of the multi-customer, multi-task PMO program. This discussion shall consist of the following subsections: (LIMIT 50 PAGES, including Sub-Sections)

**Sub-Section 1: Teaming/Subcontract Arrangements and Management:** Provide a detailed description of all teaming/subcontracting arrangements (e.g., formal or informal joint venture, traditional Prime-Sub relationship, and/or other formal or informal team arrangement) to include identification of the lead contractor and the roles/responsibilities of all participants. Identify any foreseen risks associated with the proposed teaming/subcontract arrangement(s) and address how those risks will be mitigated to ensure successful contract performance. For Offerors proposing under a formal or informal joint venture agreement or other formal teaming arrangement, the Offeror shall provide a copy of the fully executed agreement to include signatures of all parties. (Note: copies of these executed agreements do



NOT count against page limits.) The Offeror shall further describe its approach for managing these team members/subcontractors and maintaining organizational control over their contractual efforts.

The discussion shall include the processes that will be employed to maintain privacy of contract restrictions while, at the same time, efficiently conveying Government technical requirements to team members/subcontractors, implementing changes in technical direction, monitoring/measuring their performance, and ensuring that all task objectives are achieved.

**Sub-Section 2: Recruitment and Retention Plan:** Describe the corporate mechanisms applicable to all employees (practices, policies, and procedures) that will be employed by the Prime Offeror and major subcontractors/team members to recruit, retain, and replenish (when necessary) a sufficient number of qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the contract.

At a minimum, the plan shall address recruitment and hiring practices, termination policies and procedures, employee development tools, and compensation policies to include, but not limited to: overtime (compensated and uncompensated), temporary duty, travel, per diem, remote location allowances, leave, compensatory time, sick leave, health benefits, bonuses, severance pay, incentive pay, educational assistance and any other policies that would serve to obtain and maintain the personnel resources necessary to successfully perform this effort. Offerors shall provide corporate retention rates for the past three years for the Prime Offeror and each major subcontractor/team member.

In addition to the above, a copy of the Total Professional Employee Compensation Plan for the Prime Offeror and all major subcontractors/team members shall be provided with this subsection. See FAR 52.222-46 for the minimum information required to be submitted for evaluation. (Note: If the Joint Venture (JV) is a formal "populated" JV, the managing partner's compensation plan may be submitted to meet the cited requirement. For formal "unpopulated" JVs and informal JVs, compensation plans for all members of the JV must be submitted. The formal compensation plan shall not count against the page limitation for this section). The information provided in the formal compensation plan must be consistent with the compensation levels proposed for professional employees in Volume III, Cost/Price.

**Sub-Section 3: Key Personnel:** Identify the Prime Offeror key personnel as identified in the solicitation proposed for this effort. Provide a cross-walk between the Government specified labor categories for which the key personnel are proposed and the offeror's internal labor categories in which the personnel are/will be classified. The cross-walk shall describe their qualifications (education and experience) as it relates to the functional area requirements of the SOW and demonstrates how these qualifications meet or exceed the applicable minimum qualifications established elsewhere in this solicitation.

**Sub-Section 4: Task Order Management Plan:** Describe in detail the methods that will be employed to manage task order requirements for the total completion of the effort. Include a discussion on how the Prime Offeror will assess the technical and contractual requirements of solicited tasks, determine the most effective allocation of effort among prime and

subcontractors/team members and submit quality proposals in an expedited timeframe (i.e., generally 7 calendar days or less).

Fully describe the procedures for planning, allocating, and controlling resources and costs for awarded tasks. Include the process for scheduling, budgeting, and accumulating expenditures (hours and dollars); identifying expenditure and schedule problems; tracking task order performance; and providing timely detailed performance status to corporate management and the Government. The process for accounting and collecting expenditures for separate sources of funds and tasks shall be explained.

Address the process for timely incorporation of subcontractor/team member technical, schedule, and financial performance data into the prime's monthly reports for individual task orders.

Further address the plan for providing a seamless transition with outgoing contractors on task order efforts requiring continued support under this acquisition.

**Sub-Section 5: Organizational Conflict of Interest (OCI):** Identify any actual, potential, or perceived conflicts of interest, as contemplated by the OCI provisions located in Section H of this solicitation, for the Prime Offeror and any proposed subcontractor/team member. Provide a plan for mitigating or eliminating the risks associated with the identified conflicts. If such conflict(s) and mitigation plans were previously identified to the Contracting Officer (i.e., prior to proposal submission) and the Contracting Officer determined that no conflict(s) existed or that the conflict(s) were sufficiently mitigated, include a copy of the Contracting Officer's written clearance for the offeror to participate in the acquisition. Furthermore, if the other contractual vehicle under which an identified conflict exists requires such, a participation/clearance letter from the cognizant Contracting Officer for that contract shall be included as well. Copies of participation/clearance letters do not count against the stated page limitations for this section.

If the Prime Offeror and its subcontractors/team members have no conflicts, a participation/clearance letter is not required and the offeror shall clearly state in the proposal that no actual, potential, or perceived conflict of interest exists for the Prime Offeror and all subcontractors/team members. Further address how the Offeror team will identify and avoid potential conflicts during the performance of the resultant contract and subsequent task orders.

## **Volume II – Tab 2 – Staffing and Recruiting:**

**Section 1: Key Personnel Letter of Commitment:** The Offeror shall identify key personnel as proposed for this effort. The key personnel positions for this requirement are identified as the Program Manager and Task Order Manager I, II. The key personnel positions shall be filled by employees of the Prime Offeror.

The Offeror shall provide a matrix table between the Government specific labor categories for which the key personnel are identified, describe their qualifications (education and experience) as it relates to the SOW in Section C, and demonstrate how these qualifications meet or exceed the applicable minimum qualifications established in the solicitation. The Offeror shall provide letters of commitment certifying that the Government shall have full access to the key personnel as required by the Government. A Corporate Official and each key personnel shall sign the commitment letters. The letters shall be completed and incorporated into this section of the proposal. The commitment letter is limited to 1) page each.”

**Section 2: Resumes of Key Personnel, Mission Critical Personnel and Non-Key/non-Mission Critical Personnel:** The Offeror shall provide resumes of the key personnel and mission critical personnel only as identified below and in Section C. The Government places a higher value on Key Personnel that have a diversity of project experience related to the types of services outlined in Section C, education, professional certification, registration, and other professional qualifications, and personnel that have experience working on similar Government projects.

Due to the critical nature of the work; all personnel on this contract are considered highly important and the **contractor shall ensure all Mission Critical Personnel and Key Personnel are filled no later than twenty (20) calendar days after contract award.**

Resumes for others (non-Key/non-Mission Critical) personnel as proposed for individual Task Orders shall be submitted at the time of award of the respective Task Order.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential under the PMO program. See Section C.6.

For evaluation purposes, the Government has identified the following labor categories as key personnel and/or mission critical personnel that all offerors must provide a resume as a result of this solicitation. The below labor categories with a \* **are deemed key personnel** and \*\* **are deemed mission critical personnel** under this requirement and resumes must be included in the Offeror’s Technical Proposal.

**\*Key Personnel:** The Contractor shall identify key personnel within the proposal and shall acknowledge that all personnel assigned to this contract are capable of working independently and demonstrate knowledge, skills, and expertise in their respective functional areas necessary to perform tasks within the SOW. At a minimum, the Contractor shall designate the following as Key Personnel.

<b>*Program Manager</b>
<b>*Task Order Manager I</b>
<b>*Task Order Manager II</b>

**\*\*Mission Critical Personnel:** The Contractor shall identify mission critical personnel within the proposal and shall acknowledge that all personnel assigned to this contract are capable of working independently and demonstrate knowledge, skills, and expertise in their respective functional areas necessary to perform tasks within the SOW. At a minimum, the Contractor shall designate the following as Mission Critical Personnel:

<b>**Systems Integration Engineer II</b>
<b>**Risk Assessment Manager II</b>
<b>**Civil/Environmental Engineer II</b>
<b>**Structural Engineer II</b>
<b>**Quality Assurance/Quality Control (QA/QC) Manager</b>
<b>**Clerical Support Staff</b>
<b>**Technical Writer</b>

**The Offeror is limited to submitting two resumes for each Key Personnel labor category and one resume for Mission Critical labor categories.** The Offeror shall provide a resume for all the positions as listed above in the order as listed. The purpose of this submittal is to identify the level of expertise available for this contract.

The resumes should include appropriate cross reference to the Previous Experience projects. See Section J, Attachment J-2 for resume template. The Offeror should arrange resumes in the order listed below. \* Indicates Key Personnel and \*\* indicates Mission Critical Personnel. See Section J, Attachment J-2. The Offeror shall not deviate from this format.

**ALL resumes should be submitted utilizing the resume template in Section J.**

## **L.24 LABOR CATEGORIES AND MINIMUM PERSONNEL REQUIREMENTS**

The contractor shall utilize the Government Labor Categories (GLCs) identified and defined below in the performance of all Task Orders issued under this Contract. The following represents typical responsibilities for these labor categories.

All personnel utilized in the performance of this Contract and any Task Order awarded thereunder, unless otherwise approved by the Contracting Officer, shall meet the following minimum educational and experience requirements. It should be noted, for any category requiring a Professional Engineer's License, the Contractor shall include on the respective resume the State or Jurisdiction where the license was obtained, the license number, and the date of expiration. Similarly, for any category requiring a certificate, the resume shall include the entity that awarded it and the number. Licensed contractor personnel are required to maintain licensure throughout the life of the contract or task order. Key Personnel will be employed by only one prime contractor.

If the licensed Contractor personnel fail to maintain an active license or certificate, or the requested license or certificate lapses during the Period of Performance of the Contract or Task Order, then substitute personnel shall be submitted to the Contracting Officer within at least **ten (10) calendar days**. No substitution will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel meet the minimum requirements set forth in the Contract.

The Contractor shall report on and certify annually the active status of all licensed contractor personnel in the requested fields in accordance with the contract. This certification shall include the State or Jurisdiction where the license was obtained, the license number, and the date of expiration.

Waivers of minimum personnel requirements as defined in Subsection C.6b. MINIMUM PERSONNEL REQUIREMENTS shall be submitted to the Contracting Officer to be reviewed on a case by case basis if it is determined to be in the best interest of the Government.

**\*Program Manager:** The Program Manager is responsible for creating the firm's business environment or culture to ensure high-quality services are provided and all terms and conditions of this Contract are met. The individual shall be responsible for leading their overall PMO program effort by organizing and managing task workloads within established budget and schedule guidelines and providing management of the overall activities and staff. The Program Manager also establishes budgets, forecasts, manpower estimates, equipment, and supply needs. The individual shall be the Contractor's primary point of contact in all base contract-level communications with the Government. The Program Manager shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant.

**\*Task Order Manager I :** The Task Order Manager I is responsible for managing the day-to-day Task Order activities and will be the primary point of contact to the Contracting Officer Representative, Alternate Contracting Officer Representative, and typically, the project sponsor. The Task Order Manager I is responsible for organizing and managing task workloads within established budget and schedule guidelines and shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant. The Task Order Manager I shall be restricted to work on major capital transit projects for the following modes: Commuter Bus, Bus, Bus Rapid Transit, Demand Response, Demand Response – Taxi, and Ferryboat.

**\*Task Order Manager II:** The Task Order Manager II is responsible for managing the day-to-day Task Order activities and will be the primary point of contact to the Contracting Officer Representative, Alternate Contracting Officer Representative, and typically, the project sponsor. The Task Order Manager II is responsible for organizing and managing task workloads within established budget and schedule guidelines and shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant. The Task Order Manager II has no restrictions on modes.

**Systems Integration Engineer I:** The Systems Integration Engineer I provides professional expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's system integration plans and supporting documentation.

**\*\*Systems Integration Engineer II:** The Systems Integration Engineer II provides professional expertise in the oversight of FTA-funded major capital transit projects. This individual shall have significantly more experience than the Systems Integration Engineer I. The Systems Integration Engineer II provides professional expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's system integration plans and supporting documentation.

**Risk Assessment Manager I:** The Risk Assessment Manager I provides professional risk expertise in the oversight of FTA-funded major capital transit projects. These individuals review project sponsor's risk management plans and supporting documentation. The Risk Assessment Manager I is responsible for performing risk and contingency reviews for FTA-funded major capital transit projects by serving as a technical resource and subject matter expert in risk assessment and mitigation. The Risk Assessment Manager I should have knowledge in performing Monte Carlo and other comparable simulations.

**\*\*Risk Assessment Manager II:** The Risk Assessment Manager II provides professional risk expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's risk management plans and supporting documentation. The Risk Assessment Manager II shall have significantly more experience than the Risk Assessment Manager I. This individual is responsible for performing risk and contingency reviews for FTA-funded projects. Serves as a technical resource and subject matter expert in risk assessments. The Risk Assessment Manager II should have expert knowledge in performing Monte Carlo and other comparable simulations for risk analysis calculations.

**Civil Engineer/Environmental Engineer I:** The Civil Engineer/Environmental Engineer I provides professional civil engineering expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for civil works and supporting documentation. Serves as a technical resource and subject matter expert in civil engineering

**\*\*Civil Engineer/Environmental Engineer II:** The Civil Engineer/Environmental Engineer II provides professional civil engineering expertise in the oversight of FTA-funded major capital transit projects. The Civil Engineer II has significantly more experience than the Civil Engineer I. The Civil Engineer/Environmental Engineer II reviews project sponsor's plans for civil works and supporting documentation and serves as a technical resource and subject matter expert in civil engineering for transit projects.

**\*\*Quality Assurance/Quality Control (QA/QC) Manager:** The QA/QC Manager provides quality assurance and quality control expertise in the oversight of FTA-funded major capital transit projects. The QA/QC Manager reviews project sponsor's quality management plans and supporting documentation to ensure that projects are being built safely on budget, on schedule, within scope, and in conformance with applicable regulations and guidelines.



The Contractor shall provide a Quality Assurance Surveillance Plan (QASP) as part of their proposal. The QA/QC Manager shall be responsible for administering the QASP throughout the Period of Performance of the Contract. The QA/QC Manager assigned to the development, administration, and daily functions of the QASP shall be fully trained in their areas of responsibility which may include instruction and procedure development; product quality monitoring; inspection techniques; and inspection data management and analysis.

**Systems Safety Manager:** The Systems Safety Manager provides safety expertise by reviewing project sponsor's safety plans and supporting documentation. Serves as a technical resource by reviewing Site Specific Work Plans and Job Safety Analyses.

**Cost Estimation Manager:** The Cost Estimation Manager provides cost estimation expertise by reviewing project sponsor's cost estimates. Serves as a technical resource and subject matter expert in transit project budgeting and cost estimation.

**Project Scheduling Manager:** The Project Scheduling Manager provides scheduling expertise in the oversight of FTA-funded major capital transit projects. The Project Scheduling Manager will review a project sponsor's schedule for the project and supporting documentation and serves as a technical resource and subject matter expert in transit project scheduling.

**Vehicle Engineer:** The Vehicle Engineer provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Vehicle Engineer reviews project sponsor's plans pertaining to vehicle acquisition and vehicle types as well as fleet management plans and other supporting documentation. Serves as a technical resource and subject matter expert in transit vehicles.

**Real Estate Manager:** The Real Estate Manager provides real property acquisition expertise in the oversight of FTA-funded major capital transit projects by reviewing and monitoring project sponsor's real estate acquisition management plans (RAMPs) and other supporting documentation to ensure projects are compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act) and its implementing regulations at 49 CFR part 24. The Real Estate Manager may conduct spot checks or process/program reviews leading to draft reports for the duration of the project to validate Uniform Act compliance. These individuals serve as a technical resource and subject matter expert on requirements related to appraisal and valuation, acquisition and negotiations, relocation assistance, and real property management.

**Contract/Procurement Manager:** The Contract/Procurement Manager provides expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for contracting/procurement and supporting documentation. Serves as a technical resource and subject matter expert in contract and procurement management on transit projects.

**Transit Operations Manager:** The Transit Operations Manager provides expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans for operations of the transit system and supporting documentation. Serves as a technical resource and subject matter expert in transit operations.

**Communications Engineer I:** The Communications Engineer I provides professional engineering expertise in the oversight of FTA-funded major capital transit projects by reviewing project sponsor's plans related to implementing electronic and communication facilities for the project and other supporting documentation. Serves as a technical resource and subject matter expert in communications on transit projects.

**Communications Engineer II:** The Communications Engineer II provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Communications Engineer II has significantly more experience than the Communications Engineer I. The Communications Engineer II reviews project sponsor's plans related to implementing electronic and communication facilities for the project and other supporting documentation. Serves as a technical resource and subject matter expert in communications on transit projects.

**Electrical Power Distribution Engineer I:** The Electrical Power Distribution Engineer I provides professional engineering expertise in the oversight of FTA funded major capital transit projects. The Electrical Power Distribution Engineer reviews project sponsor's plans, specifications and documents related to electrical utilities, power systems, equipment, distribution stations, power lines, and traction power systems. They should be knowledgeable in both new electrical power systems and retrofitted systems. The Electrical Power Distribution Engineer shall conduct reviews for compliance with all applicable industry codes and standards.

**Electrical Power Distribution Engineer II:** The Electrical Power Distribution Engineer II provides professional engineering expertise in the oversight of FTA funded major capital projects. The Electrical Power Distribution Engineer reviews project sponsor's plans, specifications and documents related to electrical utilities, power systems, equipment, distribution stations, power lines, and traction power systems. They should be knowledgeable in both new electrical power systems and retrofitted systems. The Electrical Power Distribution Engineer II has significantly more experience than the Electrical Power Distribution Engineer I.

**Rail Transit Signal and Control Systems Engineer I:** The Rail Transit Signal and Control Systems Engineer I will review documentation in the analysis of the design and implementation of Positive Train Control and Communications Based Train Control systems including aspects related to equipment installed on vehicles, wayside devices, as well as, centralized and distributed computer systems.

**Rail Transit Signal and Control Systems Engineer II:** The Rail Transit Signal and Control Systems Engineer II shall review documentation in the analysis of design and implementation of Positive Train Control and Communications Based Train Control systems including aspects related to equipment installed on vehicles, wayside devices, as well as, centralized and distributed computer systems. The Rail Transit Signal and Control Systems Engineer II will have significantly more experience than a Rail Transit Signal and Control Systems Engineer I.

**Structural Engineer I:** The Structural Engineer I provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Structural Engineer I reviews project sponsor's plans pertaining to structural work. Serves as a technical resource and subject matter expert in structural engineering aspects of transit projects.

**\*\*Structural Engineer II:** The Structural Engineer II provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. The Structural Engineer II reviews project sponsor's plans pertaining to structural work. The Structural Engineer II has significantly more experience than a Structural Engineer I. Serves as a technical resource and subject matter expert in structural engineering aspects of transit projects.

**Mechanical Engineer:** The Mechanical Engineer provides professional engineering expertise in the oversight of FTA-funded major capital transit projects. Serves as a technical resource expert in mechanical engineering principles to review project sponsor's design products such as engines, instruments, controls, robots, electric generators, internal combustion engines, steam and gas turbine engines, refrigeration and air-conditioning systems, elevators, escalators, and machines.

**Buy America Expert I:** The Buy America Expert I reviews project sponsor's plans and Buy America documentation. Serves as a technical resource and subject matter expert in Buy America requirements for transit projects.

**Buy America Expert II:** The Buy America Expert II provides Buy America expertise in the oversight of FTA-funded major capital transit projects. The Buy America Expert II has significantly more experience than a Buy America Expert I. The Buy America Expert II reviews project sponsor's plans and Buy America documentation. Serves as a technical resource and subject matter expert in Buy America requirements for transit projects.

**Tunneling Engineer:** The Tunneling Engineer provides tunnel engineering expertise in the oversight of FTA-funded major capital transit projects. The Tunneling Engineer reviews project sponsor's plans pertaining to tunneling work and serves as a technical resource and subject matter expert in tunneling engineering aspects of transit projects.

This person should have extensive experience with Civil Engineering and tunnel design, various tunnel construction techniques and excellent project management skills.

**\*\*Technical Writer:** The technical writer is responsible for developing or reviewing all contractor reports, documents, correspondence, deliverables, etc. and ensuring that they are of high quality, free from spelling and grammatical errors. The technical writer shall ensure that all documents and reports are written in a style that translates complex issues into easy to understand language.

**\*\*Clerical Support Staff:** The clerical support staff is responsible for providing administrative functions to support the contractor in delivering FTA requirements timely and professionally. This will include preparing invoices, correspondence, and other clerical support functions.

a. MINIMUM TECHNICAL REQUIREMENTS:

**\*Program Manager:** Minimum of 12 years of management experience in Project Planning, Engineering, and Construction of major capital projects with at least 5 of the 12 years in project management oversight in passenger rail or related modes.

- Must have a Bachelors Degree in Engineering from an Accreditation Board for Engineering and Technology (ABET) Accredited Program or a Bachelor of Architecture from a National Architectural Accrediting Board (NAAB) Accredited Program OR licensure as a Professional Engineer (PE) in the United States.
- Program (PgMP) or Project Management Professional (PMP) or Certified Construction Manager (CCM) certification is required.
- Required to be an employee of the Prime Contractor(s) (no subcontractors).
- Experience in passenger rail or related transportation modes for the eight management elements shown below:
  - Engineering design
  - Project planning
  - Construction
  - Public outreach
  - Federal grant process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA's Capital Investment Grant program

**\*Task Order Manager I:** Minimum of 7 years of project experience with 3 of the 7 years related to major capital transit projects in Project Planning, Engineering, and Construction of major capital projects.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program or a Bachelor of Architecture from a NAAB Accredited Program OR licensure as a Professional Engineer (PE) in the United States.
- Project Management Professional or Certified Construction Manager (PMP or CCM) certification is required.
- Required to be an employee of the prime contractor(s) (no subcontractors).
- Experience in commuter bus, bus, Bus Rapid Transit, Demand Response, Demand Response –Taxi, and Ferryboat or related transportation modes for the eight elements shown below:
  - Engineering design management
  - Project planning management
  - Construction management
  - Public outreach management
  - Federal grant management process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA’s Capital Investment Grant program

**\*Task Order Manager II:** Minimum of 12 years of project experience with 6 of the 12 years related to major capital transit projects in Project Planning, Engineering, and Construction of major capital projects.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program or a Bachelor of Architecture from a NAAB Accredited Program OR licensure as a Professional Engineer (PE) in the United States.
- Project Management Professional or Certified Construction Manager (PMP or CCM) certification is required.
- Required to be an employee of the Prime Contractor(s) (no subcontractors).
- Experience in passenger rail or related transportation modes for the eight elements shown below:
  - Engineering design management
  - Project planning management
  - Construction management
  - Public outreach management
  - Federal grant management process
  - Regulatory and compliance experience
  - Project oversight services
  - FTA’s Capital Investment Grant program.

**Systems Integration Engineer I:** Minimum of 7 years of experience in Systems Engineering and Integration on major capital projects with 3 of the 7 years as Systems Integration Engineer in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Systems, Electrical, or Mechanical Engineering from an ABET Accredited Program.
- Experience with design and integration of signals, communication propulsion power systems, and control center engineering is desired.
- Experience evaluating and testing rail transit signal and control systems integration of software for real-time embedded systems using model-based software development tools is desired.

**\*\*Systems Integration Engineer II:** Minimum of 12 years of experience in Systems Engineering and Integration on major capital projects with 6 of the 12 years as Systems Integration Engineer in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Systems, Electrical, or Mechanical Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with design and integration of signals, communication propulsion power systems and control center engineering are required.
- Experience evaluating and testing rail transit signal and control systems integration of software for real-time embedded systems using model-based software development tools is required.

**Risk Assessment Manager I:** Minimum of 7 years of overall experience working on risk assessments with 3 of the 7 years in passenger rail or related transportation modes and 3 of the 7 years of experience planning, designing, and implementing an overall risk management process for an organization.

- Must have a Bachelors Degree in Engineering, Architecture, Economics, Computer Science, Statistics, Business Management, or a related field.
- Certification as a Risk Management Professional (PMI-RMP or DRMP) is required.
- Knowledge in performing probability modeling using factoring and Monte Carlo and other comparable simulations for risk analysis related to cost and schedule values.



**\*\*Risk Assessment Manager II:** Minimum of 12 years of overall experience working on risk assessments with 5 of the 12 years in passenger rail or related transportation modes and 6 of the 10 years of experience planning, designing, and implementing an overall risk management process for an organization.

- Must have a Bachelors Degree in Engineering, Architecture, Economics, Computer Science, Statistics, Business Management, or a related field.
- Certification as a Risk Management Professional (PMI-RMP or DRMP) is required.
- Expert knowledge in performing probability modeling using factoring and Monte Carlo simulation for risk analysis related to cost and schedule values.
- Familiarity with FTA's risk assessment procedure and Excel model is desired.

**Civil Engineer/Environmental Engineer I:** Minimum of 7 years of overall experience as a Civil Engineer/Environmental Engineer with 3 of the 7 years of experience in major capital transit projects. Resume shall demonstrate experience in Project Planning, Engineering, Design, and Construction of major capital projects including passenger rail or related transportation modes.

- Must have a Bachelors Degree in Civil Engineering/Environmental Engineering from an ABET Accredited Program.
- Experience with station design and architecture including experience with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) guidelines and level boarding is desirable.
- Experience with seismology is preferred.
- Experience with geotechnical analysis including planning, design and construction of tunnels, shallow foundations, and other underground works is preferred.

**\*\*Civil Engineer/Environmental Engineer II:** Minimum of 12 years of overall experience as a Civil Engineer/Environmental Engineer with 5 of the 12 years of experience with major capital transit projects. Resume shall demonstrate experience in Project Planning, Engineering, Design, and Construction of major capital projects including passenger rail or related transportation modes.

- Must have a Bachelors Degree in Civil Engineering/Environmental Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.

- Experience with station design and architecture including experience with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) guidelines and level boarding is desirable.
- Experience with seismology is preferred.
- Experience with geotechnical analysis including planning, design and construction of tunnels, shallow foundations and other underground works is preferred.

**\*\*QA/QC Manager:** Minimum of 7 years of quality management Experience with at least 3 of the 7 years as Quality Assurance/Quality Control (QA/QC) manager.

- Must have a Bachelors Degree in Engineering, Architecture, Business, Construction, or a related field.
- Experience in setting up at least one quality management plan or system for an agency or significant revision of an agency's existing plan or system.
- Certified Manager of Quality/Organizational Excellence (CMQ/OE) Certification or Certified Quality Engineer (CQE) or at least 7 years of experience as a Quality Engineer, Quality Auditor, Quality Improvement Associate, Quality Inspector, Quality Process Analyst, or Reliability Engineer.

**Systems Safety Manager:** Minimum of 7 years of Safety Systems experience with at least 3 of the 7 years as Safety Systems Manager in Design, Engineering, and Construction of passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Architecture, Business, Construction, or a related field.
- Experience in the application of MIL-STD-882C Military Standard: System Safety Program Requirement.
- Experience with Fire Life Safety and Ventilation (NFPA 130) or equivalent program is required.
- Transit Safety and Security Program (TSSP) Certificate is desirable but not required.

**Cost Estimation Manager:** Minimum of 7 years of cost estimating experience with at least 3 of the 7 years as Cost Estimation Manager in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Construction Management, Business, or related field.
- Must have experience in analysis of engineering systems and project management.
- Registration as Certified Cost Professional (CCP)/Certified Estimating Professional (CEP) is desirable but not required.

**Project Scheduling Manager:** Minimum of 7 years of scheduling experience in the development and maintenance of Critical Path Method (CPM) schedules with at least 3 of the 7 years as a Scheduling Manager in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Construction Management, Business, Architecture, or a related field.
- Licensure as an Earned Value Professional (EVP) Planning & Scheduling Professional (PSP) or PMI Scheduling Professional (PMI-SP) is required.
- Proficiency in a project scheduling software such as Microsoft Project, Primavera, etc.

**Vehicle Engineer:** Minimum of 7 years of experience with vehicles (rail or bus) and expertise in the following elements:

- Vehicle design including preparation of design criteria, vehicle analysis and vehicle specifications, or vehicle procurement (e.g., writing a vehicle procurement plan, Request for Proposal (RFP), evaluation, and award), or project management for a vehicle builder.
- Vehicle procurement (e.g., writing a vehicle procurement plan, Request for Proposal (RFP), evaluation, and award), or project management for a vehicle builder or related engineering experience with public transportation rolling stock.
- Must have a Bachelors Degree in Electrical or Mechanical Engineering from an ABET Accredited Program.
- Demonstrated experience with Americans with Disability Act (ADA) requirements for transit vehicles.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.

**Real Estate Manager:** Minimum of 7 years of comprehensive experience with the Uniform Act to include extensive knowledge of and practical experience with implementing appraisals, acquisitions, relocations, and real property management activities. Two of the seven years must include experience providing project level real estate acquisition oversight services.

- Bachelors Degree in Real Estate, Business, Public Administration, or a closely related field. Education requirement may be substituted with a professional designation, right of way certification, or license in a real estate field (i.e., SR/WA, MAI, R/W-URAC professional designations) if the individual meets the minimum Uniform Act compliance experience requirements for a Real Estate Manager.
- Professional designation, right of way certification, or license related to real estate acquisition is desirable but not required if the bachelor's degree requirement is met.

- Resume shall demonstrate extensive knowledge of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and its implementing regulations at 49 CFR part 24.
- Resume shall demonstrate extensive knowledge of FTA Circular 5010 Award Management Requirements policy guidance and its applications related to real property acquisition and FTA Real Estate Acquisition Management Plan (RAMP) requirements.
- Experience with the following must be included in the resume narrative:
  - Knowledge of commonly applied real estate principles, rules, regulations, and practices as it relates to the acquisition of real property interests for federally assisted projects.
  - Knowledge of appraisal principles and practices necessary to estimate fair market value of real property to be acquired for a federally assisted project.
  - Developing scope, scheduling, and budget/cost estimates, and evaluating tracking documents related to real estate acquisition for federally assisted projects.
  - Conducting spot checks (and reporting) on specific parcel acquisitions to verify and ensure recipient Uniform Act compliance to include project level process reviews (and reporting) on project acquisitions.
  - Environmental laws and regulations as they relate to federally assisted real property acquisition activities.

**Contract/Procurement Manager:** Minimum of 7 years of experience in procurement planning and management on large capital projects with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering, Business, or a related field.
- Knowledge of legal contracts, claims, negotiation of contracts, project delivery method, and Federal Acquisition Regulations is required.

**Transit Operations Manager:** Minimum of 7 years of experience in planning and operation of transit systems with at least 3 of the 7 years as a transit systems operations manager.

- Must have a Bachelors Degree in Engineering, Business, or a related field.
- Must have a comprehensive knowledge of fleet management plan development, transit capacity, and operational analysis and scheduling of transit operations.

**Communications Engineer I:** Minimum of 7 years of experience in designing and implementing electronic and related communications systems with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering.
- Knowledge of Internet and Computing Technologies, Structured Cabling, Fiber Optic Networks, LAN/WAN systems, and Intrusion Detection is desired.

**Communications Engineer II:** Minimum of 12 years of experience in designing and implementing electronic and related communications systems with at least 6 of the 12 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering.
- Knowledge of Internet and Computing Technologies, Structured Cabling, Fiber Optic Networks, LAN/WAN systems, and Intrusion Detection is required.
- Licensure as a Professional Engineer (PE) in the United States is required.

**Electrical Power Distribution Engineer I:** Minimum of 7 years of experience in designing and implementing electrical and traction power distribution systems with at least 3 of the 7 years in passenger rail transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.
- Experience with 11,000/25,000-volt alternating current overhead catenary traction power distribution and/or with 600 - 1,500-volt direct current overhead or third rail traction power distribution as required by the project is desired.
- Knowledge of electrical and traction power distribution systems and related switchgear and substation facilities is desired.

**Electrical Power Distribution Engineer II:** Minimum of 12 years of experience in designing and implementing electrical and traction power distribution systems with at least 6 of the 12 years in passenger rail transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET accredited program.
- Licensure as a Professional Engineer (PE) in the United States is required.

- Experience with 11,000/25,000-volt alternating current overhead catenary traction power distribution and/or with 600 - 1,500-volt direct current overhead or third rail traction power distribution as required by the project is required.
- Knowledge of electrical and traction power distribution systems, related switchgear and substation facilities is required

**Rail Transit Signal and Control Systems Engineer I:** Minimum of 7 years of experience in designing and implementing electronic and related rail transit signal and control systems with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is desirable but not required.
- Knowledge of and experience with Positive Train Control, Communications Based Train Control, Control Center Engineering, and/or railroad block signal systems, and associated communication and control systems as required by the project is desired.

**Rail Transit Signal and Control Systems Engineer II:** Minimum of 12 years of experience in designing and implementing electronic and related rail transit signal and control systems with at least 6 of the 12 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Engineering from an ABET accredited program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Knowledge of and experience with Positive Train Control, Communications Based Train Control, Control Center Engineering, and/or railroad block signal systems, and associated communication and control systems as required by the project is required.

**Structural Engineer I:** Minimum of 7 years of overall experience as a Structural Engineer and 3 of the 7 years of experience with major capital transit projects, including experience in Project Planning, Engineering, Design, and Construction of major capital projects.

- Must have a Bachelors Degree in Civil Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is desired but not required.
- Experience with seismology is preferred.



**\*\*Structural Engineer II:** Minimum of 12 years of overall experience as a Structural Engineer with 5 of the 12 years of experience with major capital transit projects, including experience in Project Planning, Engineering, Design, and Construction of major capital projects

- Must have a Bachelors Degree in Civil Engineering from an ABET accredited program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- A minimum of 3 years of experience as an Engineer of Record where the candidate was responsible for reviewing and sealing drawings.
- Experience with seismology is preferred.

**Mechanical Engineer:** Minimum of 7 years of experience in Project Planning, Engineering, and Manufacturing Processes by Designing and Modifying Equipment for fabricating, building, assembling, and installing components for major capital projects with at least 3 of the 7 years in passenger rail or related transportation modes.

- Must have a Bachelors Degree in Mechanical Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with assuring system and product quality by designing test methods and testing finished product and system capabilities is desirable but not required.
- Experience with confirming fabrication, assembly, and installation processes is required.

**Buy America Expert I:** Minimum of 7 years of overall experience with a minimum of 3 of the 7 years of experience with Buy America requirements, audits, and certifications per 49 CFR 661 and 49 CFR 663 at a Project sponsor, vehicle builder, or a consulting firm.

- Must have Bachelors Degree in Engineering, Business, or a related field.
- Demonstrated knowledge of transit industry manufacturing and supply chain is desired.

**Buy America Expert II:** Minimum of 12 years of overall experience with a minimum of 5 of the 12 years of experience with Buy America requirements, audits, and certifications per 49 CFR 661 and 49 CFR 663 at a project sponsor, vehicle builder or a consulting firm.

- Must have Bachelor Degree in Engineering, Business, or a related field.
- Demonstrated knowledge of transit industry manufacturing and supply chain is required.

**Tunneling Engineer:** Minimum of 10 years experience as a Tunnel Engineer with 3 years either as a Senior Tunnel Engineer or Project Manager.

- Bachelor's Degree in Civil Engineering from an ABET Accredited Program.
- Licensure as a Professional Engineer (PE) in the United States is required.
- Experience with tunnel construction in hard and soft rock and soil conditions.
- In-depth knowledge of NATM and TBM excavation techniques.
- Knowledge of trenchless construction.
- Strong design and analytical experience in the field of tunnel/geotechnical/structural design.

**\*\*Technical Writer:** Minimum of 5 years of administrative experience with a concentration in technical writing.

- Associate Degree, or Bachelors Degree is required.
- Experience with performing administrative and technical writing duties such as preparing quality documents and reports
- Knowledge of Microsoft Office (Word, Excel, PowerPoint) and editing and finalizing correspondence, documents and briefings
- Experience with developing comprehensive documentation that meets organizational standards and provides a deep understanding of products and services to translate complex information into simple, polished, engaging content.

**\*\*Clerical Support Staff:** Minimum of 2 years of administrative experience with a concentration in document routing, coordination, tracking, and retaining/filing.

- High School Diploma, GED, or a College Degree is required.
- Experience with performing administrative duties such as preparing invoices, briefings, correspondence, and meeting minutes.
- Knowledge of Microsoft Office (Word, Excel, PowerPoint) experience in preparing, editing, and finalizing correspondence, documents and briefings.

## **Volume II – Tab 3 – Program Management**

**Section 1: Program Management:** The Offeror shall provide a detailed description of the responsibilities and authorities for program management of this contract. The Offeror shall include such elements as resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Agency, Contractor, and Subcontractor.

The Offeror shall provide their approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines, and delivery schedules will be supported. The Offeror shall identify their approach to maintaining technical competency and provide the appropriate support as needed throughout the duration of the contract and assigning work in a changing, dynamic, and evolving technical environment.

The Offeror shall also address how it will implement delivery schedule management, risk management, and obtain user feedback for performance improvement. (Limit 10 pages)

## **Volume II – Tab 4 – Organizational and Individual Conflicts of Interests**

**Section 1: Organizational and Individual Conflicts of Interests:** Offerors are directed to FAR 9.5 for detailed information concerning Organizational Conflicts of Interests (OCIs). The Offeror shall identify any actual, potential, or perceived conflicts of interest, as contemplated by the OCI provisions located in Section H of this solicitation for the Prime Offeror and any proposed subcontractor/team member.

The Offeror shall clearly state in the proposal that no actual, potential, or perceived conflict of interest exists for the Prime Offeror and all subcontractors/team members. Further address how the offeror team will identify and avoid potential conflicts during performance of the resultant contract and subsequent task orders.

The Offeror shall complete and submit the Government-provided Conflict of Interest (COI) matrix spreadsheet, Attachment J-11 in Section J, List of Attachments. The Offeror is not permitted to alter the content in the spreadsheet. The Offeror is required to indicate in the required fields if there is a conflict of interest, or not, and whether the Offeror is interested in the project assignment based upon their contract status. Offerors shall refer to the Conflict of Interest language in Section H, Special Requirements, prior to completing and submitting the Conflict of Interest matrix spreadsheet.

## **Volume II – Tab 5 – Subcontractors**

**Section 1: Subcontractors:** All major subcontractors and subcontractor JVs Partnering/Teaming documents must be submitted with the Prime's technical and cost proposal. The Offeror shall provide a matrix of all proposed subcontractors/team members and the specific areas within the SOW which they will be utilized. This information will be utilized to determine relevancy for the subcontract references.

Offeror shall submit a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the Offeror so the Offeror can respond to such information. Offerors shall also provide an approximate percentage of effort, based on cost, that each subcontractor/team member will contribute to the overall effort. This information will be utilized to determine relevancy for the subcontract references.

In addition, the CO's written consent is required for a Contractor to enter into subcontracts in accordance with FAR 52.244-2, "Subcontracts," and in accordance with Section H, "Subcontract Approval." The Contractor shall notify the CO reasonably in advance of placing any subcontract or modification thereof, including the information identified in FAR 52.244-2 (e)(1).

Each request for subcontract consent package, if required, must be submitted to the CO by the proposal due date.

## Volume II – Tab 6 –Past Performance

**Section 1: Corporate Experience:** In addressing the Corporate Experience, the Offeror shall describe its qualifications and detail its specific experience conducting work of the same or similar nature to that described in this RFP in Section C.

The Offeror shall provide three (3) different examples of corporate experience information for active or complete “relevant/recent” contracts/task orders and/or subcontracts (including Federal, State, and local Government or commercial) directly related to the services identified in Section C. Two (2) of the experiences must be from the Prime Offeror and one (1) experience from proposed Subcontractor. Of the three (3) examples of experience provided, at least two (2) experiences shall demonstrate the use of creative solutions or innovations in achieving or exceeding customer objectives.

All experience shall be completed by either the Prime Offeror or proposed subcontractor.

Past Performance submissions that are not recent and/or not relevant will not be considered in the evaluations. In selecting past performance examples, the Offerors should bear in mind the Government will evaluate the extent to which the past performance examples proffered are relevant to the requirements of this solicitation. Note: Relevancy includes such things as service similarity, complexity, contract type, contract dollar value/size, program phase, division of company, major or critical subcontractors, teaming partners and joint venture.

Previous CPARS ratings and questionnaires will be used in the proposal evaluations as available. Data concerning the Prime Offeror shall be provided first followed by each proposed subcontractor, in alphabetical order. Joint Ventures shall submit past performance information for the JV.

This volume shall be organized into the following sections:

*Section 1: For each experience statement, the Offeror shall provide reference information including, at a minimum, the following information:*

- a. Contract place of performance, CAGE Code, and Unique Identifier Number (UEI).
- b. Government contracting activity/commercial entity, current address, Procuring Contracting Officer's/commercial reference's name, email address, and telephone number.
- c. Government's technical representative/COR/commercial reference, current e-mail address, telephone, and fax numbers.
- d. Government contract administration activity, if delegated, the Administrative Contracting Officer's name, current e-mail address, telephone, and fax numbers.
- e. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).

- f. Contract Type (specified type, such as Firm Fixed Price (FFP), Cost Reimbursement (CR), Time and Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- g. Award contract price and final or projected final price.
- h. Original delivery schedule, including dates of start and completion of work. Final or projected final delivery schedule including dates of start and completion of work.

***Recent* is defined as within the last three (3) years from the date of release of this RFP. *Relevant* is defined as work which is the same and/or similar in complexity and scope to the work described in Section C.**

**Contract Performance:** Offerors shall provide a narrative description for each contract listed in Section 1 above. This narrative shall describe the contract and key objectives of the project including the scope and complexity of the efforts and how the customer benefited operationally or strategically, how these objectives were achieved, and how the effort is relevant to the requirements of this solicitation. Describe the applicable prime/member's role in the project and the challenges and lessons learned from your experience as the Prime or Subcontractor. Describe the integration of resources (e.g., personnel, tools, applications, etc.) into the customer's environment.

Descriptions shall include all aspects of performance quality, including the Offeror's record of: 1) conforming to contract specifications to include the timely supply of personnel resources; 2) maintaining program execution within proposed price; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional concern for the interest of its customers; identify the prime or proposed subcontractor that performed the work and 6) establishing and maintaining adequate management of subcontractors. For any contracts that did not/do not meet original schedule or technical performance requirements, Offerors are to provide a brief explanation of the reason(s) for the variances and any corrective action(s) taken to avoid recurrence.

The Offerors shall also provide a copy of any Cure Notice or Show Cause Letter (copies shall not be included in page limit) received on each contract listed and a description of any resultant corrective action implemented. Additionally, the Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination. Offerors shall indicate their own assessment of their performance with supporting rationale. **(Limit 9 pages)**

**Section 2: Past Performance Questionnaire:** A completed Past Performance Questionnaire shall be submitted by each Offeror in accordance with the below requirements. Efforts performed for same or similar work for federal, state, local government and/or corporate shall be submitted. The information in this volume is required for the Prime Offeror and each major subcontractor/team member proposed to perform under this effort. Past Performance submissions that are not recent and/or not relevant will not be considered in the evaluations.

In selecting past performance examples, the Offerors should bear in mind the Government will evaluate the extent to which the past performance examples proffered are relevant to the requirements of this solicitation. Note: Relevancy includes such things as service similarity, complexity, contract type, contract dollar value/size, program phase, major or critical subcontractors, teaming partners and joint venture.

The Offeror shall be responsible for ensuring that each of the customer references receives, completes, and returns **Attachment J-3, Past Performance Questionnaire**, to the appropriate Government point of contact. The Offeror shall complete the project title and contract reference number to match its corporate experience proposal information before sending the form to its reference. The completed Questionnaire shall not be submitted with the Offeror's proposal submission.

The completed Questionnaire shall be submitted directly via email from the customer reference to: [fta2024projectmanagementoversight@dot.gov](mailto:fta2024projectmanagementoversight@dot.gov), no later than, **5:00 PM Eastern Standard Time, December 27, 2023**. Failure to receive a questionnaire from a reference will result in the non-consideration of the Reference. It is recommended that the Questionnaire and Cover Letter be forwarded to each respondent no later than 15 calendar days prior to the proposal submission date for this solicitation. The Offeror shall not fill in any portion of the form other than the addressee's name/organization and applicable contract number, nor obtain a copy of the completed form from the respondent. The cover letter for Attachment J-3 Past Performance Questionnaires instructs the point of contact to return completed questionnaires to the designated Government Point of Contact. Completed questionnaires that are submitted by the respondents shall not count against any page limitations established for this volume.

The Offeror shall indicate in this section if it has no past performance. Offerors with no past performance will receive a neutral rating.

While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the offeror.

The message shall originate from the references corporate or government email system and the "subject" line in the submission email shall clearly indicate:

- 1) Past Performance Questionnaire Submission for Offeror [Name]; or
- 2) Past Performance Questionnaire Submission for Prime Offeror [Name] - Subcontractor [Name]

The Government reserves the right to contact customers identified in the proposal and solicit further information about performance regarding quality, timeliness, cost, and business relationship. The accuracy of past performance data including phone numbers of the points of contact are the full responsibility of the Offeror and inaccuracy may result in non-consideration of the reference.



Other related past performance information may be sought and used for evaluating completeness and accuracy of the contractor's proposals. Past performance information may be obtained from a variety of sources including other government agencies.

Past Performance references for a Joint Venture may be submitted from the entity or the individual companies that comprise it. Joint Ventures with no past performance (i.e., Joint Venture and individual team members) will receive a neutral rating. If the individual members do have past performance experience, then that performance will be evaluated on behalf of the Joint Venture.

The Government does not assume the duty to search for data to cure problems it finds in proposals. Proposals that do not contain the required information are subject to rejection by the Government.

Offerors that list past performance from the Federal Transit Administration (FTA) **only** in response to this solicitation shall not be required to submit a Past Performance Questionnaire. Instead, the Government will utilize the Contractor Performance Assessment Retrieval System (CPARS) to evaluate Past Performance. Furthermore, the Government expressly reserves the right to use other sources, including agency knowledge, as applicable, in evaluating such Offeror's past performance. In addition to this information, Offerors that list FTA experience **only** shall submit all other required information listed under Volume II – Tab 6 - Corporate Experience and Past Performance.

**Section 3: Performance History and Summary Matrix:** The Offeror shall provide a summary presentation of all Prime Offeror and major subcontractor/team member performance history submissions, in columnar format, with the following information:

- Contractor Name,
- Contract and Task/Delivery Order (if applicable) Number,
- Contractor Status (i.e., prime contractor, prime contractor joint venture participant, subcontractor),
- Contract Type,
- Contract Value,
- Performance Period,
- Title/Brief Description of Effort,
- Customer Organization,
- POC Name/Phone Number/E-Mail Address,
- Award contract price and final or projected final price
- Original delivery schedule including dates of start and completion of work  
final or projected final delivery schedule including dates of start and completion of work

**Performance History:** The Prime Offeror shall submit a description of up to five (5) contracts/task orders for which it has recent and relevant performance as the prime contractor. For any contract that involves multiple task orders, the Offeror is limited to submitting relevant task orders only with each task order counting as one contract reference. However, the Offeror may submit the overall contract as one submission if it feels the entire effort is relevant to this requirement.

Recent performance is defined as efforts that have been performed within the past three years. Relevant performance is defined as efforts that are similar to the requirement and as listed in the SOW, Section C in terms of size, scope (technical, contractual, dollar value), and complexity.

Each major subcontractor/team member shall submit up to three (3) recent and relevant contracts/task orders for which it has performed as either a prime contractor or subcontractor. Subcontractor/team member submissions shall clearly identify their role (prime or subcontractor) in the contract/task order.

Note that the Government will not consider performance on a newly awarded contract, prime or subcontractor, without a performance history of at least one (1) year of similar or same work. The Offeror shall provide in written detail any known problems and the corrective actions taken should be addressed. For any contracts which did not meet the contractual requirements regarding cost, schedule, or technical performance, an explanation must be provided of the reason(s) for such, and any corrective action taken to avoid recurrence. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified.

It is the Offeror's responsibility to verify the accuracy of all contact and other descriptive information provided in response to above. The Government will not attempt to resolve inaccurate information or locate missing data. The proposal of inaccurate or incomplete information may result in the performance history record(s) not being considered by the evaluation.

**Terminations/Debarments:** The Offeror shall provide the detailed performance history information required above on all contracts and subcontracts that have been terminated for default in whole or in part, for any reason, during the past three years.

This shall include those currently in the process of termination. Information must also be provided for all contracts and subcontracts that resulted in the appearance of the Offeror on the Debarred List or any other similar Government problem listings during the past three years.

This requirement also applies to any proposed major subcontractor/team member. Information provided under this section does NOT count against the page limitation for this volume. **(Limit 10 pages)**

## **L.25 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN COST OR PRICING DATA**

The Offeror shall submit other than cost or pricing data adequate for determining cost realism and reasonableness. The cost information must be accurate, complete, well documented, and clearly indicate what data are existing and verifiable versus judgmental and contingent. Meanwhile, the cost estimates, rationale and supporting cost information for Section B pricing is required in accordance with Section L but need not be certified. The Agency reserves the right to obtain and require other than cost and pricing data from Offerors as necessary to determine cost/price reasonableness and realism for this procurement.

The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

Certified cost or pricing data are not required to be submitted with the proposal, however, in accordance with FAR 15.403-3, if necessary, the Contracting Officer may request additional information other than what is provided in the cost proposal, including certified cost and pricing data. Certificate of Current Cost or Pricing Data will be required immediately after agreement on cost/price is reached.

**Note:** If an offer uses “Pivot tables” they shall not include this pivot table in offerors spreadsheets. Each tab title shall be labeled with the exhibit number and name and all tabs must be grouped in the correct exhibit order. For those exhibits that include numerous recurring spreadsheets (for instance Exhibit B3), an Offeror must provide each in the same tab, listed top to bottom vice right to left (limit 2 per printable page). The offeror shall ensure that the information presented in this volume is consistent with the information contained in the other proposal volumes.

The cost proposal shall be based upon labor hours, labor rates, indirect rates, subcontract costs, travel cost, and any other “Other Direct Cost” (ODC) that are reasonable, realistic, and achievable. Proposals will be evaluated for reasonableness and realism.

## **L.26 ADEQUATE ACCOUNTING SYSTEM – PREAWARD**

FAR 16.301-3(a)(3) states that a cost-reimbursement contract may be used only when the contractor’s accounting system is adequate for determining costs applicable to the contract.

The Government shall award any appropriate contract type under the Federal Acquisition Regulation. It is anticipated that awards under this contract will generally be cost plus fixed fee (CPFF) type task orders to be considered for an award under this solicitation which require successful Offerors to have an adequate accounting system for tracking costs applicable to the contract.

The Offeror shall provide evidence of an adequate accounting system for all Prime, JV, and major subcontractors. Offerors shall identify the cognizant government audit agency, any other government agency, or Certified CPA that has formally approved the accounting system in Volume III Tab 3.

The Offeror shall complete in detail and provide responses to the Pre-Award Modified Survey, SF-1408 as listed in Volume I. The system shall be approved at the time of submission of the proposal. The information provided is subject to verification and audit.

## **L.27 LABOR CATEGORIES AND HOURS INFORMATION**

“Labor Categories and Hours Information” provides the Agency’s estimated labor hours for each labor category for determining contract costs over the five (5) year period of performance. The following distribution of hours shall be used in preparing your cost proposals. **Your proposal shall reflect the labor classifications reflected below. The total hours assigned to all labor category is estimated at 91,500 hours. See Volume III page 192 for additional information.**

Labor Classification	Estimated Number of Labor Hours
Program Manager*	5,000
Task Order Manager I*	10,000
Task Order Manager II*	10,000
Systems Integration Engr I	5,000
Systems Integration Engr II**	5,000
Risk Assessment Manager I	5,000
Risk Assessment Manager II**	5,000
Civil/Environmental Engineer I	5,000
Civil/Environmental Engineer II**	5,000
QA/QC Manager**	2,000
Systems Safety Manager	2,000
Mechanical Engineer	1,500
Cost Estimation Manager	1,000
Project Scheduling Manager	1,500
Vehicle Engineer	1,500
Real Estate Manager	1,500
Electrical Power Distribution Engineer I	1,500
Electrical Power Distribution Engineer II	1,500
Rail Transit Signal and Control Systems Engr I	1,500
Rail Transit Signal and Control Systems Engr II	1,500
Contract/Procurement Manager	1,000
Transit Operations Manager	1,500
Communications Engr I	1,500
Communications Engr II	1,500
Structural Engineer I	1,500

Labor Classification	Estimated Number of Labor Hours
Structural Engineer II**	1,500
Buy America Expert I	1,500
Buy America Expert II	1,500
Tunneling Engineer	1,500
Technical Writer **	4,000
Clerical Support**	2,500
<b>Total</b>	<b>91,500</b>

\* Key Personnel \*\* Mission Critical Personnel

### Volume III – COST PROPOSAL

It is important that Offerors i.e., Prime Contractors, JVs, and major subcontractors read and follow these cost proposal instructions carefully. The Agency reserves the right to consider an inaccurate or incomplete cost proposal indicative of the Offeror's inability to perform the work required under the contract and may be grounds for rejection of the proposal.

The Offeror bears full responsibility for any adverse evaluation impact which may result from its failure to furnish cost information required by the RFP.

**Volume III – Tab 1 – Cost:** All major subcontractors, subcontractors, JV, and Partnering/Teaming documents must be submitted with the prime's technical and cost proposal. No exception will be given. **Various spreadsheets will be required.**

**Sections of the cost proposal:** The spreadsheets shall "roll up" to the Summary worksheet tab in the Cost Exhibit. Include the Summary worksheet in this Section. The Offeror shall furnish supporting breakdowns for each cost element consistent with its cost accounting system. For evaluation proposes, note that the total cost (i.e., the sum of the total 5-year period of performance) based on the estimated Level of Effort shown above will be considered as the offeror's proposed cost. The Offeror shall utilize a Microsoft Excel compatible spreadsheet in "readable" format that shows all formulas and links for review. Cost breakdown by Government Fiscal Year shall be an integrated with a comprehensive estimate with descriptions of estimating techniques and allocation methods.

**Section 1: Table of Contents:** The table of contents shall list sections, subsections, page numbers, and additional information deemed important for understanding the cost proposal.

**Section 2: Executive Summary:** The Offeror shall provide information to support the price proposed to include sufficient detail and cross reference to clearly establish the relationship of the information provided to the price proposed for understanding the cost proposal. All proposed cost shall provide an explanation and supporting rational to permit the Government to evaluate the proposed cost.

The Offeror shall include a summary of the Contractor's team and cost proposal submission to include a list of all subcontractors/team members and their status as a major or non-major subcontractor and the functional areas providing a matrix depicting the planned level of support.

**Section 3: Financial Statements:** The Offeror, JV, Partnering/Teaming, and all subcontractors shall submit current financial statements including a balance sheet and income statement for the last completed fiscal year to demonstrate the financial capability to perform a contract of this size and duration. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

Provide the name and telephone numbers of banks and other sources of funds that may be contacted to verify the pertinent financial data. The Prime Offeror shall include its two most recently audited annual financial statements.

Any interim financial statements such as quarterly reports shall also be provided if the annual statements are more than six (6) months old. Interim financial reports may be unaudited.

Note: Small businesses may submit reviewed financial statements in lieu of audited statement.

### **Volume III – Tab 2 – Cost Proposal:**

**Section 1: Cost Proposal:** Cost information submitted shall be for the Offeror, JV, Partnering/Teaming, and each proposed major and non-major subcontractor. **All major subcontractors, subcontractors, JV, and Partnering/Teaming documents must be submitted with the prime's technical and cost proposal. No exception will be given.** Detailed JV, Partnering/Teaming subcontractor cost information containing proprietary rates and factors for individual cost elements shall be submitted sealed included with the Prime Offeror's cost proposal.

The Prime Offeror, JV, Partnering/Teaming, and each proposed major and non-major subcontractor shall propose on a CPFF basis for evaluation purposes only. The cost proposal shall include all proposed rates and factors and supporting back up information. Offerors shall submit attachments J-7 and J-8 in this volume.

**\*Direct Labor Rates:** The Offeror, JV, Partnering/Teaming, and each subcontractor shall provide the information described below for the proposed direct labor rates for the solicitation specified professional labor categories. (Note: The Government has prescribed the labor categories to be used under this contract and provided the definition and minimum qualification requirements for each category elsewhere in the solicitation. **(NO DEVIATIONS ARE AUTHORIZED)**). The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the Offeror's proposal.



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 suitable qualified personnel to meet mission objectives. The Offeror shall incorporate a 3.7%\*\* escalation per year after the first year of performance and shall complete both tables as listed in B.28 and B.29. See Attachment J-13 (Tables B.24, B.25, B.28 and B.29) to complete labor rates for B.28 and B.29.

**\*\*The Government shall reserve the right to negotiate the escalation rate contingent upon the Consumer Price Index (CPI).**

- ❖ Basis of Price/Rate build-up information: The Offeror shall provide sufficient information for the Government to fully understand how the rates proposed were compiled. The rates proposed shall be on a contract year basis.
- ❖ Provide development of labor rate, rate build-up information for all proposed direct labor rates. Provide justification showing the realism and reasonableness of your proposed labor rates and discuss how they were developed and applied.
- ❖ Disclose whether the rates are based on a Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). If not, identify what the rates are based on and if the rates have been audited by DCAA, a cognizant audit agency, or CPA firm. If the buildup of direct labor rates is based on other than the contract year specified by the solicitation, identify the allocation of the accounting year(s) to the rates proposed and provide the computational data (via spreadsheet) that illustrates this allocation.
- ❖ Discuss the relationship of proposed direct labor rates to the Offeror's accounting system/practices. Provide sufficient information to permit the Government to contact the firm's (meaning either the Prime Offeror or proposed subcontractor/team member, as applicable) to discuss the direct rates proposed.
- ❖ Discuss any proposed direct labor rates that may appear significantly lower than the normal industry compensation for the same or similar categories of labor, identifying what incentive(s) the offeror will provide to ensure sufficiently qualified personnel are obtained and retained.

\*Indirect Rates: The Offeror, JV, Partnering/Teaming, and each subcontractor/team member shall provide the following information on proposed indirect rates applied to direct labor. The Offeror shall provide a separate schedule for each of its indirect rates (e.g. overhead, general and administrative, material/subcontract handling rates, etc.). The schedules must include indirect pool costs by account and amount and base costs by element.

The Offeror shall provide sufficient explanation and cost visibility within its indirect cost pools and allocation bases to demonstrate that the size of this procurement is considered in developing the proposed indirect rates. Explain where facilities cost is included. Include an explanation of which facilities are priced and any applicability to this contract.

The rates proposed shall be on a contract year basis. The Offeror shall provide the proposed Indirect Rates and Indirect Rate Ceilings and Allocation Bases. The Offeror shall include all indirect rates that it maintains in its accounting records that may be used during performance of the contract. The Offeror shall state the basis of the proposed rates (e.g., current fiscal year projection, last fiscal year actuals adjusted for known business changes, etc.) and shall indicate the allocation base for each rate.

Offerors should ensure that the rates are thoroughly explained and supported and shall provide additional supporting budget documentation to substantiate all proposed costs.

Negotiated Indirect Cost Rate Agreements should be included in the Cost Proposal.

- ❖ If rates are not based on forward pricing agreements or recommendations, discuss the current and/or historical cost data (including projected expenses and expense pools) upon which the proposed rates are based as well as the detailed computation for each indirect rate proposed. Specify if the rates have been audited by DCAA.
- ❖ Identify any DCAA approved provisional billing rates for the current year and for the past three contractor fiscal years, if applicable. State whether award of this contract will materially affect any current approved provisional billing rates and, if so, show calculations demonstrating the differences between the current provisional billing rates and the rates proposed for this effort. Ensure the cognizant DCAA office has a copy of the proposed rates.
- ❖ Provide final year end indirect rates or audited final indirect rates for the past three contractor fiscal years.
- ❖ If a comparison of this procurement's proposed rates to prior year rates is not applicable state reason(s) for differences. If the difference between former year and current year rates might appear excessive to evaluators, provide rationale for difference.
- ❖ In addition, the Prime Offeror and each major subcontractor/team member and JV shall propose indirect rate ceilings, as a rate per contract year, for each category of indirect expense (e.g., overhead, general and administrative, material handling, etc.), to be applied to applicable base costs of labor at the Task Order level.
- ❖ The Offeror shall complete Section B.24 and B.25 as a fill-in under attachment J-13 and incorporate the section under this volume regarding the proposed rate information.

\*Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors. Identify the overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor cost and how fee is allocated to subcontractor/team member costs/rates. Offerors are advised that per FAR 15.404-4(c) (4) (i) (C), proposed fee shall not exceed 10 percent of the contract's estimated cost, excluding fee.

An Offeror's proposal of a fixed fee exceeding 10 percent may render the Offeror ineligible for award. Fixed fee is not authorized on proposed consultants under the resultant contract. The proposed Fee shall be subject to negotiation.

\*Consultants: Offerors shall provide justification for consultant services. The justification shall include the proposed Consultants by name, if known, describe: (1) nature of services and (2) total Consultant fee and related other allowable related costs (e.g., travel, per diem). The Offeror shall provide the basis of selection of each Consultant and their analysis conducted to determine price reasonableness. The total consultant costs should track to the cost proposal summary spreadsheet.

FACILITIES CAPITAL COST OF MONEY (FCCM): If FCCM is proposed and to claim facilities capital cost of money as an allowable cost, the Offeror shall submit Form CASB-CMF for each Cost Accounting Period applicable to this proposal IAW FAR 31.205-10. The Offeror shall provide the basis and detailed calculation of facilities capital cost of money. Ensure that your calculations are based on the latest Treasury Rate (rates are updated January and July of each year).

Other Direct Costs (ODCs) (Travel)

The Government's estimated Travel costs required to perform the overall contract are shown below. Any indirect charges applicable to the Offeror's direct Travel costs shall be **in addition to** the amounts below. Explanation and methodology for any proposed Travel indirect costs shall be explained in this Section. The Offeror's proposed Travel costs shall reflect the amounts provided below. **No fee is allowed on Travel.**

Travel: The Offeror shall use a plug-in for travel for the total period of performance Not-to-Exceed (NTE) \$85,000 in preparing the cost proposal for proposal evaluation purposes (Note: The Offeror is advised that profit/fee will not be authorized for either travel or ODCs under the resultant contract.)

Other Direct Costs: Offerors shall address any proposed other direct costs (prescribed), such as travel (prescribed), materials (prescribed), and consultants. Please also provide a justification/narrative of the any additionally proposed ODCs.

The Agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network, and any other expenses that may be captured in indirect charges (Fringe, Overhead and G&A). If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with Contractor's disclosed accounting practices, Offerors shall propose estimates for those expenses under a separate Contract Line Item Number (CLIN) for all CLINs and Facility Costs and shall not be combined with Agency cost estimates. All Other Direct Costs shall be a 0% fee.

- ❖ The Government doesn't anticipate any ODC's other than travel under this requirement.

Budget Line Item Definitions:

Salary and Wages: FAR 31.205-6 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefit types should be provided.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a profession or possess a special skill and who are not officers or employees of the Contractor. For example, costs of consultants should be broken down by person years, months, days or hours. Fee/Profit shall not be an allowable expense for consultant under this contract.

Subcontracts: FAR 44.101 provides for any contract entered by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

Major Subcontractor: The term "major subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$2,000,000 or more over the contract period.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allocability of direct costs and many cost elements. For example, costs should be broken down by types and units.

Overhead, G&A, and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs shall be included.

Cost Proposal Worksheet: The Offeror, JV, and subcontractors shall complete in detail utilizing the following standard cost elements organized generally as presented below. The Contract Pricing, Attachment J-7 (2024 PMO Contract Pricing Summary Workbook) and J-8 (2024 PMO Firm Fixed Price Form), with appropriate back-up material shall be submitted under this section as follows:

### **Labor Hours**

Offerors shall utilize the labor hours detail in L.27 LABOR CATEGORIES AND HOURS INFORMATION when completing Attachment J-7 (2024 PMO Contract Pricing Summary Workbook – CPFF).

#### **Direct Costs**

- ❖ Salary and Wages
- ❖ Subcontractor\*
- ❖ Consultants

**\*Subcontract Costs** (for major subcontracts as defined in the solicitation, ancillary budgets should be provided that include the same cost element, line item, and annual breakdowns as required for the prime's budget, as applicable)

#### **Indirect Costs**

*Overhead*

*Fringe Benefits*

*G&A*

*Travel – plug in for Volume II provided for Other Direct Costs*

*Facilities Capital Cost of Money, if applicable*

*Any Other Direct Cost*

**Total Estimated Cost Fixed Fee**

**Total Est. Cost Plus Fixed Fee (CPFF)**

The Attachment J-7 (2024 PMO Contract Pricing Summary Workbook - CPFF) (Excel spreadsheet) to this solicitation shall be utilized to develop the cost-plus-fixed-fee labor rates for each labor category by contract year and to calculate the total NTE contract CPFF amount. The worksheet shall require data related to the Offeror's costing methods including the distribution of labor hours, the mapping, and build-up of estimated labor category base rates.

Offerors shall be required to use Attachment J-8 worksheet to formulate the Fully burdened FFP labor rates. The fully burdened FFP labor rate shall include direct labor, indirect rate, the application of fixed fee to labor, the application of indirect rates, and ODC factors.

Completion of the above attachments (J-7 and J-8) worksheets will produce the following tables that will be incorporated into the awarded contract document: (1) Sections B.24 (Provisions Applicable to Indirect Cost (Prime), B.25 (Provisions Applicable to Indirect Cost (Subcontractor)) and (2) Sections B.28 Rate Table for Pricing of CPFF and B.29 Rate Table for Pricing of FFP.

The labor cost rates, fixed fee rates, and total CPFF rates established in the Labor Category Rate Tables shall be utilized by the offeror, if selected for award, in proposing estimated costs and fixed fee for the performance of individual task orders. The Indirect Rate Ceiling Tables will contain the applicable indirect rate ceilings that will be applied to anticipated labor in performance of individual task orders.

Major subcontractor/team member Indirect Rate Ceiling Tables will be incorporated into the contract. Completion of the Cost Proposal Worksheet will also produce a Total Notional Contract CPFF to be utilized for evaluation purposes only.

The Offeror is required to distribute the total estimated total level of effort by labor category among the Prime Offeror and all subcontractors/team members pursuant to the planned level of support identified in the solicitation. The total labor category allocation, inclusive of Prime Offeror and all subcontract/team member hours, shall be in accordance with the Government's estimated labor hour allocation set forth in the chart under **Section L.27 – Labor Categories and Hours Information**. (Note: The Offeror shall not deviate from the Government specified total level of effort allocation per labor category.

### **VOLUME III – Tab 3 – Accounting System Audit Information**

The Offeror, JV, Partnering/Teaming, and all major subcontractors shall provide the current (within the last year) audit report/findings/letter and point of contact with phone number or e-mail address from the Offeror's Federal Government Cognizant Audit Agency that the Offeror's accounting system has been approved and is adequate for firm fixed price and cost reimbursement contracts.

Escalation rates must also be provided and supported in accordance with audit regulations.

**Audit Information:** The Offeror, JV, and Partnering/Teaming shall submit for themselves and for each proposed subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the Offeror's, JV, Partnering/Teaming and subcontractor's independent Certified Public Accounting (CPA) Firm, Federal Government cognizant audit agency. (e.g., Defense Contract Audit Agency (DCAA), and/or Defense Contract Management Agency (DCMA). Include name and address of respective Field Office Audit (FOA) office. To locate your DCAA Field Audit Office go to <http://www.dcaa.mil/>.



Additionally, the Offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined.

Joint Ventures, LLCs, or other Teaming Arrangements – Offerors who submit a proposal as a joint venture, LLC, or other teaming arrangements shall provide full and complete cost and financial information for each of the participating firms, as well as the proposed teaming arrangement's organization itself.

Included in this information shall be the specifically identified information in this solicitation for each participating firm and the teaming arrangement's organization itself. In addition, Offerors are to include a copy of the charter/organizational document(s) that govern the relationships between the Joint Ventures, LLCs, or other Teaming Arrangements.

If the Offeror, JV, Partnering/Teaming, and major subcontractor has had an audit **within the last year** (within 12 months), the Offeror is instructed to provide a copy of the audit. Include audit report/findings/letter and point of contact with phone number or e-mail address from the Offeror's Federal Government Cognizant Audit Agency.

If it has **been over 12 months** since the accounting system has been approved, the Offeror JV, Partnering/Teaming, and major subcontractor shall also provide a statement that the accounting system has not changed since being approved. The Offeror shall provide a point of contact and phone number of person who conducted the audit from the cognizant audit agency.

Ceiling Indirect Rate: Offerors shall provide 2 to 3 years of audit reports to support the proposed ceiling indirect rate. The audit reports shall be current and within the last three years from proposal date of submission.

The Contracting Officer reserves the right to contact the Offeror's cognizant audit agency to verify that the accounting system is still approved. The Offeror shall submit for themselves and for each proposed subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the Offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the Offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined.

The Offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

**If the Offeror, JV, Partnering/Teaming, and major subcontractor DOES NOT HAVE A RECENT FEDERAL AUDIT, the Offeror shall provide detailed information showing cost accounts included in each of their cost pools to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools and **provide statement from an independent Certified Public Accountant (CPA), not an employee of the contractor stating:****

- ❖ **Established cost pools are currently in accordance with FAR 31 regarding overhead, G&A, and other indirect costs as well as the overhead, G&A, and other indirect cost rates.**
- ❖ **The Offeror's, JV, Partnering/Teaming, or major subcontractor accounting system is deemed acceptable and in compliance with Generally Accepted Accounting Principles (GAAP).**

Overhead, General and Administrative (G&A) Costs, FCCOM, and any other cost pools shall be in accordance with the Offeror's recent (i.e., within 1 year) audited rates, if available. If the Offeror has had an audit within the last year, the Offeror is instructed to provide a copy of the audit.

## **L.28 ORAL PRESENTATION**

The Government anticipates the use of oral presentations for this award. If oral presentations are to be used, they will apply to only those Offerors who are deemed to be in the competitive range. Oral presentations shall include sufficient information to demonstrate that the Offeror understands the requirements of the SOW. The Offeror's Program Manager and two (2) Task Order Manager IIs shall be required to participate in the oral presentation. If it is determined that oral presentations will be requested, the Offeror will be notified by e-mail notifications inviting Offerors to make an oral presentation. The notification will provide Offerors the date, time, logistics, and place for their oral presentation. Oral presentations cannot be rescheduled. Oral presentations will be evaluated as part of the Technical/Management Approach.

## **L.29 PROPOSAL PAGE SPECIFICATIONS AND INSTRUCTIONS**

**Table of Contents:** The Offeror shall incorporate a table of contents into each proposal volume which identifies the section, paragraph titles, and page numbers. Include a list of all tables and figures. Offerors shall include a cross reference table showing where RFP requirements can be found in their proposal.

**Page Limitation:** Pages exceeding the page count limit will not be read or considered in the evaluation of the proposal and will be removed. No material shall be incorporated by reference to circumvent the page limitation.

Page Format Restrictions and Limitations apply to typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions.

**Page Count Exceptions:** Technical Proposal shall be counted towards the page limitation, including any associated attachments, appendices, and annexes. Table of Contents, Tabs, and Cross Reference Matrix do not count towards the page limitation. The total number of pages for the proposal submitted shall not exceed the counts provided.

**Labeling:** Proposals shall be **labeled/tabbed** and separated into the distinct sections stated in this RFP so that evaluation may be accomplished concurrently and independently. Volumes I, II, and III MUST be separately labeled. The outside front cover of each volume shall indicate the Offeror's name and the solicitation number. Subcontractor submissions shall identify both the subcontractor and Prime Offeror's name.

The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e) "Restriction on Disclosure and Use of Data," and FAR 3.104-4 "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

**Page Description:** All pages of each volume shall be appropriately numbered identifying the name of the Offeror, the date of proposal submission, and the solicitation number. Any time a page limitation is specified, a page is defined as a single side on 8 ½" x 11" sized pages. Print type used in the text portions of the proposal shall be no smaller than size 12 and font type shall be Times New Roman. Print type used in charts, graphs, figures and tables shall be no smaller than size 12 and must be clearly legible.

Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left, and right sides of the page.

Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation (note: Tables of Contents, List of Figures, tabs or similar inserts that do not provide any substantive information are not counted as a page). Graphs, tables, spreadsheets, footers, etc. must be 12 point or larger Times New Roman font type.

All other text must be typed using 12 point or larger, single-spaced using Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side.

**Cross Reference Matrix:** The Offeror shall provide a completed Cross Reference Matrix. This cross-reference matrix shall be placed in Volume I.

**Changes to the RFP:** No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.

**Information Provided:** The Government will evaluate based on information provided in the proposal and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the offeror's proposal.

**Disposition of Proposals:** Proposals will not be returned.

**(End of Section L)**

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL INFORMATION**

- (a) The Government is conducting this source selection in accordance with the competitive negotiation source selection procedures contained in FAR Part 15.
- (b) In accordance with FAR 52.215-1(f), the Government intends to award multiple contracts with awards made to the responsible Offerors whose proposals represent the best value. Best value is defined in FAR Part 2 as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offer(s) the overall best value. Evaluations will be conducted utilizing the Best Value Tradeoff process. A Source Selection Evaluation Panel will evaluate all proposals based on the proposal/documentation provided. The evaluations will be based on the evaluation criteria set forth below.
- (c) Pursuant to FAR 52.215-1, the Government intends to evaluate proposals and award the contracts without discussions with Offerors, except clarifications as described in FAR 15.306. Therefore, the initial proposal should contain the Offerors best terms from a technical and cost/price standpoint. However, the right to conduct discussions is reserved if the Contracting Officer determines it necessary. In the event of discussions, selection will not be made on initial offers and a competitive range comprised of the most highly rated proposals shall be established in accordance with FAR 15.306(c). If the Contracting Officer determines 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. Discussions, as defined in FAR 15.306(d) and FAR 52.215-1(a), will be conducted with all Offerors included in the competitive range. Offerors whose proposals are not included in the competitive range will be so notified. After discussions, each Offeror remaining in the competitive range will be given an opportunity to submit a revised proposal.
- (d) When conducting the evaluation, the Government may use data included by Offerors in their proposals, as well as data obtained from other sources. Each Offeror is responsible for ensuring that the information provided is thorough, accurate, and complete.

## **M.2 BASIS FOR AWARD**

- (a) This is a best-value competitive source selection conducted in accordance with FAR 15. To be eligible for award, the Offeror must be deemed responsible in accordance with FAR 9.1; have an accounting system adequate for determining costs applicable to the contract in accordance with FAR 16.301-3(a)(3), FAR 16.403-1(c) and FAR 9.104-1 (e); meet all requirements of the solicitation, including delivery schedule requirements and Subcontracting requirements; conform to all required terms and conditions; and include applicable required certifications.
- (b) The Government will select for award the proposals that are most advantageous and represent the best overall value to the Government, considering Technical and Management Approach, Management Capability, Past Performance, and Cost factors, and their respective subfactors (as applicable). Therefore, the Government may select for award those offerors whose proposed prices are not the lowest, but whose Technical and Management Approach, Management Capability, and Past Performance proposals are sufficiently more advantageous to justify the payment of a higher price. Conversely, the Government may select for award those offerors whose proposed price is lower than other proposals that are not sufficiently more advantageous to justify the payment of a higher price.
- (c) To arrive at a source selection decision, Offerors must propose to provide all contract line items in order to be eligible for award. Alternate proposals are not allowed. Proposals with contingent terms and conditions shall be deemed non-responsive and will result in the rejection of an Offeror's proposal. The Government may reject any proposal that is evaluated to be unrealistic, including contract terms and conditions, unrealistically high or low in cost/price, or deemed to reflect a lack of understanding/competence or failure to comprehend the complexity and risks of all stated requirements. If any aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, the Offeror may be eliminated from the competitive range, if applicable. The Government will use this information to support the competitive range and contract award decisions, as applicable.
- (d) The Source Selection Evaluation Board (SSEB) will consider the evaluation results of the source selection team but will arrive at an independent decision and selection of the responsible offerors whose proposals represent the best value to the Government. Furthermore, prime offerors, Joint Ventures (JV), teaming arrangements, major subcontractors/team members will be required to perform on a cost-reimbursement basis and shall possess an adequate accounting system in order to receive an award.

### M.3 METHODOLOGY

In accordance with FAR Part 15, the source selection approach for award shall utilize ‘Best Value’ where the combination of all the technical evaluation factors, the assessment of performance risk, and potential conflicts of interest considerations will be balanced against cost/price considerations. The methodology will allow the Government to strike the most advantageous balance of technical/management and cost/price factors to determine which proposals represent the best value to the Government. The Government will consider technical and cost trade-offs if necessary; in making a best value determination. The Government intends to utilize a two-step evaluation methodology to achieve efficient competition among the Offerors. To that extent, the following criteria are considered “go-no-go” factors. This means that if an Offeror is not able to demonstrate in the affirmative based upon clear written documentation that it can meet the go-no-go criteria, it will not be considered for further evaluation.

- An acceptable Accounting System, through completion of the Modified Pre-Award Survey Standard Form-1408 (SF-1408)\*\*, must be submitted in the Offerors proposal\*\* (see the Defense Contract Audit Agency Manual at [Pre-award Accounting System Adequacy Checklist \(dcaa.mil\)](http://dcaa.mil) for further information).
- Sufficient Corporate Capability (including resources and financial)

\*\* Required at proposal submission (with accompanying supporting documentation).

After the two-step phase is completed, Offerors’ proposals that meet the above requirement will be evaluated as follows:

- Review of Technical and Management submission;
- Review of Management Capability and Past Performance;
- Review of Cost Proposals; and,
- Review of all other proposal requirements as stated in Section L.

Based upon the Government’s review of all the above, either, awards will be made without discussions, or the Government will establish a competitive range. The competitive range will include Offerors with the most highly rated proposals, and they will be invited into negotiations at the CO’s discretion. Negotiations may be on the base contract and/or the task orders.



#### **M.4 EVALUATION OF PROPOSALS**

Offerors are cautioned to ensure their proposals are complete, address all requirements of Section L, reflective of the evaluation criteria set forth in Section M, and submitted on the most favorable terms to reflect their best potential. Anything less may be the basis for non-selection for award. Proposals must be realistic in terms of Technical/Management, Past Performance, and Cost approaches. All proposals will receive careful and impartial consideration. It is the Government's intent to award without discussions, however, the Government reserves the right to hold discussions if necessary.

#### **M.5 COMPETITIVE RANGE DETERMINATION**

Pursuant to FAR Part 15.306(c), if discussions are deemed necessary, the Contracting Officer shall establish a competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall comprise all the most highly adjectival rated proposals unless the range is further reduced for purposes of efficiency. The Contracting Officer may determine that the number of most highly adjectival rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may then limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly adjectival rated proposals. If, after discussions, an Offeror originally in the competitive range is no longer considered to be among the most highly adjectival rated offers being considered for award, that Offeror may be eliminated from the competitive range.

#### **M.6 DISCUSSIONS**

Discussions are exchanges between the Government and Offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the Offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to cost/price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each Offeror's proposal and shall be conducted by the Contracting Officer with each Offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value based on the requirement and the evaluation factors set forth in the solicitation.

#### **M.7 EVALUATION FACTORS FOR AWARD**

The evaluation criteria for this acquisition are delineated by factors and by sub-factors. The factors to be applied in this evaluation are Technical & Management Approach, Management Capability, Past Performance, and Cost. For the purposes of this section Oral Presentation will be evaluated under Technical & Management Approach.

## **M.8 RELATIVE IMPORTANCE**

The Technical & Management Approach factor is significantly more important than Management Capability and Past Performance. The Management Capability and Past Performance factors are more important than Cost. All non-cost evaluation factors, when combined are significantly more important than the Cost factor. Within each factor, all stated sub-factors are of equal importance. Sub-factors are identified below. The evaluation of non-cost proposals will employ adjectival rating to assess the merit of the proposals with respect to the evaluation factors and sub-factors. Under the Technical & Management Approach factor, adjectival ratings will be employed independent of each other. The adjectival rating will assess the merits of the proposals.

This approach of independently assessing the adjectival and proposal risk ratings provides the greatest flexibility for an innovative approach while appropriately assessing and evaluating those approaches. The rating for the Past Performance factor will be reflective of the assessment of the degree of relevance and level of quality of past performance. The Cost factor will not be rated, however, adjustments to proposed costs may be made to reflect the most probable cost of performance based on the risks identified through a realism analysis of the specific rates and factors proposed. Proposals found to contain significant cost risks may result in the offer being excluded from contract award consideration.

The following scale will be utilized to evaluate all technical factors and sub factors:

Outstanding	Proposal meets the requirements and indicates an exceptional approach and understanding. The proposal contains multiple strengths and no deficiencies. The risk of unsuccessful performance is low.
Good	Proposal meets the requirements and indicates a thorough approach and understanding. The proposal contains at least one strength and no deficiencies. The risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets the requirements and indicates an adequate approach and understanding. The strengths and weaknesses are offsetting or will have little or no impact on contract performance. The risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not meet the requirements and has not demonstrated an adequate approach and understanding. The proposal has one or more weaknesses, which are not offset by any strengths. The risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and thus, contains one or more deficiencies. The risk of unsuccessful performance is high. Proposal is not awardable.

**The receipt of an evaluation rating of Marginal or Unacceptable in a single technical evaluation factor will result in the overall proposal being determined Unacceptable and therefore ineligible for award.**

Definitions for Deficiency, Strength, and Weakness

Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Strength	An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.

The following criteria shall be utilized in the evaluation of all proposals:

## **FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH**

### **(1.a) Sub-Factor A: Understanding of Requirements**

The Government will assess the depth and breadth of the Offeror's overall knowledge of task order requirements. The evaluation will focus on the Offeror's recognition of key technical and management risks associated with the effort to be performed to include the delineation of pertinent special requirements and considerations and the identification of valid task-specific assumptions.

The evaluation will also assess the adequacy of the Offeror's task-specific team composition including the extent to which the Offeror uses the team members presented in the Technical/Management volume to satisfy the relevant functional areas represented in task orders.

### **(1.b) Sub Factor B: Soundness and Feasibility of Task Order Approach**

The Government will evaluate the Offeror's capability to produce feasible technical and management solutions to project requirements. The evaluation will focus on the Offeror's ability to analyze the project tasks and present in clear, concise, and complete terms a sound approach for accomplishing the specific technical objectives of the project task; practical methodology for mitigating identified risks and managing special requirements; and effective management procedures for controlling all aspects of project performance. The evaluation will also assess the appropriateness of the Offeror's allocation of labor categories, labor hours and other resources, such as travel, materials/other direct costs, and government furnished property, in consideration of the offered technical and management approaches.

### **(1.c) Sub-Factor C: Task Specific Qualifications and Experience**

The Government will assess the Offeror's capability to provide sufficiently qualified team members and personnel to successfully execute the proposed solutions. The evaluation will focus on the depth and breadth of personnel qualifications (education, skills, and experience) as it relates to the specific requirements of the task.

## **FACTOR 2: MANAGEMENT CAPABILITY**

The Government shall assess the Offeror's capability to support and manage the technically complex, high-volume, PMO program. The Offeror shall make a clear and concise presentation of the technical approaches to accomplish each area of concentration outlined in the Statement of Work (SOW) requirements. The evaluations shall consider if the Offeror could demonstrate a substantive understanding of the scope, complexity, and requirements associated with the project, as well as an understanding of time constraints and skill mix needed to accomplish the work in accordance with the sub-factors set forth below.

**(2.a) Sub-Factor A: Capability**

The Government will evaluate the Offeror's ability to accomplish the functional requirements of the SOW as demonstrated by adequacy of the proposed team's (prime, team member/subcontractor) relevant technical capability. The evaluation will focus on the depth and breadth of each team member's capabilities in the specific SOW functional roles for which they are proposed and the extent to which team member strengths are effectively aligned to comprehensively accomplish all requirements.

**(2.b) Sub-Factor B: Organizational Structure**

The Government will assess the adequacy of the Offeror's organizational structure in terms of facilitating the successful accomplishment of multiple and complex tasks. Emphasis shall be placed on the provision of an organizational structure and approach that will demonstrate an efficient delineation of responsibilities, clear lines of authority, and effective spans of control; a communication process that effectively flows program information throughout the organization, as well as with the Government; and unique business practices that will ensure successful execution of the PMO program. The evaluation will also focus on the adequacy of the Offeror's teaming/subcontract arrangements to include formal and informal Prime Offeror joint venture agreements, as well as roles and responsibilities and the effectiveness of the approach for managing team members/subcontractors within the overall organizational and mitigating related risks. This sub-factor will further evaluate the Offeror's Organizational Conflict of Interest (OCI) approach and how the proposed team organization will eliminate or mitigate associated risks.

**(2.c) Sub-Factor C: Resource and Task Order Management**

The Government will evaluate the Offeror's Resource/Task Order Management Plan in terms of its ability to efficiently resource, manage, and control costs of task order requirements (i.e., obtain, allocate, monitor, and control resources and costs for the entire life cycle of awarded task orders). The evaluation will focus on the viability of the Prime Offeror's and major subcontractors'/team members' proposed corporate mechanisms applicable to all employees (practices, policies, and procedures) that will be employed by the Prime Offeror and major subcontractors/team members to recruit, retain, and replenish (when necessary) a sufficient number of qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the contract.

Historical corporate retention rates (for the past three years) of the Prime Offeror and major subcontractors/team members will be considered as an indicator of the effectiveness of the proposed approaches for maintaining a stable workforce. In accordance with FAR 52.222-46, the Government will evaluate the Offeror's Total Professional Employee Compensation Plan to ensure that it reflects a clear understanding of contract requirements, the ability to provide uninterrupted high-quality work, and the capability to obtain and keep qualified professional personnel to meet mission objectives.

The evaluation will also assess the quality of key personnel proposed by the Prime Offeror, other personnel as required under this contract, and major subcontractors/team members, in terms of meeting or exceeding applicable minimum requirements established of the solicitation; the availability for task order execution; and the effectiveness of the proposed task order management plan for (i) assessing, allocating, and providing quality and timely proposals for task order requirements, (ii) planning, allocating, and controlling resources and costs for awarded task orders, (iii) tracking, accounting for, and reporting on prime and subcontractor/team member task order performance and expenditures, and (iv) providing seamless transition with outgoing contractors on continuing tasks.

### **FACTOR 3: PAST PERFORMANCE**

The Government shall assess the Offeror's recent performance history (within the past three years) as an indicator of the performance risk associated with the Offeror's ability to successfully accomplish this required effort. The assessment shall include the Federal Government performance history of the Prime Offeror and each major subcontractor/team member. If the Prime Offeror is a newly formed joint venture (formal or informal) with no performance history within the past three years as an entity, then the Government will assess the individual performance histories of each joint venture participant. In conducting this assessment, the Government reserves the right to use data provided by the Offeror and data obtained from other sources such as the Contractor Performance Assessment Reporting System (CPARS) and other sources known to the Government.

All data provided on Government contracts may be subject to verification. A significant achievement, problem or lack of relevant data in any area of evaluation can become an important consideration in the source selection process.

If a source other than the proposal submission provides the Government with derogatory past performance information, the Offeror will be given the opportunity to rebut or corroborate such information. The determination of overall performance risk will be based on the assessment of the below sub-factors of Relevancy and Quality.

Absent any relevant past or current performance history within the past three years, the overall performance risk rating will be considered neutral, and the Offeror will be evaluated neither favorably nor unfavorably in the past performance factor.

#### **(3.a) Sub-Factor A – Corporate Experience**

DOT/FTA will evaluate the Offeror's ability to meet constraints of the task order requirement regarding the Offeror's demonstrated ability to efficiently manage and control costs of task order requirements (i.e., obtain, monitor, and control resources and costs for the entire life cycle of awarded task order). The technical proposal shall include at least three (3) specific reference contracts of past performance that clearly addresses recent and related work (both Government and non-Government).



The Offeror must provide a brief narrative for each reference to include information listed in Section L.

Do not submit more than the number requested above. The Government will not evaluate any examples submitted which exceed the quantity requested.

**(3.b) Sub-Factor B: Degree of Relevancy**

This sub-factor will assess the degree to which the performance history is like the diverse, multi-task PMO program in terms of size, scope (technical, contractual, dollar value), and complexity. The Government will consider other relevant efforts that have been performed for entities other than agencies of the Federal Government.

**(3.c) Sub-Factor C: Quality of Performance**

This sub-factor will assess the degree to which the performance history met contract requirements, the frequency of performance problems, and the effectiveness of corrective actions taken by the Contractor. The assessment will focus on the overall quality of the product/service, adherence to required schedules, conduct of business relations, effectiveness of cost/price and resource management, and any other additional information pertaining to the performance history.

A Past Performance Questionnaire will be used to collect reference information. The type of information that will be collected from references is listed in Section L. The Agency will evaluate past performance in accordance with the following table:

<b>Past Performance Evaluation</b>	
<b>Adjective</b>	<b>Description</b>
HIGH LEVEL OF CONFIDENCE	The Offeror's relevant past performance is highly pertinent to this acquisition demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems and little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)
MODERATE LEVEL OF CONFIDENCE	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths, weaknesses, or both.)
LOW LEVEL OF CONFIDENCE	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
NEUTRAL	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)]

**FACTOR 4: COST**

- (a) The Government shall conduct a cost realism analysis of each proposal to ascertain the cost risk associated with the Offerors' understanding of the requirements and to determine the most probable cost of performance for each Offeror. The evaluation will focus on the realism of each Offeror's proposed costs, including that of the Prime Offeror and proposed subcontractors/team members, for its ability to support task order requirements with sufficiently qualified personnel and the application of realistic costs to project task order solutions as well as the Government's overall estimated resource mix, travel, and other direct cost factors. The cost realism analysis shall include a review of the specific elements of proposed costs to determine whether the estimated cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the proposed methods of performance described in the Offeror's technical/management proposal.
- (b) The procedures in FAR 15.404-1(c) and (d) will be utilized in the cost realism analysis of Prime Offeror and major subcontractor/team member estimated base labor cost rates and indirect cost rates applicable to labor, travel and other direct costs. The proposed rates, factors, and expenses shall be examined to substantiate utilization of consistent forward pricing procedures/rates, if applicable, or rates and factors ordinarily utilized by the Offeror in proposals if no negotiated or recommended forwarding pricing rates exists.
- (c) The examination may include DCAA audit/review, DCMA review, internal analysis of Offerors' current and/or historical cost data related to direct and indirect expenses, Offerors' projected expenses and expense pools, or any other means determined appropriate by the Government.
- (d) Prime Offeror and major subcontractor/team member proposed cost rates and cost factors will be adjusted to reflect any increases or reductions in cost elements to realistic levels based on the results of the cost realism analysis. It is anticipated that the analysis of non-major subcontractor/team member cost proposals will be limited to a review of major cost elements to determine whether they are realistic and reasonable utilizing one or more of the price analysis techniques specified in FAR 15.404-1(b). However, the Government reserves the right to employ the detailed cost analysis procedures of FAR 15.404-1(c) and (d) in the evaluation of non-major subcontractor/team member cost proposals if deemed appropriate by the Contracting Officer.
- (e) Realism and/or reasonableness concerns for which adjustments cannot be adequately quantified, or cost structures considered too low, too high, or unbalanced to support anticipated task order requirements with sufficiently qualified personnel may be determined to represent increased proposal risk.
- (f) Prime Offeror labor costs shall be assessed to ensure the proposed rate are deemed reasonable. Fixed fee shall be assessed to ensure the proposed amount does not exceed 10 percent of the contract's estimated cost, excluding fee, as prescribed by FAR 15.404-4. The proposal of a fixed fee exceeding 10 percent shall render the Offeror ineligible for award.
- (g) The Offeror's overall rate structure shall be assessed to ensure the appropriate buildup of labor category rate tables and the impacts of the realism analysis of individual cost elements.

- (h) The most probable rates and cost factors (and proposed fixed fee as applicable) shall be applied to the Government's program-level estimated resource mix (distributed among all team members in proportion to the allocation presented in the Prime Offeror's technical/management proposal) and the solicitation-specified travel and other direct cost factors to calculate the notional contract under the five-year Period of Performance. The most probable rates and cost factors (and proposed fixed fee as applicable) shall also be applied to the Government's quantitative and qualitative analysis of the resource mix proposed for each task solution to calculate the Task Order proposal. The Offeror's cost proposal will further be evaluated to determine whether the overall price the Government expects to pay is fair and reasonableness pursuant to FAR 15.404-1(b)(2).

#### **M.9 SMALL BUSINESS SUBCONTRACTING PLAN EVALUATION PROCESS**

The Government will evaluate the Small Business Subcontracting plan as either Acceptable or Unacceptable and will not be numerically scored. The plan will be assigned an adjectival rating as follows:

- **Acceptable** – Proposed goals meet or exceed established subcontracting goals.
- **Unacceptable** - Offeror fails to propose goals or proposed goals do not meet established subcontracting goals.

The Government will evaluate whether the Offeror's Small Business Subcontracting Plan fully addresses each of the eleven items listed in FAR 52.219-9. The Government will evaluate whether the Offeror's Small Business and Small Disadvantaged Business Subcontracting plan demonstrates the goals above apply over the full life of the contract. The Offeror shall receive an **Acceptable** determination, or the Offeror shall be ineligible for award. This factor is not applicable to small businesses; therefore, all small and small disadvantaged businesses will receive an **Acceptable** rating for this factor.

**M.10 ORAL PRESENTATIONS**

The Government anticipates the use of oral presentations for this award. If oral presentations are to be used, they will apply to only those Offerors who are deemed to be in the competitive range. The Offeror's Program Manager and two (2) Task Order Manager II's shall be required to participate in the oral presentation. During the oral presentation, the Government shall evaluate and assess the Offeror's above referenced personnel's responses to three (3) technical and managerial problems.

The three questions shall not be provided in advance and shall be made available at the time of the oral presentation. Instructions through email notification will be provided to those impacted in the event oral presentations are conducted. In no event, shall the scheduled oral presentation be rescheduled.

In evaluating the Offeror's Key Personnel response to each problem during the oral presentation, the Government shall consider the following:

1. Whether the Offeror understands the management challenges created in the problems
2. The interaction and participation of the Offerors' participating personnel in dealing with the three problems as an integrated management team
3. The degree to which the Offeror's oral response is consistent with the Offeror's written proposal

**(End of Section M)**

**END OF SOLICITATION**